



AGENDA

July 10, 2019

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**

5.1. Roseville Employees Annual Charitable Hearts

Presentation by Office Assistant Suzanne Engelke and Development Technician Lea Estrada with a ceremonial check for \$69,112.00 to the City Council.

CONTACT: M. MacPherson 916-774-5455 mmacpherson@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the 2018 Regional Surface Transportation Program (RSTP) Arterial Resurfacing Project and authorize staff to call for bids. This project will resurface various arterial and collector roadways throughout the City as recommended by the City's Pavement Management System. The engineer's estimate for this project is \$6 million and the project is funded with \$5 million in RSTP federal funds and \$1 million in Highway User Tax funds. No General Fund resources will be used for this project.

CC #: 0145

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jschatkar@roseville.ca.us

7.2. Hillcrest Drainage Improvement Project - Award of Contract and Budget Adjustment

Memo from Associate Engineer Noah Siviglia and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-313 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MCGUIRE AND HESTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6121 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council award the Hillcrest Drainage Improvement project to the lowest responsive bidder, McGuire and Hester, in the amount of \$3,557,606.00 with authorization for staff to exceed the award amount by 10% as a construction contingency. A budget adjustment is necessary in the amount of \$500,000.00 from the Roadway Fund and \$2,500,000.00 from the Highway Users Tax Fund. No General Fund resources are being used for this project. The project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood.

CC #: 0164

File #: 0900-04 & 0201-01

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

7.3. Ferric Chloride (BACC Bid No. 06-2019) - Service Agreement

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-311 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THATCHER COMPANY OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2003005). This item requests approval of a service agreement with Thatcher Company of California, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 06-2019 for the supply and delivery of ferric chloride for the Environmental Utilities Department's Dry Creek Wastewater Treatment Plant. The estimated annual cost is \$54,500.00 and funding is included in the Environmental Utilities Department's FY2019-20 budget. Staff requests authorization to renew the service agreement without further City Council approval.

CC #: 0161

File #: 0203-03

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

7.4. Adult Sports Officiating Services - Service Agreements

Memo from Recreation Coordinator Chris Pelzman and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-297 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004206); and adopt RESOLUTION NO. 19-298 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004207); and adopt RESOLUTION NO. 19-299 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SUNRISE OFFICIAL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004208). Staff requests approval of a service agreement with Sunrise Officials Association and two service agreements with Hawkins Officiating Services. These agreements provide officiating services for adult softball, basketball, volleyball and flag football. Staff also requests authorization for three additional one-year extensions 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 funds for the service agreements will be requested in the Parks, Recreation & Libraries operating budget each year. There is no net impact to the General Fund. The total cost of the service agreement for Sunrise Officials Association shall not exceed \$110,000.00 over the initial two-year term. The total cost of the two service

agreements for Hawkins Officiating Services shall not exceed \$170,000.00 over the initial two-year term. The average annual cost of the Sunrise Officials Association service agreement is approximately \$55,000.00 and the average annual cost of the Hawkins Officiating Services service agreements is approximately \$85,000.00. The total cost for the anticipated five-year term is \$275,000.00 for Sunrise Officials Association and \$425,000.00 for Hawkins Officiating Services. The funds for FY2019-20 fiscal year are included in the Parks, Recreation & Libraries annual budget. The funds for each subsequent year's service agreements will be requested in the Parks, Recreation & Libraries annual operating budgets. Fees collected from participating teams and players result in a net zero impact to the General Fund.
CC #: 0146

File #: 0704

CONTACT: Chris Pelzman 916-774-5977 cpelzman@roseville.ca.us

7.5. Faulted Circuit Indicators - (RFQ 10-3219) - Purchase Orders

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-305 APPROVING A PURCHASE ORDER FOR FAULTED CIRCUIT INDICATORS. Staff recommends approval of purchase orders to General Pacific, Inc. for the purchase of faulted circuit indicators on an as-needed basis. The estimated annual cost is \$70,000.00. Funding is included in the Electric Department's FY2019-20 budget. Staff requests authorization to renew without further City Council approval, contingent upon budget approval each year.

CC #: 0153

File #: 0203-07

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

7.6. Vehicle Purchases and Out of State Travel Request

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-316 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND BOISE MOBILE EQUIPMENT, INC. DBA BME, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for three Type III Brush Engines utilizing State of California contract #1-17-23-21B; and approve out of state travel for Fleet Services and Fire Department personnel to attend one final factory inspection of the new Type III Brush Engines being built by BME in Boise, Idaho. Total cost of the purchase is \$969,347.13 and funding for these vehicles is included in the approved FY2019-20 Auto Replacement budget. Costs related to travel including air fare, lodging, and meals are covered by BME as part of the original purchase price.

CC #: 0163

File #: 0203-01 & 0600-02

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

7.7. Environmental Utilities Department Organizational Services – Service

Agreement Amendment

Memo from Acting Administrative Analyst Jen Sbaffi and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-320 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MUNICIPAL RESOURCES GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1809360). This item requests approval for Amendment No. 1 to Service Agreement with the Municipal Resource Group, LLC for an additional \$60,000.00, increasing the total not-to-exceed amount to \$80,000.00. Services in this amendment include management structure review for succession planning and development purposes, organizational optimization and other management services support for the Environmental Utilities Director.

CC #: 0159

File #: 0800-02

CONTACT: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

Resolutions

7.8. Fiddymment Ranch Phase 2, Village F-13B2 - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-319 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-13B2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure 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 #: 0170

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.9. Response to Grand Jury Report – New P25 Radio System

Memo from Information Technology Analyst Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-310 AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE RESPONSE TO THE 2018-2019 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE. On May 27, 2019, the Placer County Grand Jury issued a final report entitled "New P25 Radio System." The report reviewed the history of the system from development of a strategic plan, to funding, and implementation including issues that surfaced after the system went into service on August 15, 2018. The Grand Jury launched an

investigation that resulted in multiple findings and two recommendations. The contents of both recommendations were already completed upon the release of the Grand Jury's final report.

CC #: 0171

File #: 0111-02

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

Jim Maccoun 916-774-5011 jmaccoun@roseville.ca.us

7.10. Roseville Joint Union High Schools and City Recreation Park Sites/Facilities-Joint Use Agreement

Memo from Parks, Recreation & Libraries Manager Kathy Barsotti and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO 19-315 APPROVING A MASTER AGREEMENT FOR JOINT USE OF HIGH SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Joint Use Agreement with Roseville Joint Union High School District. The initial term of this agreement is set to expire on December 31, 2024. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement. This agreement outlines shared use or trading of facilities. However, the City and District may be required to pay per use fees, at a discounted rate, should a facility trade not be feasible. Additionally, costs may be incurred by either party for utilities or required custodial/staffing. These will be invoiced on a case by case basis. Finally, the agreement will include capital improvement costs, for each user, based on their percentage of use.

CC #: 0166

File #: 0705

CONTACT: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

7.11. Woodcreek High School and Mahany Park – Joint Use Agreement Amendment

Memo from Parks, Recreation & Libraries Manager Kathy Barsotti and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-318 APPROVING A THIRD AMENDMENT TO JOINT USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of this amendment is to create a fair share of costs for both use/operations and capital improvements needed at the included facilities. This agreement is set to expire on December 31, 2024. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement. This agreement will better align the Roseville Joint Union High School District use of City facilities and help offset both operating and capital improvement costs.

CC #: 0169

File #: 0705

CONTACT: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

7.12. Child Development - Services Agreement

Memo from Parks, Recreation, and Libraries Superintendent Rob Nakamura and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-308 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City's Adventure Club program provides subsidized child care for qualifying families through a California Department of Education grant. This grant currently provides child care services for over 70 children enrolled at Cirby, Kaseberg and Woodbridge Adventure Clubs. In this agreement, the City is eligible to receive a maximum reimbursement of \$421,883.00 in FY2019-20 to offset direct program expenses. Reimbursement revenue is budgeted within the Youth Development Fund.

CC #: 0157

File #: 0704 & 0214

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

7.13. Water for a Warrior - Street Closure Agreement

Memo from Recreation Superintendent Jeff Nereson and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-306 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATER FOR A WARRIOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval to close Vernon Street between East Washington Street and Taylor Street, and South Grant Street between Oak Street and Atlantic Street from 5:00 a.m. to 5:00 p.m. on Saturday, August 3, 2019 for the Water for a Warrior Rods-n-Ribs cook off event. All costs associated with this event for City services will be reimbursed by Water for a Warrior.

CC #: 0155

File #: 0109-02

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

7.14. Biological Monitoring Services - Contract Amendment

Memo from Open Space Superintendent Brian Castellucio and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-302 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VOLLMAR NATURAL LANDS CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval to amend the professional services agreement with Vollmar Natural Lands Consulting, Inc. to increase the total contract by \$117,600.00. The amendment ensures the City can meet the environmental monitoring and

reporting requirements of the new Routine Maintenance Agreement with California Department of Fish and Wildlife and the dedication of additional preserve lands that fall under the City's Overarching Open Space Preserve Management Plan. The amendment will be funded with \$71,393.00 from the Open Space Maintenance Fund and \$46,207.00 from the Parks, Recreation & Libraries Department operating budget.

CC #: 0147

File #: 0704-02

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

7.15. California Assembly Bill 32 Annex to the International Swaps and Derivatives Association Master Agreement

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-303 APPROVING AN AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC. MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. California Assembly Bill 32 (AB32) Annex to the International Swaps and Derivatives Association, Inc. Master Agreement with Macquarie Energy, LLC (Macquarie), will allow the City to purchase and sell AB32 compliance instruments (i.e. greenhouse gas allowances) to meet California's Greenhouse Gas Cap-and-Trade Program requirements. There is no fiscal impact associated with the execution of the AB32 Annex with Macquarie as it is only an enabling agreement.

CC #: 0150

File #: 0800-03

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

7.16. 2018 Power Source Disclosure Report

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-301 APPROVING SUBMISSION OF THE 2018 ANNUAL POWER SOURCE DISCLOSURE REPORT AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. The 2018 Power Source Disclosure Report is a state mandated report detailing Roseville Electric Utility's 2018 energy supply. There is no fiscal impact with the approval of the 2018 Power Source Disclosure Report.

CC #: 0144

File #: 0800-03

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

7.17. Dental Program - Memorandum of Understanding

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 19-304 APPROVING AMENDMENTS TO A

MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND CSAC EXCESS INSURANCE AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This updated Memorandum of Understanding with the California State Association of Counties Excess Insurance Authority adds a dental health maintenance organization (DHMO) plan for members of the Joint Powers Authority. The DHMO plan change incorporated in the amendment results in an estimated annual citywide benefit premium savings of \$855.00.

CC #: 0151

File #: 0600-04

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

7.18. Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project - Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-317 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL PLANT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval and award of a Professional Services Agreement to National Plant Services, Inc. in the amount of \$150,950.00 for the Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project. The project will continue the inspection of approximately four (4) miles of wastewater pipelines. Funding for the project is from the Wastewater Rehabilitation Fund.

CC #: 0168

File #: 0800-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

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

7.19. Eureka Median Landscape Improvement Project - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Assistant City Manager Dion Louthan recommending the City Council adopt ORDINANCE NO. 6120 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This project proposes to enhance the three landscaped medians on Eureka Road between Sunrise Boulevard and Lead Hill Road. The project will replace plantings in the areas where none currently exist, fill in other areas where existing plantings remain and fine-tune the existing irrigation system. Funding for the project is comprised of two funding sources: \$63,836.00 from the Traffic Safety Fund and \$38,164.00 from the Automall Improvement Fund. The total project cost is \$102,000.00. The maintenance of these medians is included in the Olympus Lighting & Landscape District. There will be no General Fund impact.

CC #: 0160

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

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

7.20. Risk and Resilience Assessment Project - Professional Services Agreement and Budget Adjustment

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-314 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6124 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval and award of a professional services agreement to Jacobs Engineering Group, Inc. in the amount of \$486,022.00 to conduct a Risk and Resilience Assessment of the City's water systems and develop a corresponding Emergency Response Plan. Staff is also requesting approval of a budget adjustment in the amount of \$650,000.00 from fund balance in the Water Operations Fund to cover the professional services, internal labor and other costs. There is no impact to the General Fund.

CC #: 0165

File #: 0800-02 & 0201-01

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.21. Single Sign-on & Multi-factor Authentication Project - Professional Services Agreement and Budget Adjustment

Memo from Business Systems Analyst Morgan Flowers and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-312 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PEGRIGHT, INC. DBA PROOFID, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and adopt ORDINANCE NO. 6125 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a professional services agreement for single sign-on and multi-factor authentication installation and configuration services. The total cost in FY2019-20 will not exceed \$32,810.00. Staff is requesting approval of a budget adjustment in the amount of \$32,810.00 from fund balance in the Information Technology Replacement Fund. There is no impact to the General Fund.

CC #: 0162

File #: 0800-05 & 0201-01

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Ordinances (for second reading and adoption)

7.22. Second Reading of Ordinance - Electric Scooter Share Programs Prohibition

ORDINANCE NO. 6123 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 11.13 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHARED ON-DEMAND PERSONAL MOBILITY DEVICES, for second reading and adoption.

CC #: 0173

File #: 0323 & 0800-06

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us
James Maccoun 916-774-5011 jmaccoun@roseville.ca.us

7.23. Second Reading of Ordinance - North Central Roseville Specific Plan - Parcel 49 - Living Spaces

ORDINANCE NO. 6122 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING THE TEXT OF ZONING ORDINANCE NO. 4643 OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 0172

File #: 0400-02

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Reports / Requests

7.24. Boards and Commissions - Meeting Time Changes

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve meeting start time changes for the Law & Regulation Committee, Library Board, Parks & Recreation Commission, Public Utilities Commission, and Transportation Commission. There is no cost associated with this request.

CC #: 0148

File #: 0103-32-02 & 0103-04-02 & 0103-05-02 & 0103-09-02 & 0103-13-02

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

7.25. Out-of-State Travel Request - Police Department

Memo from Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun recommending the City Council approve the Regional Special Weapons and Tactics Mission Leader to travel to College Station, Texas from August 19, 2019 to August 23, 2019 for Enhanced All-Hazards Incident Management/Unified Command training. The travel and training costs are fully funded by the Department of Homeland Security and Federal Emergency Management Agency. There will be no costs incurred by the City.

CC #: 0152

File #: 0600-02

CONTACT: Traci Drake 916-746-1081 tdrake@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Diamond Creek Community Facilities District No. 1 Bond Refunding

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-309 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING AND DIRECTING THE EXECUTION OF A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Diamond Creek Community Facilities District No. 1 was formed on April 4, 2007 with an original debt issuance par amount of \$7,075,000.00. The current outstanding bond amount is \$5,375,000 with an average interest rate of 4.94% and a final bond maturity of September 1, 2037. Staff is recommending refunding the original debt issue to achieve net present value savings of approximately \$593,000.00 or 11% of the refunded bonds. The new refunding principal amount shall not exceed \$6,500,000.00. The refunding will provide \$300,000.00 of new money for additional authorized improvements and will not increase the term of the outstanding bonds. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

CC #: 0158

File #: 0206-03-01

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

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

8.2. Harry Crabb Park Phase 2 Project - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Joel De Jong and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-307 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6119 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Harry Crabb Park Phase 2 Project is an 18.8 acre park site located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The project includes a recirculating spray ground (water play area), restroom, covered picnic area, expansion and paving of the parking lot, baseball fields, multi-use turf area, landscaping and irrigation, and includes additive alternates consisting of a full basketball court, two each - tennis and pickle ball courts, and a shade sail for the water play area. Staff recommends award of the base bid and all additive alternatives for a total

contract award amount of \$5,522,508.00. Funding of \$2,200,000.00 for park construction was provided through the Citywide Park Fund and was allocated in the FY2014-15 budget. The recommended budget adjustment proposes an interfund loan of \$2,875,000.00 from the Automotive Replacement Fund. The budget adjustment also transfers \$1,200,000.00 to the project from savings recognized in FY2018-19 and FY2019-20 from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community facilities districts. The total project budget of \$6,275,000.00, including the recommended budget adjustment, includes construction, permits, inspections, contingency and construction administration. Over the course of the next six years, repayment to the Automotive Replacement Fund will be funded by the annual savings from the Roseville Finance Authority's 2017A bond refunding.

CC #: 0156

File #: 0704-01 & 0201-01

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

9. APPOINTMENTS

9.1. Boards and Commissions Bi-Annual Vacancies

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council appoint Naaz Alikhan, Stephanie Dement, and Jeff Richardson to the Economic Development Advisory Committee; and appoint one (1) individual to the Design Committee from applications received from Taylor Elze, Kimberly Lahodny, Neil Pople, and Jared Poulson; and appoint one (1) individual to the Grants Advisory Commission from applications received from Kimberly Lahodny and Michelle Gibson; and appoint three (3) individuals to the Public Utilities Commission from the applications received from Blandon Granger, Neil Pople, John Raniseski, Debra Sedwick, and Elaine Webb.

CC #: 0149

File #: 0103 & 0103-08-03 & 0103-44-03 & 0103-34-03 & 0103-09-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ PUBLIC/ COMMENTS

11. ADJOURNMENT

CLOSED SESSION

Item 1

A. CALL TO ORDER

B. SILENT ROLL CALL

C. PUBLIC COMMENTS

D. CLOSED SESSION

Conference with Legal Counsel - Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2):
Significant exposure to litigation - one case
CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

E. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0154

File #: 0102-11 & 0216-02

Title: Roseville Employees Annual Charitable Hearts

Contact: M. MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 5.1.

RECOMMENDATION TO COUNCIL

Recommend Council accept a ceremonial check for \$69,112.00 from the 2019 Roseville Employees Annual Charitable Hearts (REACH) effort, the City of Roseville's annual employee-giving campaign. REACH has raised over a million dollars that has been reinvested in our community over the years.

BACKGROUND

REACH is a community giving campaign created through the generosity of Roseville employees and retirees. These employee-donated funds are dispersed to local charitable organizations that serve youth, seniors and families in the South Placer County region.

Employees designate charities to receive their gifts or designate the Citizen's Benefit Fund (CBF) to receive their gift. The City's Grants Advisory Commission makes recommendations to the City Council for how CBF funds should be allocated in our community each year.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to

CEQA. No additional environmental review is required.

Respectfully Submitted,

Megan MacPherson, Public Affairs & Communications Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0145

File #: 0900-04-01

Title: 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the plans and specifications for the 2018 Regional Surface Transportation Program (RSTP) Arterial Resurfacing Project and authorize staff to call for bids.

BACKGROUND

The scope of this project includes: replacement of failed sections of asphalt roadway pavement; resurfacing; curb ramp reconstruction to comply with ADA requirements; and replacement of signal detector loops at various locations throughout the City.

The streets included in the project are portions of: Blue Oaks Blvd.; Cirby Way; Estates Dr.; Eureka Rd.; Foothills Blvd.; Folsom Rd.; Harding Blvd.; S. Harding Blvd.; Orlando Ave.; Pleasant Grove Blvd.; Riverside Ave.; East Roseville Pkwy.; Sierra College Blvd.; Sutter Ave.; Stanford Ranch Rd.; Vernon St.; Douglas Blvd; and Woodcreek Oaks Blvd (see attached map for locations).

The sections of road chosen for maintenance were identified as the best locations to prioritize our road maintenance funding by the City's Pavement Management System. The System optimizes maintenance priorities by balancing the resurfacing needs throughout the City with the amount of available funding. The goal is to provide the overall best roads the City can afford.

We anticipate construction to begin this fall with completion in the spring of 2020. All multi-lane roads will remain open during construction. Single lane (one lane in each direction) collector roads may require temporary construction closures. Staff will work with the contractor to ensure that ample notice is provided to the public and that detours are in place. Working hours will vary depending upon the specific traffic characteristics of each roadway. Night work will likely be necessary along many of these roads because they are heavily traveled during the day.

Construction plans and specifications for the project have been completed and are attached for

Council's review.

PUBLIC OUTREACH

Staff will be working with the Public Works Marketing & Communication Analyst to provide the latest project information through the City's communication channels including, but not limited to: e-mails; text message notifications; the website; and social media. About two weeks before the planned work, Changeable Message Signs (CMS) will be placed at various locations throughout the project area to notify the traveling public about the project, its start and end times, and any potential traffic impacts expected with the work. Staff will also send mailers 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 engineer's estimate for this project is \$6 million and the project is funded with \$5 million in Regional Surface Transportation Program (RSTP) federal funds and \$1 million in Highway Users Tax (HUT) funds. No General Fund resources will be used on this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 65 jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jesse Khatkar, Assistant Engineer

Jason Shykowski, Acting Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke, positioned above a solid horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Location Map

Project Manual

Project Plans





Streets & Bridges Project Manual

Name of project:

2018 RSTP Arterial Resurfacing Project

Department:

Public Works—Engineering

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I
NOTICE TO CONTRACTORS

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

Name of Project: **2018 RSTP Arterial Microsurfacing Project**

Federal Aid Project: 5182(077)

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the office of the City Clerk, 311 Vernon Street, Roseville, California, until **3:00 p.m. on Tuesday TBD.**

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 Tuesday TBD** in the City of Roseville Clerk Office at 311 Vernon Street, Roseville, CA 95678 for the **2018 RSTP Arterial Microsurfacing Project.**

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

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville Public Works website at www.roseville.ca.us/business/bids_rfps_rfqs_and_rfis.asp.

All communications relative to this project shall be conducted through Public Purchase.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline for 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. 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 for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids.

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

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

2. Bidders are advised that, as required by federal law, the City of Roseville is implementing new Disadvantaged Business Enterprise (DBE) requirements. Section 2, "Proposal Requirements and Conditions," under subsection title "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of the Special Provisions cover the DBE requirements.

The DBE contract goal for this project is: 16%.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

3. In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Roseville. Contractor shall possess a valid Class **A, General contractor** license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council. Said license shall be maintained during the contract

period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

4. The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. 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/PWD/Northern.html>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

The Federal minimum wage rates for this project as predetermined by the United State Secretary of Labor are set forth in the Project Manual and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Project Manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced by not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Project Manual. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less that the higher wage rate. The City of Roseville will not

accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

5. Contractor’s Licensing laws: Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of contractors.

All Bidders at the time of bid submittal shall be licensed as Contractor in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by 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 license. 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.

6. Required Listing of Proposed Subcontractors: Each Proposal shall list the name and address 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 A(0.5%) of his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

7. Noncollusion Declaration: Bidders shall submit a properly filled out and executed "Noncollusion Declaration" conforming to the City's "Noncollusion Declaration."

8. Addenda. 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.

9. 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.

10. Insurance: At the time of the execution of the Contract, the Contractor shall, at his or her own expense, procure, and at all times during the prosecution of the work maintain in full force and effect worker's compensation insurance, and liability insurance as specified in the

Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

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

Inquires or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry by no later than 1:00 p.m. on Tuesday TBD

Sonia Orozco
City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

II
INSTRUCTIONS TO BIDDERS

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 Standard Construction Specifications Section 1.

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

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

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

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

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

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

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

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

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

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

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

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

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

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

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

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

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

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

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

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

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

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

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

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, 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 Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

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

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

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

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

III PROPOSAL

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: _____

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, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

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

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

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

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

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

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

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

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

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

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

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

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

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

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

2018 RSTP ARTERIAL RESURFACING PROJECT
FEDERAL PROJECT NUMBER 5182(077)

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	* ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1	(P) MOBILIZATION	LS	1	\$	\$
2	(P) TRAFFIC CONTROL AND MAINTENANCE	LS	1	\$	\$
3	(P) PLACEMENT AND MAINTENANCE OF BMP'S	LS	1	\$	\$
4	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	30	\$	\$
5	(S) COLD PLANE ASPHALT CONCRETE (DIGOUTS) 4-INCHES	SY	40,100	\$	\$
6	ROADWAY EXCAVATION	CY	2,300	\$	\$
7	UNSUITABLE MATERIAL	CY	500	\$	\$
8	(S) HOT MIX ASPHALT (3/4", TYPE A)	TN	10,400	\$	\$
9	(S) HOT MIX ASPHALT (1/2", TYPE A)	TN	2,350	\$	\$
10	MICROSURFACING (TYPEII)	TN	5,050	\$	\$
11	DRAINAGE INLET TYPE "C"	EA	2	\$	\$
12	REMOVE AND REPLACE PCC CURB RAMP	EA	25	\$	\$
13	INSTALL TRUNCATED DOME	EA	10	\$	\$
14	(P) THERMOPLASTIC PAVEMENT STRIPING, MARKERS AND PAVEMENT MARKINGS	LS	1	\$	\$
15	(P) REMOVAL OF EXISTING PAVEMENT STRIPING	LS	1	\$	\$
16	(P) TEMPORARY PAVEMENT MARKINGS AND MARKERS	LS	1	\$	\$

2018 RSTP ARTERIAL RESURFACING PROJECT
FEDERAL PROJECT NUMBER 5182(077)

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	* ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
17	MODIFY TRAFFIC SIGNALTYPE "A" LOOPS	EA	50	\$	\$
18	MODIFY TRAFFIC SIGNALTYPE "D" LOOPS	EA	20	\$	\$
SUBTOTAL (BID ITEMS #1 TO #18)					\$

NAME AND LOCATION OF BLACK ROCK AGGREGATE QUARRY: _____

- * NOTES:
- (F) DENOTES FINAL PAY ITEM
 - (P) DENOTES PARTIAL PAYMENT
 - (S) DENOTES SPECIALTY ITEM

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes _____

No _____

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a 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.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES FOR SENATE TO SENATE

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

8. Federal Action Number, if known:

CFDA Number, if applicable _____

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐

a. cash

☐

b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes

☒

☐

Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____

Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign

Here

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____	22. Federal-Aid Project Number: _____	23. Bid Opening Date: _____		%
24. Contract Award Date: _____	Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			
			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
Name:							Age of Firm: ____ yrs.
City, State:							☐ <\$1 million
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Name:							Age of Firm: ____ yrs.
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Name:							Age of Firm: ____ yrs.
City, State:							☐ <\$1 million

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

Federal Project Number: _____

Subcontractor Name and Location		Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
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Name:								Age of Firm: ____ yrs.
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Distribution: 1) Original-Local Agency File 2) Copy-DIAE w/ Award Package

IV AGREEMENT

A G R E E M E N T

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

W I T N E S S E T H:

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

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

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

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

e. This contract.

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

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

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

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

CITY OF ROSEVILLE

CONTRACTOR

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

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

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

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

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

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

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

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

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

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

EXHIBIT "A"

FHWA-1273 Form

EXHIBIT “B”

Federal Minimum Wage Rates

V
INSURANCE BROKER
INFORMATION PACKET

INSURANCE BROKER INFORMATION PACKET

Project: _____

NOTICE TO CONTRACTOR:

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

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

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NOTICE TO INSURANCE BROKER

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

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

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

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

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

Bonds must be sent to the following staff person:

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

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

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

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

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

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

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

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

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

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

7-1.06A **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

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

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

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

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

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

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

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

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

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

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

Bond No. _____ Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

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

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

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

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

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

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

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

VI
CITY OF ROSEVILLE
STANDARD CONSTRUCTION SPECIFICATIONS

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation (“Caltrans”) Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a “Power of Attorney” must be filed with the proposal.

The proposal 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 time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. 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.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** 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 Director. 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. 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 for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER**

PREVENTION OF BIDDING. A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) calendar days after public 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.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

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).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

“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 herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. 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 and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

- A. Special Provisions
- B. City of Roseville Standard Construction Specifications
- C. City of Roseville Design and Construction Standards
- D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans
- E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), “City of Roseville Encroachment Permits” is added as follows:

“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.”

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), “City of Roseville Business License” is added as follows:

“The Contractor shall obtain a business license from the City prior to commencing work.”

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), “Other Permits” is added as follows:

“The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining.”

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

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 three (3) 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 a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **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) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar 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) calendar 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 Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar 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 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 be responsible for 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 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1 and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

“Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, 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 workmen concerned. The 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>, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.”

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 (“Install signs, lights, flares . . .”) and substitute the following:

“In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary.”

2. Add a paragraph at the end of the section to read as follows:

“In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor.”

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

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

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

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

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

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

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

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

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City 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) calendar 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 9-1.16F, “Retentions,” of the Standard Construction Specifications.

C. If the City had 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 the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

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

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

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

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

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

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

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

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

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

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

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

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

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

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

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

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

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

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

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

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

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C

Payment Inclusions:

“No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay.”

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys’ fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, “Payment of Withheld Funds” is added as follows:

“Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office.”

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** “Final Payment”

shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, “Acceptance of Contract” and Section 2-1.12 “Guarantee and Warranty” of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHIP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

“The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications.”

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, “Air Quality General” of the Standard Specifications are amended by adding the following:

“Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way.”

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, “Asbestos Removal and Disposal” is added as follows:

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

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

END OF STANDARD SPECIFICATIONS

VII
ASSEMBLY BILL NO. 626

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL’S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity’s written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

VIII
SPECIAL PROVISIONS

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**SPECIAL PROVISIONS
FOR THE CITY OF ROSEVILLE
2018 RSTP ARTERIAL RESURFACING PROJECT
5182(077)**

SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, 2015 State of California Standard Specifications, Amendments to the 2015 Standard Specifications (dated 04-20-18), 2015 Standard Special Provisions, and 2015 Standard Plans, except insofar as these Special Provisions may modify them.

With the exception of section 2, "Bidding," numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications is modified in some respect.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Replace section 5-1.02 with:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Special Provisions
2. City of Roseville Standard Construction Specifications
3. City of Roseville Design and Construction Standards
4. Amendments to the 2015 State Standard Specifications (dated 04-20-18)
5. 2015 State Standard Specifications
6. 2015 State Standard Plans
7. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings. Detailed Drawings shall take precedence over General Drawings. Specific specifications take precedence over a general specification. Specification in a section takes precedence over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
120159A	Temporary Paint For Pavement Markings, Striping, and Markers	12
130300A	Placement and Maintenance of BMPs	13
370120A	½ Inch Polymer Modified Asphalt Rubber (PMAR) Chip Seal (Black Rock)	37
370121A	½ Inch Polymer Modified Asphalt Rubber (PMAR) Chip Seal (Grey Rock)	37
378000A	Micro-Surfacing (Type II)	37
378001A	Micro-Surfacing (Type III)	37
840501A	Thermoplastic Pavement Markings, Striping, and Markers	84
846030A	Remove Pavement Markings, Striping, and Markers	84

Add to section 1-1.06:

BMP	Best Management Practice
CAMUTCD	California Manual on Uniform Traffic Control Devices
PMAR	Polymer Modified Asphalt Rubber

Add to section 1-1.07B:

Roseville Cape Seal: An application of ½-inch PMAR Chip Seal with an application of Micro-Surfacing on top. The ½-inch PMAR Chip Seal and Micro-Surfacing shall conform to the requirements specified in these Special Provisions.

Replace the definition for holiday in section 1-1.07B with:

Holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

2 BIDDING

Add section 2-1.00, "SCOPE" as follows:

The bidder's attention is directed to the provisions in section 2, "Proposal Requirements and Conditions", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

Add section 2-1.09, "OBTAINING PLANS AND SPECIFICATIONS" as follows:

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be purchased or downloaded on-line from Public Purchase service at <http://www.publicpurchase.com/>.

The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

Add section 2-1.10, "SUBMITTAL OF PROPOSALS" as follows:

In addition to the requirements of the Notice to Contractor's and the Standard Construction Specifications, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside, 2019 Residential Resurfacing Project no later than the date and time of public submittal of proposals as specified in the Notice to Contractor's. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

Add section 2-1.11, "QUESTIONS" as follows:

Question shall be submitted in writing to <http://www.publicpurchase.com/> no later than 7 working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed. The City will respond in writing to the questions no later than 3 working days prior to the bid opening.

Add section 2-1.12, "DISADVANTAGEE BUSINESS ENTERPRISES as follows:

Under 49CFR26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26).

To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for

work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

This project has been set up using a Base Bid/Alternate Bid format. The City of Roseville shall determine the apparent lowest responsive/responsible bidder, at the time of bid opening, based on the lowest total of the Base Bid plus the Alternative Bid items. The City of Roseville, if it chooses to award, shall award the lowest responsible/responsive bidder based on the lowest total of the Base Bid plus any Alternative Bid item(s) at the City's discretion. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid or from the Base Bid plus one or more Alternate Bid items. The Contractor must submit for all Base Bid and all Alternate Bid items. No response or response of zero on any bid item shall be deemed a non-responsive bid.

Add section 3-1.21, "ADDITIONAL CONTRACT DOCUMENTS" as follows:

The Engineer will furnish to the Contractor on request and free of charge, 5 copies of the contract documents, and 5 sets of full size plans. Copies of contract documents or plans in addition to that which will be provided by the Engineer may be obtained by paying the actual cost of reproducing the contract documents or plans.

4 SCOPE OF WORK

Add to section 4-1.01:

The project consists of placement of a Chip Seal, Micro-surfacing, or a Roseville Cape Seal to portions of residential streets in various Roseville neighborhoods and Automall Drive and Baseline Road. The roadway improvements in general include striping and vegetation removal, temporary pavement delineation, permanent pavement delineation, traffic control, and resurfacing.

Add to the list in the 1st paragraph in section 4-1.06B:

3. During the progress of the work, if material is discovered 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 and disposed at a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, the party discovering such conditions shall promptly notify the other party in writing before conditions are disturbed and before the affected work is performed.

Add to section 4-1.13:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

5 CONTROL OF WORK

Add to section 5-1.01:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, 2 working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide 1 inspector and 1 resident engineer for an 8 hour day and 40 hour per week basis only, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$150.00 per hour for inspection and \$200.00 per hour for Resident Engineer costs for time in excess of 8 hours per day, 40 hours per week, or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in section 1-1.07B, "Glossary."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes.

The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

Add to Section 5-1.20A:

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The Contractor representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

City of Roseville Maintenance forces may undertake crack filling or pavement repair work concurrently with the Contractor's work. The Contractor shall cooperate with these forces and schedule so that the work can progress to completion in a minimum time frame.

At the time of advertisement, the City anticipates that work by City forces shall be completed prior to the start of construction in all Locations except for Location #4, "South Cirby," as shown on the plans. The Contractor shall assume that Location #4, "South Cirby," shall be constructed last for scheduling and estimating when bidding.

Add to section 5-1.20B(1):

The Contractor shall obtain a business license from the City of Roseville prior to performing the work.

The Contractor may use water from City of Roseville fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees.

Add to section 5-1.20B(4)

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, shoulders, or private property, including any section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the preconstruction conference, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Contractor shall be responsible to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to

existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public, or operations of the Contractor, will be replaced at the Contractor's expense.

Add to section 5-1.36C(1) of the Revised Standard Specifications:

The Contractor shall notify Underground Service Alert (USA) at (800) 642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there are underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

The scope of this project is not anticipated to interfere with existing underground or overhead utilities other than to raise manhole covers to grade as necessary. However, the Contractor shall take notice of existing utility covers and trench lines. The Contractor shall use extreme caution when excavating, raising manholes, and paving in the vicinity of such facilities.

The Contractor shall visit the site of the proposed work and determine the quantity and location of the manholes, valve covers and utility appurtenances to be encountered in the proposed work area and adjust his/her bid accordingly. Damage to such utilities resulting from the Contractor's operations to complete the project shall be repaired at the Contractor's expense.

Where possible conflicts exist, the Contractor shall verify the grade and location of existing underground utilities by careful hand digging prior to beginning work. In the event the Contractor discovers existing utilities within the limits of the excavation, the Contractor shall immediately notify the Engineer and the affected utility owner by the most reasonable expeditious method and later confirm in writing. All required relocation of existing facilities that interfere with the work shall be made by the owning agencies.

All existing utilities are to remain in service during construction. The Contractor shall be required to work around existing utility poles that will remain in the curb or sidewalk. The Contractor shall also be required to work around existing utility poles that are not within the actual pavement sections. Minor changes in alignment of slopes shall be made to avoid direct conflict that will interfere with the intended purpose of the facility.

Prior to Chip Seal, Micro-surfacing, or Roseville Cape Seal operations, the Contractor shall mark the location of all covers with temporary pavement markers and submit to the Engineer an inventory of all manhole covers, miscellaneous covers and lids located within the streets to be repaired. Cape Seal, Micro-surfacing, or Roseville Seal Coat operations shall not commence until the Contractor's and Engineer's inventory list agree. The Contractor shall be responsible for properly removing and disposing the temporary pavement markers.

Replace Reserved in section 5-1.36C(2) of the Revised Standard Specifications with:

It shall be the responsibility of the Contractor to protect existing roadway facilities (including but not limited to culverts, manholes, monuments, railings, signs, traffic signal detectors, and other roadway appurtenances). Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

In the event that a sign is knocked down or street maintenance type work is required in the City of Roseville, the Contractor shall immediately call Street Maintenance at (916) 774-5790 or (916) 847-1611 during non-business hours so a repair crew can be dispatched. If traffic signal detector facilities, signal or lighting facilities are cut or damaged during construction, Traffic Signal Maintenance shall be immediately contacted at (916) 774-5339 or at (800) 745-8894 during non-business hours. Traffic signal detector loops shall be replaced within 24 hours; Traffic signal wiring shall be repaired immediately.

The surfaces of all roadway facilities within the limits of work (i.e. manhole covers, water valve covers, monument lids, etc.) shall be protected from the Chip Seal, Micro-surfacing or Roseville Cape Seal application. All material used to protect the facilities shall be removed and disposed of properly after the resurfacing work. After the resurfacing work, the surfaces of all roadway facilities shall have a clean surface.

Replace section 5-1.36D of the Revised Standard Specifications with:

Preservation of survey monuments and markers encountered along the line of the work shall conform to the following:

The Contractor shall notify the Engineer of monuments encountered and shall not remove or damage said monument, these must be protected in place. If the monument is damaged due to the Contractor's work the Contractor shall notify the Engineer prior to re-establishing the monument and the Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of survey monuments and boxes shall be as set forth under section 78-2, "Survey Monuments" of the Standard Specifications.

Add section 5-1.48 of the Revised Standard Specifications:

CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the

project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6 CONTROL OF MATERIALS

Add to section 6-1.04 :

BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

Add to section 6-2.01:

QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

Add to section 6-2.02A:

Material testing for this project will be provided by the Contractor as set forth in section 6 of the State Standard Specifications and the most current City of Roseville's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs at Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement of material without approved certificates of compliance and mix design, and \$10,000 will be withheld from the Contractor's progress payment for each certificate of compliance and mix design until the certificate of compliances and mix designs are submitted and approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with 5 working days' notice of the need for material testing.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(5):

The construction working hours shall be 9:00PM to 6:00AM Monday to Friday.

Requests for authorization to perform work outside the hours listed above shall be made in writing to the Engineer at least 72 hours in advance.

Add to section 7-1.02L Public Contract Code:

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Add to section 7-1.03:

The Contractor shall immediately remove all asphalt material on gutters, sidewalks, and driveways that was tracked or sprayed by equipment or personnel under the Contractor's control.

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, refuse, ambulance services, transit, and Public Works Street Division of proposed construction operations 2 days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, refuse, ambulance services, transit, and Public Works Street Division of proposed construction operations 2 days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

8 PROSECUTION AND PROGRESS

Add to section 8-1.01:

The Contractor shall prepare a Traffic Control Plan that conforms to section 12, "Temporary Traffic Control."

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

For Micro-surfacing streets:

1. Complete minor concrete items (curb ramps and curb and gutter) and associated HMA patching.
2. Calibrate.
3. Micro-surfacing Test Strip.
4. Place and maintain Best Management Practices (BMP). The BMPS shall remain in place until final sweeping is completed, accepted and then remove.
5. Remove vegetation, striping, and sweep streets prior to placing the microsurfacing operation of work.
6. Place temporary painted striping.
7. Grind out dig outs, place loops, place HMA, and place temporary striping
8. Sweep streets prior to placing the micro-surfacing application.
9. Place micro-surfacing
10. Follow sweeping schedule.
11. Place permanent striping.
12. Follow sweeping schedule.

After resurfacing the roadway and before the roadway is opened for use by the public, the Contractor shall place temporary pavement delineation.

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after the Chip Seal, Micro-surfacing, or Roseville Cape Seal application.

Replace section 8-1.02 with:

8-1.02 SCHEDULE

The Contractor shall submit a progress schedule to the Engineer at the preconstruction conference. The progress schedule shall state the street name, the anticipated start and completion dates and the type of construction operation anticipated for each street, and an alternate date in the event the Contractor does not meet their schedule. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions. Strict conformance to the progress schedule shall be maintained and should the Contractor not meet their schedule liquidated damages shall apply as outlined in these Special Provisions, the only acceptable delay is due to weather. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than \$500 do not need to be scheduled, unless the order affects the project schedule or other outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

Replace section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representation at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

In addition to the preconstruction conference, there will be a pre- micro-surfacing meeting to discuss the micro-surfacing operations and layout, working hours, traffic control plans, and the Subcontractors performing the work shall be present.

The Contractor shall be responsible to coordinate utility relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within 5 working days thereafter.

Add to section 8-1.04:

The City anticipates start of construction for this project in early September 2019.

The Notice to Proceed will be issued when the following conditions are met:

1. The average of the daily high temperature for the preceding two weeks is greater than 75°F, and
2. There was no measurable precipitation during the preceding two weeks and no precipitation is forecasted for the following two weeks

Add to section 8-1.05:

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

All work shall be completed within 60 working days after the date of the Notice to Proceed letter.

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items have been completed.

Replace section 8-1.10A with:

8-1.10A General

The City specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

Liquidated damages shall be paid to the City by the Contractor in the amount of \$2,400 per day.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Replace section 8-1.10B with:

8-1.10B Failure to Complete Work Parts within Specified Time

The Contractor shall stop placement of micro-surfacing 2 hours prior to the last scheduled working hour for the roadway. The Contractor shall pay to the City liquidated damages of \$1,000 per hour for each hour, or portion of an hour, that micro-surfacing is placed beyond 2 hours prior to the last scheduled working hours.

The roadway shall be fully opened to traffic by the end of the roadways last working hour. The Contractor shall pay to the City liquidated damages of \$1,000 per hour for each hour, or portion of an hour, after the last working hour is exceeded and that a traveled lane remains closed due to the Contractor's operations.

After the working hours of the roadways are exceeded by 1 hour of the last working hour, the Contractor shall pay to the City liquidated damages of \$2,000 per hour for each hour, or, portion of an hour, that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Replace section 8-1.10C with:

8-1.10C Failure to Complete work by Specified Time

The Contractor shall pay to the City liquidated damages of \$1,000 per day for each day, or portion of a day, should the micro-surfacing schedule not be met as outlined in section 8-1.02, "Schedule" of these Special Provisions. The Contractor shall pay to the City liquidated damages of \$600 per day for each day, or portion of a day, that a street is not swept as outlined in sections 37-2.03I and 37-3.03C(8), "Sweeping" of these Special Provisions.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.13:

The Contractor is responsible for all material and/or equipment necessary to perform the project as specified. Should the City have to supply the Contractor with time, material, or equipment to complete work beyond that which is specified herein, the Contractor shall be billed accordingly.

9 PAYMENT

Add to section 9-1.02A:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Add to section 9-1.16A:

The Contractor shall submit all requests for progress payments using the forms included in Appendix A:

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor's standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Replace Reserved in section 9-1.17A with:

The Contractor shall submit:

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

Add to section 12-1.01:

Attention is directed to sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Revised State Standard Specifications, State Standard Specifications, Standard Construction Specifications, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the requirements of section 7-1.04, "Public Safety."

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

Replace Reserved in section 12-3.11B(5) with:

For public knowledge, contractor shall furnish and install C48 (CA) Construction Project Funding Identification Signs at locations as shown in Appendix F or as determined by the Engineer. Sign panel details are included in Appendix F. Contractor shall install each 48"x30" sign on 1 4"x4" post and each 96"x60" sign on 2 4"x4" posts. The posts shall be supplied by the contractor and set 3 feet below finished grade in 1 foot diameter holes and filled with gravel. The Contractor shall make sure that the signs do not obstruct motorists' view or impede pedestrian or cyclists travel. Once the project has been completed, the contractor shall take down the signs and posts. Contractor shall return the signs to City Corporation Yard.

The sign panels must be framed, single-sheet aluminum panels complying with section 82-2 of the State Standard Specifications.

The background on the sign must be Type II retroreflective sheeting.

12-4 MAINTAINING TRAFFIC

Add to section 12-4.01A:

At the preconstruction conference, the Contractor shall submit a Traffic Control Plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours per day and shall not be limited to normal working hours.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose Gravel", "Construction Area Speed limit Signs, "and "Bump Ahead" signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacing's.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Temporary lane closures will be allowed only during approved working hours. Contractor shall provide at least 1 lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

When work is performed within an intersection, the Contractor shall place the traffic signal in red flash. The Contractor shall submit a Red Flash Request form at least 48 hours in advance of placing a traffic

signal on flashing red. The City shall provide written approval prior to signal reprogramming. The Red Flash Request Form is included in Appendix B. If no work is being performed with an intersection, the Contractor shall place the traffic signal into normal operations.

At all intersections, the Contractor shall provide a minimum of 2 flaggers per intersection while the intersections are in red flash, or as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal operations once the Contractor's operations are complete within the limits of signalized intersections.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, schools and school districts, transit, and residents of proposed construction operations and traffic control operations a minimum of 5 working days before work is to begin in each work area. If changes are made to the Traffic Control Plan, Contractor shall re-notify at least 2 working days before work is to begin. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the Chip Seal, Micro-surfacing, or Roseville Cape Seal areas and shall consist of 2 phases which shall be performed for the Chip Seal and Micro-surfacing applications.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of "door hanger" type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. A sample of the required notification is located within Appendix C of these Special Provisions. The Contractor shall distribute the door hanger notifications a minimum of 5 working days in advance of the Chip Seal. This shall be repeated for the Micro-surfacing portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification letter for acceptance.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting "No Parking" signs on barricades 48 hours prior to the Chip Seal on streets that allow parking. The "No Parking" signs shall also include the exact working day that the resurfacing work will take place. A warning indicating that vehicles will be towed away at the owner's expense shall also be included on the "No Parking" signs. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems and shall post the telephone number on the "No Parking" signs. The Contractor shall be responsible for placing temporary "No Parking" signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. This shall be repeated for the Micro-surfacing portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification "No Parking" for acceptance.

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street 1 hour prior to the street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be less than 10 mph below the posted speed. At the preconstruction conference, the Contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the

completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

The provisions in this section shall not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety."

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), these Special Provisions, and as directed by the Engineer.

The Contractor shall have on their payroll a competent person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the preconstruction conference.

Should the Contractor decide to subcontract the traffic control portion of this project, the Subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours, the Contractor may, with the Engineer's approval, close 1 of the traffic lanes in each direction of existing 4 lane and 6 lane roads, to perform the required work. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications and these Special Provisions. The Engineer shall be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If there is a discrepancy and/or the Traffic Control Plan submitted and approved by the City is not followed Contractor shall correct the discrepancy within 1 hour. If this is not mitigated the Contractor will stop work as directed by the Engineer.

Replace section 12-4.02A(2) with:

8-4.04A(2) Definitions

See section 1-1.07B of these Special Provisions for designated holidays.

Add to section 12-4.02C(3)(a):

Non-compliance with the traffic lane closure hours as specified in these Special Provisions shall result in a deduction from the Contractor's progress payment(s) as specified in section 8-1.10B.

Replace Reserved in section 12-4.10 with:

Full compensation for conforming to all requirements specified in section 12, "Temporary Traffic Control," excluding section 12-6, "Temporary Pavement Delineation," shall be considered as included in the contract lump sum price paid for "Traffic Control System."

12-6 TEMPORARY PAVEMENT DELINEATION

Add to section 12-6.01:

Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety."

Whenever existing thermoplastic traffic stripes, pavement markings and pavement markers are obliterated the minimum temporary pavement delineation to be provided shall be a single coat of waterborne traffic line paint applied in conformance with section 84, "Markings" of the State Standard Specifications and these Special Provisions.

Temporary striping traffic paint shall be placed in three stages of work; temporary traffic striping shall be placed after existing thermoplastic striping is removed, after chip seal placement, and after micro-surfacing placement. In addition, after any existing thermoplastic pavement striping, markings, and pavement markers or temporary paint has been obliterated by Chip Seal, Micro-surfacing, or Roseville Cape Seal operations, another (single) coat of waterborne traffic line paint shall be installed prior to opening the traveled way to public traffic or as determined by the Engineer. No significant difference in alignment between temporary paint and the final thermoplastic stripes and markings shall be allowed. If, in the opinion of the Engineer, a misalignment exists it shall be repaired to the satisfaction of the Engineer at the Contractor's expense. The temporary paint shall be the same color as the lane line or centerline the markers replace.

The temporary paint shall be applied at an approximate rate of 1 gallon per 215 square feet.

The use of temporary raised pavement markings will only be permitted for use after the micro-surfacing is placed and shall only be used for lane line delineation, and placement with adhesive nailing is not permitted. All raised pavement markers shall be removed prior to the placement of thermoplastic traffic stripes and pavement markings are installed.

The use of temporary raised pavement markers will not be permitted wherever permanent thermoplastic traffic stripes or pavement markers or markings are to be installed.

Add to section 12-6.03B:

Temporary lane line or centerline delineation consisting entirely of painted pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

If no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic:

1. W20-1 (Road Work Ahead) sign from 1,000 to 2,000 feet in advance of the no-passing zone
2. R4-1 (Do Not Pass) sign at the beginning of the no-passing zone and at 2,000-foot maximum intervals within the no-passing zone
3. W7-3a (Next ___ Miles) plaque beneath the W20-1 sign for continuous zones longer than 2 miles
4. R4-2 (Pass With Care) sign at the end of the no-passing zone

The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation.

Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

Add section 12-6.03C with:

Whenever edgelines (including golf cart lane lines and/or bike lane lines) are obliterated, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of a solid 4 inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.

Traffic stripe (4 inch wide) placed for temporary edgeline delineation shall be applied in conformance with the manufacturer's recommendations.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer or when the permanent pavement delineation is installed.

Add to section 12-6.04:

Full compensation for conforming to all the requirements specified in section 12-6, "Temporary Pavement Delineation" shall be considered as included in the lump sum contract price paid for "Temporary Paint for Pavement Markings, Striping, and Markers."

13 WATER POLLUTION CONTROL

13-1 GENERAL

Add to section 13-1.01A:

BMP devices shall conform to those shown within the City of Roseville's Storm Quality BMP Guidance Manual for Construction. The acceptable DI protection is shown in Appendix D of these Special Provisions and shall be installed and maintained by the Contractor. BMP's shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

Add to section 13-1.04:

Full compensation for conforming to all requirements specified in section 13, "Water Pollution Control" shall be considered as included in the contract unit price paid per each for "Placement and Maintenance of BMPS."

14 ENVIRONMENTAL STEWARDSHIP

14-8 NOISE AND VIBRATION

Add to section 14-8.02:

Noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

15 EXISTING FACILITIES

Add section 15-2 as follows:

15-2 ADJUST EXISTING FACILITIES TO GRADE

15-2.01 GENERAL

15-2.01A Summary

Section 15-2 includes specifications for adjusting existing facilities in the roadway to grade.

Work in this section shall conform to these Special Provisions, State Standard Specifications, and City of Roseville Construction and Design Standards.

All frames, grates, or covers of existing manholes, valve boxes, or other existing facilities shall be replaced, if damaged, and adjusted to grade no later than 5 working days after the streets have been resurfaced.

Existing utilities may conflict with the construction of the proposed replacement sections. The Contractor shall be required to coordinate the removal and relocation of the utility facility by the utility company. It shall be the Contractor's sole responsibility to effect the coordination and it shall be deemed, upon submission of a proposal, that the Contractor has reviewed field conditions and coordinated the removal and relocation of utility facilities with utility companies as required. The Contractor may be required to alter the work schedule and assignment of forces to prevent conflict with the utilities. No additional

compensation may be claimed because of delays due to utility relocation. The Contractor will not be assessed liquidated damages, and additional work days will be granted when a delay is caused by the failure of the owner of the utility facility to provide for removal or relocation of existing utility facilities.

The Contractor is encouraged to drive the limits of construction prior to bid to obtain an accurate number of frames and covers that are, or may be, affected by this project.

The Contractor shall provide traffic control for all phases of adjusting manholes and utility boxes in accordance with the provisions of section 12, "Temporary Traffic Control."

15-2.02 MATERIALS

Not used.

15-2.03 CONSTRUCTION

15-2.03A General

The Contractor shall adjust all City owned facilities to within 3/8 inch of finished grade. Handholes in the pavement for traffic signal detector loops do not need to be marked or adjusted to grade. All non-City owned facilities shall be raised by the owner of the utility. The Contractor shall be responsible for coordinating all work with owners of non-City owned utilities.

The floors of all manholes shall be covered in a manner approved by the Engineer to prevent debris from entering the system during adjustment. Manhole bottoms shall be cleaned of all debris after adjustments are made. Should the Contractor damage existing facilities when adjusting them to grade, the cost to replace and reinstall the new facility shall be borne by the Contractor.

It is the Contractor's responsibility to identify utility covers and its components that were clearly damaged prior to the start of work. Upon showing proof of such unsalvageable components, the Engineer shall make arrangements to supply the Contractor the necessary replacement materials. Utilities damaged by the Contractor shall be replaced at the Contractor's expense.

The Engineer may require the Contractor to immediately remove manhole covers and drop inlet grates for inspection and cleaning.

15-2.03B Raising Manhole Heads

1. City owned manhole heads shall be brought to the 3/8 inch below new grade by raising the head with concrete. However, the space between the top of the excavated manhole and the bottom of the casting to be set can be eliminated by installing no more than one grade ring per manhole. A grade ring shall be used only if the manhole cover surface can be maintained parallel to the street surface, and the ring is secure in all aspects as determined by the Engineer.
2. Excavations to raise manhole heads to the new pavement grade shall be such that there is a minimum of 1 foot clear circumference of the excavated pavement. The minimum depth of the annular region formed shall be 2 inches below the finish grade of the casting flange.
3. Castings shall be thoroughly cleaned of all loose or cracked concrete prior to reinstallation. The excavated area and casting shall be wet down thoroughly prior to receiving mortar or concrete. The mortar and concrete used shall be placed or shovel sliced to prevent voids between existing head and casting.
4. The finished grade of the manhole head and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the manhole head. The horizontal elevation difference between the manhole head and the new asphalt shall not exceed 3/8 inch in any direction.
5. Manhole heads shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day. Manhole heads set in concrete may be barricaded where approved by the Engineer.

15-2.03C Raising Water Valve Boxes and Sewer Boxes

1. Raising water valve and sewer boxes to the grade of 3/8 inch below the new pavement surface shall include furnishing and placing new boxes, standpipe risers, and liners as required.
2. The Contractor shall ensure that the box covers are not covered with asphalt emulsions and/or coatings during paving operations. Standpipes shall be clean and free of paving materials and debris.

3. The water valve operating nut shall be left fully exposed after all paving operations have been completed.
4. Existing boxes may be reused if they are G-5 Christy boxes and lids and the valve box covers and frames are not damaged, deficient, or broken. Water valve boxes shall be replaced with new G-5 Christy boxes and lids. Sewer boxes shall be replaced with matching boxes or as determined by the Engineer. Boxes damaged by the Contractor shall be replaced at the Contractor's expense.
5. All standpipes shall extend a minimum of 2 inches into the raised water valve boxes.
6. The finished grade of the boxes and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the box. The horizontal elevation difference between the box and the new asphalt shall not exceed 3/8 inch in any direction.
7. Boxes shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day. If unable to completely raise a water valve box by the end of that day, as a temporary measure, the Contractor shall place asphalt cutback in the depression to match adjacent surfaces. Barricades shall not be used overnight.

15-2.03D Raising Other Facilities

1. All other City owned facilities shall be brought to 3/8 inch below the new grade. Other City owned facilities include but are not limited to electric vaults, air release valve boxes, blow off boxes, and cathodic protection facilities.
2. Excavations to raise all other City owned facilities to the new pavement grade shall be such that there is a minimum of 1 foot clear circumference of the excavated pavement.
3. Castings shall be thoroughly cleaned of all loose or cracked concrete prior to reinstallation. The excavated area and casting shall be wet down thoroughly prior to receiving mortar or concrete. The mortar and concrete used shall be hand placed or shovel sliced to prevent voids between the existing facility and casting.
4. The finished grade of the facility and asphalt concrete shall be checked with a straight edge spanning the diameter of the asphalt cut around the facility. The horizontal elevation difference between the facility and the new asphalt shall not exceed 3/8 inch in any direction.
5. Facilities shall be completely raised the same day that the pavement patch is made to permit full use of traffic at the end of that day.

19 EARTHWORK

19-1.01A Summary

In addition to the requirements of Section 19-1.01 of the State Standard Specifications, the following shall apply:

The Contractor shall perform all excavation required for the complete project, to the lines and grades as shown on the Project Plans, as described in these Special Provisions, and as directed by the Engineer.

19-2.00 Roadway Excavation

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Excavated material not reused shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" and 16-1.04 "Removal and disposal of Materials", of the State Standard Specifications.

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. All material suitable for use as backfill shall be piled in an orderly manner a sufficient distance from the side of the excavation to avoid overloading and to prevent sliding into the excavation. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation.

Excavations adjacent to the existing roadway shall be closed at the end of each day's work. At the option of the Contractor, steel cover plates may be used at the end of each workday to cover excavations not backfilled adjacent to the roadway.

Excess excavated material suitable for use elsewhere in the construction may be reused therein. All surplus or unsuitable material shall become the property of the Contractor and shall be removed from the job site to a predetermined disposal site at the Contractor's expense.

The Contractor shall remove and dispose of all water entering excavations. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties.

Existing asphalt concrete pavement that is to remain intact shall be saw cut in a neat, straight, parallel line. All pavement damaged during the work shall be cut out in a rectangular pattern and removed and paved.

The maximum lift of backfill material shall depend upon the type of backfill material, relative compaction required, and proposed compaction method to be used, but in no case shall the loose lift thickness of any material exceed 8 inches.

HAZARDOUS MATERIAL DISPOSITION:

During the course of trenching, grading, grinding, or other excavation, should potentially hazardous materials or other questionable materials be encountered, the City's Resident Engineer shall be contacted immediately. The Contractor shall mark the site. The City will respond within 24 hours to investigate the site and render an opinion on the questionable materials regarding future action at the site. The intent is to minimize schedule delays to the construction.

The City will be responsible for delineating any required exclusions zones, removing and containerizing questionable material, as well as monitoring the work site for compliance with applicable health and safety compliance.

Removed material will be contained in drums, or drop boxes, depending on the volume, and temporarily staged within the fenced area behind the existing building located at the west side of the parking lot. The staging duration will only be long enough to obtain analytical laboratory results and confirm disposition instructions on the material. For each discovery, it is anticipated the material will be staged for less than 30 days.

PAYMENT

The contract unit price paid per cubic yard for Roadway Excavation shall include in the cubic yard price paid for in roadway excavation and the full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in performing roadway excavation complete in place, including excavating, sloping, rounding, loading, hauling, depositing, spreading, compacting and preparing subgrade and dewatering, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

19-2.02 UNSUITABLE MATERIAL

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. The pay quantity for backfill shall be the same as that computed for unsuitable material excavation as specified herein. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

The estimated quantity for Unsuitable Material is for bidding purposes only and an estimated 500 cubic yards has been included. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

The contract unit price paid per cubic yard for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

37-3 SLURRY SEALS AND MICRO-SURFACINGS

Replace section 37-3.03 with:

37-3.03 MICRO-SURFACINGS

37-3.03A General

37-3.03A(1) Summary

Section 37-3.03 includes specifications for applying micro-surfacings.

Applying a micro-surfacing shall consist of mixing a polymer modified, cationic micro-surfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these Special Provisions and State Revised Standard Specifications, and as directed by the Engineer.

37-3.03B Material

37-3.03B(1) Micro-surfacing Emulsion (MSE)

Micro-surfacing emulsion (MSE) shall be homogenous and shall conform to the provisions of these Special Provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Micro-Surfacing Emulsion (MSE)

Specific Designation	Test Method	Requirement
Viscosity SSF @ 25°C	AASHTO T59	15 – 90 seconds
Sieve, max	AASHTO T59	0.30 percent
Settlement, 5 days, max	ASTM D6930 or AASHTO T59	5 percent
Storage Stability, 1 day, max	AASHTO T59	1 percent
Residue by Evaporation, min	California Test 331	64 percent
Specification Designation for Residue		
Specific Designation	Test Method	Requirement
Penetration @ 25°C, 100g, 5s, 0.1 mm	AASHTO T49	40 – 90
Softening Point, min	AASHTO T53	61°C
G*, @ 20°C, 10 rad/sec ^a	AASHTO T315	Report Only
Phase angle @ 50°C, 10 rad/sec, PA (max) – PA base ^b	AASHTO T315	Report Only
Stiffness, @ -12°C, MPa and M-value	AASHTO T315	Report Only
Torsional Recovery, %	California Test 332	>21%
Polymer Content, % (by weight)	California Test 402	>3.5%
25mm plates for the 50°C test. 8mm plates for the 20°C test.		

37-3.03B(2) Water and Additives

Water shall be of such quality that the asphalt will not separate from the MSE before the micro-surfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing product may be used.

37-3.03B(3) Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

37-3.03B(4) Aggregate

The aggregate used for micro-surfacing shall be Type II. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. The aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate shall not be allowed. The Contractor shall specify in the bid proposal the name and location of the black rock aggregate quarry and shall provide certification at the preconstruction conference that the rock was crushed a minimum of 90 days prior. The Contractor shall submit samples of the black rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type II	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	94 – 100
#8 (2.36 mm)	65 – 90
#16 (1.18 mm)	40 – 70
#30 (600 µm)	25 – 50
#200 (75 µm)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type II		
Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	75
Percentage of Crushed Particles (min) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max) ²	211	35%
¹ CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."		
² Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm)	94 – 100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	65 – 90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	40 – 70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	25 – 50	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5 – 15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		\$5.00 per ton	\$7.50 per ton	\$10.00 per ton	\$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the Micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68 – 69	\$5.00 per ton
66 – 67	\$7.50 per ton
65	\$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice.

However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 75, but not less than 70, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 or over	NONE
73 – 74	\$5.00 per ton
71 – 72	\$7.50 per ton
70	\$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(4)(a) Aggregate for Rut filling

Micro-surfacing (Type III) shall be used for rut filling and shall conform to these Special Provisions.

The aggregate used for Type III shall be grey rock aggregate. The grey rock aggregate shall be 100% crushed with no rounded particles. The material shall be free from vegetation and other deleterious substances. The Contractor shall submit samples and test results of the grey rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type III	
Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	70 – 90
#8 (2.36 mm)	45 – 70
#16 (1.18 mm)	28 – 50
#30 (600 µm)	19 – 34
#200 (75 µm)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type III

Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	70
Percentage of Crushed Particles (min) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max) ²	211	35%
¹ CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."		
² Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm)	70 – 90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	45 – 70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	28 – 50	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	19 – 34	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5 – 15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		\$5.00 per ton	\$7.50 per ton	\$10.00 per ton	\$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68 – 69	\$5.00 per ton
66 – 67	\$7.50 per ton
65	\$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 or over	NONE
73 – 74	\$5.00 per ton
71 – 72	\$7.50 per ton
70	\$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index, or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(5) Mix Design

At least 7 working days before the micro-surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Micro-surfacing Mix Design	
Material	Proportion Limits
Residual Asphalt	7.5% to 10.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed micro-surfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 minute (Set) (min) @ 60 minute (Traffic) (min)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m ²
Wet Stripping (min)	TB* 114	90%

TB* = Technical Bulletin

Test	ISSA Test Method	Requirements
Wet Track Abrasion 6-day soak loss (max) 1-hour soak	TB* 100	810 g/m ² 538 g/m ²
Displacement Lateral (max) Specific Gravity after 1000 cycles of 56.8 kg (max)	TB* 147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 25°C	TB* 113	Controllable to 120 seconds

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these Special Provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance

with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100°F. This 100°F mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the micro-surfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the micro-surfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in these Special Provisions, the micro-surfacing mixture shall be sufficiently cured to support unrestricted traffic.

37-3.03C Construction

37-3.03C(1) Surface Preparation

Before placing the micro-surfacing, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, vegetation, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

37-3.03C(2) Weather Conditions

The micro-surfacing mixture shall not be placed when the ambient temperature is below 55°F or during unsuitable weather. Micro-surfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

37-3.03C(3) Equipment

37-3.03C(3)(a) General

The equipment used by the Contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom.

37-3.03C(3)(b) Mixing and Spreading Equipment

The micro-surfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of micro-surfacing to be placed. All indicators shall be in conformance with the provisions of these Special Provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these Special Provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of section 5-1.33, "Equipment," of the State Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 3 inches in height, located on the front and rear of the vehicle.

The micro-surfacing mixture shall be spread by means of a spreader box conforming to sections 37-3.03C(3)(b)(i) and 37-3.03C(3)(b)(ii).

37-3.03C(3)(b)(i) Spreader Box

The mixture shall be agitated and spread uniformly in the surfacing box by means of motor driven twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry, the box shall be adjustable. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of micro-surfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform micro-surfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the micro-surfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

37-3.03C(3)(b)(ii) Wheel Path Depression (Rut) Box

The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between 5 feet and 6 feet. Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

The micro-surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods upon approval of the Engineer.

Flexible fabric drags attached to the rear of the wheel path depression (rut) box shall not be used.

37-3.03C(3)(c) Mixer and Spreader Truck Calibration

Each mixer/spreader truck used on the project shall be calibrated in accordance with California Test 109. The trucks shall be calibrated for rock, emulsion, cement, additives, and any mineral filler used. Calibrations shall take place a maximum of 10 days prior to application of micro-surfacing. The Contractor shall notify the Engineer a minimum of 3 working days prior to calibration so that City representatives may make arrangements to observe.

For all material calibrated, 3 consecutive runs per gate setting shall be completed and these 3 test runs must not deviate from their combined mathematical average by more than 2.0%.

Calibrations will take place at most once a week or as required by the Engineer and no machine will be allowed to work on the project until the calibration has been completed and/or accepted 3 working days before the start of work. Weigh back tickets shall be submitted at the end of each work day that micro-surfacing is placed.

37-3.03C(4) Proportioning

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than 1 kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive

displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these Special Provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

37-3.03C(5) Application Rate of Aggregate

Micro-surfacing spread rates must be within the ranges shown on the following table:

Micro-surfacing Type	Application Range (lb of dry aggregate/sqyd)
Type II	15 – 18
Type III	20 – 30

The micro-surfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling, or otherwise shifting of the mixture.

37-3.03C(6) Repair Wheel Path Depressions

When wheel path depressions have a cross section that is deformed 1/2 inch or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box. The depth of the wheel path depression shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for wheel path depressions shall be 1 inch. Wheel path depressions of depths greater than 1 inch shall require multiple applications in each depression. A pneumatic tired roller shall be used after all rut filling operations. The roller shall make 2 passes at slow speed no more than 7 mph. Wheel path depressions having a cross section greater than 1/2 inch and less than 1 inch shall be paid for under the contract bid item "Micro-surfacing (Type III)".

Wheel path depression repair shall be constructed with a slight crown to allow for initial compaction by traffic on the micro-surfacing.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of 12 hours before additional lifts of micro-surfacing material are placed for rut filling purposes or as surface courses.

37-3.03C(7) Placement

Micro-surfacing shall be placed no earlier than 7 calendar days after Chip Seal operation on roads to receive the Roseville Cape Seal as shown on the plans.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product, this shall be required for approval in writing 5 working days prior to the start of work.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the micro-surfacing. Other suitable methods to avoid double placement of the micro-surfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro-surfacing will not adhere to or be picked up by the tires of vehicles.

If the micro-surfacing is not capable of supporting unrestricted traffic at the expiration of the road closure hours, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions. Placement of the micro-surfacing shall cease before the expiration of road closure hours as specified in these Special Provisions.

37-3.03C(8) Sweeping

Initial sweeping shall begin 1 day after the micro-surfacing placement. Care shall be taken to avoid unraveling the micro-surfacing. Excessive sweeping will not be allowed.

Seven sweepings shall be considered as included in the contract price paid for micro-surfacing. The first sweeping shall be performed the day after the application is applied. The second sweeping shall be performed 3 days after the micro-surfacing application is applied. The third sweeping shall be performed 5 days after the micro-surfacing application is applied. The forth sweeping shall be performed 7 days after the micro-surfacing is applied. The fifth sweeping shall be performed 10 days after the micro-surfacing is applied. The sixth sweeping shall be performed 15 days after the micro-surfacing is applied. The seventh sweeping shall be performed during the punch list process.

Prior to each sweeping, the Contractor shall contact the Engineer with the street's sweeping schedule. After sweeping takes place, the Contractor shall contact the Engineer for acceptance of the street sweeping.

If the sweeping is not done to the schedule listed above, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions.

The Contractor shall remove all loose aggregate from the curbs, gutters, driveways, and sidewalks prior to sweeping the roadway surface. The Contractor will be responsible to sweep abutting adjacent areas and haul routes. The Contractor shall have 1 working day to sweep the adjacent areas and haul route when requested in writing by the Engineer.

The Contractor shall sweep the micro-surfaced streets and adjacent areas with a self-propelled vacuum or regenerative air sweeper. Any additional sweepings required to remove excess material shall be performed as directed by the Engineer at no additional expense to the City.

37-3.03C(9) Test Strip

The Contractor shall construct a test strip for evaluation by the Engineer 10 working days prior to the micro-surfacing application. The test strip shall be 500 feet to 1000 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of micro-surfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified. The location of the test strip shall be specified by the City.

The micro-surfacing test strip shall have a break time and shall be able to be open to cross traffic no greater than 1 hour after the micro-surfacing is placed. This time will be reflected on the global projects break time and capability of being open to cross traffic. The global project shall have this break time and shall be able to be open to cross traffic no greater than 1 hour after placement of the micro-surfacing. If the test strip does not meet this requirement the test strip will be rejected and shall be removed at the Contractors expense.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

37-3.03C(10) Repair of Early Distress

If bleeding, raveling, delamination, rutting, or washboarding occurs within 60 days after placing the micro-surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

37-3.03D Payment

The payment quantity for micro-surfacing bid items paid for by weight is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity for micro-surfacing does not include the weights of added water, mineral filler, and additives.

Weight shall be determined from calibrations and revolutions per day and verified with weight back tickets. The revolutions for each truck shall be submitted to the construction inspector prior to the start of work and the final revolution count shall be submitted to the construction inspector at the end of the day for every day micro-surfacing is applied, work shall not be permitted until these requirements are met.

All weight tickets including aggregate and emulsion tickets shall be turned in on a daily basis. For materials that is stockpiled prior to the start of the project, those tickets are required on a daily basis and at the end of the business day. In that case, upon project completion, weight back tickets are required for the emulsion and leftover stockpile aggregate shall be deducted and removed.

Full compensation for conforming to all requirements specified in section 37-3.03, "Micro-Surfacings" shall be considered as included in the contract unit price paid per ton for "Micro-Surfacing (Type II)" and "Micro-Surfacing (Type III)".

The estimated quantity for "Micro-Surfacing (Type III)" bid item is included in order to establish a unit price per ton. The Contractor shall obtain written authorization from the Engineer prior to placement of the material. This contract bid item shall be paid only on the basis of written authorization from the Engineer. The City reserves the right to increase, decrease, or delete this item entirely at the discretion of the Engineer. Changes in quantity shall be paid at the unit price specified in the Contractors bid, no additional compensation shall be allowed for changes in quantity. No additional compensation shall be due the Contractor in the event this bid item is deleted entirely.

The Contractor shall use a depth of 1 inch to determine the contract bid item for "Micro-surfacing (Type III)".

The Contractor shall use a spread rate of 17 pounds of dry aggregate per square yard to determine the contract bid item for "Micro-surfacing Type II".

The Contractor shall use a spread rate of 22 pounds of dry aggregate per square yard to determine the contract bid item for "Micro-surfacing Type III".

39 HOT MIX ASPHALT

SECTION 39 HOT MIX ASPHALT (ASPHALT CONCRETE)

39-1.01A HOT MIX ASPHALT (ASPHALT CONCRETE) - 3/4", TYPE A

GENERAL

Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard process. This work also includes construction of an asphalt concrete dike, at the locations shown on the plans, and as directed by the Engineer.

Comply with Section 39, "Hot Mix Asphalt," of the Amendments to the Standard Specifications.

Submittals

The first paragraph of Section 39-1.03E "Job Mix Formula Verification" of the Standard Specifications is modified to read: "If Contractor cannot submit a Caltrans or City of Roseville -verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies one proposed JMF for each HMA type and aggregate size specified at the City's cost. The Engineer deducts \$3,500 from payments for each verification exceeding this limit including a JMF adjusted after verification failure." The last paragraph of Section 39-1.03E is omitted.

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 70-10.

Aggregate

The aggregate for HMA Type A must comply with the 3/4-inch grading.

CONSTRUCTION

Vertical Joints

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Conform Tapers

Place shoulder conform tapers concurrently with the adjacent lane's paving.

PAYMENT

The contract unit price paid per ton for Hot Mix Asphalt (3/4", Type A) shall include full compensation for furnishing all labor, materials, tools, cores, 1 JMF, testing, equipment, and incidentals and for doing all the work involved in placing Hot Mix Asphalt (3/4", Type A), including placing and compacting material for AC digouts and other asphalt areas, as shown on the plans, as specified in the Standard Specifications, and as directed by the Engineer

Full compensation for conforming to the requirements for placing hot mix asphalt dike of this section shall be considered as included in the prices paid for various contract items of work, and no additional compensation will be allowed therefor.

39-9.11 TRANSPORTING, SPREADING, AND COMPACTING

In addition to the requirements of Section 39-1.11 of the Amendments to the Standard Specifications, delete the phrase "3.1. Asphalt concrete surfacing replacement areas."

39-1.23 HOT MIX ASPHALT TYPE C

Replace section 39-1.23 with:

39-1.23A GENERAL

39-1.23A (1) SUMMARY

This work includes producing and placing hot mix asphalt (HMA) Type C using the Standard process.

Comply with the specifications for HMA Type A under Section 39, "Hot Mix Asphalt," of the Standard Specifications.

39-1.23 B Submittals

Quality Control / Quality Assurance Projects

With the job mix formula (JMF) submittal, submit:

1. California Test 204 plasticity index results
2. California Test 371 tensile strength ratio results for untreated HMA
3. California Test 371 tensile strength ratio results for treated HMA if untreated HMA tensile strength ratio is below 70

At project start-up and once during production, submit samples split from your HMA production sample for California Test 371 to the Engineer and the Transportation Laboratory, Attention: Moisture Test.

With the JMF submittal, at project start-up, and every 5,000 tons, submit the California Test 371 test results for mix design and production to the Engineer and electronically to:

Moisture_Tests@dot.ca.gov

JMF VERIFICATION

If Contractor cannot submit a Caltrans or City of Roseville -verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies one proposed JMF for each HMA type and aggregate size specified at the City's cost. The Engineer deducts \$3,500 from payments for each verification exceeding this limit including a JMF adjusted after verification failure..

Data Cores

Three business days before starting coring, submit proposed methods and materials for backfilling data core holes.

Submit to the Engineer and electronically to Coring@dot.ca.gov:

1. A summary of data cores taken
2. A photograph of each data core

For each data core, the summary must include:

1. Project identification number
2. Date cored
3. Core identification number

4. Type of materials recovered
5. Type and approximate thickness of unstabilized material not recovered
6. Total core thickness
7. Thickness of each individual material to within:
 - 7.1 For recovered material, 1/2 inch
 - 7.2 For unstabilized material, 1.0 inch
8. Location including:
 - 8.1. County
 - 8.2. Route
 - 8.3. Post mile
 - 8.4. Lane number
 - 8.5. Lane direction
 - 8.6. Station

Each data core digital photograph must include a ruler laid next to the data core. Each photograph must include:

1. The core
2. Project identification number
3. Core identification number
4. Date cored
5. County
6. Route
7. Post mile
8. Lane number
9. Lane direction

After data core summary and photograph submittal, dispose of cores under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Quality Control and Assurance

Quality Control / Quality Assurance Projects

For the mix design, determine the plasticity index of the aggregate blend under California Test 204. Choose an antistrip treatment and use the corresponding laboratory procedure for the mix design in compliance with:

Antistrip Treatment Lab Procedures for Mix Design

Antistrip Treatment	Lab Procedure
Plasticity index from 4 to 10 ^a	
Dry hydrated lime with marination	LP-6
Lime slurry with marination	LP-7
Plasticity index less than 4	
Liquid	LP-5
Dry hydrated lime without marination	LP-6
Dry hydrated lime with marination	LP-6
Lime slurry with marination	LP-7

Notes:

^a If the plasticity index is greater than 10, do not use that aggregate blend.

For the mix design, determine tensile strength ratio under California Test 371 on untreated HMA. If the tensile strength ratio is less than 70:

1. Choose from the antistrip treatments specified based on plasticity index.
2. Test treated HMA under California Test 371.
3. Treat to a minimum tensile strength ratio of 70.

On the first production day and at least every 5,000 tons, sample HMA and test under California Test 371.

The Department does not use California Test 371 test results for JMF verification and production to determine specification compliance.

Take 3 density cores for every 250 tons of HMA Type C from random locations the Engineer designates.

With the minimum quality control testing for the specified construction process, perform sampling and testing at the specified frequency for the following quality characteristics:

Minimum Quality Control

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Requirement	
Asphalt binder content (%)	CT 379 or 382	1 per 750 tons and any remaining part	JMF ± 0.40	
Stabilometer Value ^{a, b} (min.)	CT 366	1 per 4,000 tons or 1 per 2 business days, whichever is more	37 ^c (Modified) 35 ^d	
Air voids content (%) ^{a, e}	CT 367		Design ± 2	
Percent of crushed particles ^f Coarse aggregate (% min.) Two fractured faces Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve) (% min) One fractured face	CT 205	1 per 5,000 tons or 1 per 5 business days, whichever is more	95	
			90	
Fine aggregate angularity ^{f, g} (% min.)	CT 234		45	
Los Angeles Rattler ^f Loss at 100 rev. (% max.) Loss at 500 rev. (% max.)	CT 211	As necessary and designated in the QCP. At least once per project	12 40	
Flat and elongated particles ^f (% max. by weight @ 5:1)	CT 235		10	
Design air void content			4.0	5.0
Field compaction (% of max. theoretical density) ^{h, i, j}	CT 375	1 per 750 tons or any single location, whichever is less	92 – 97	91 – 96
Voids in mineral aggregate (% min.) 1/2" grading 3/4" grading 1" grading ^k with NMAS = 1" with NMAS = 3/4"	LP-2	1 per 4,000 tons or 1 per 2 business days, whichever is more	14.0 13.0	15.0 14.0
			12.0 13.0	13.0 14.0
Voids filled with asphalt (%) 1/2" grading 3/4" grading 1" grading	LP-3		65.0–75.0 65.0–75.0 65.0–75.0	60.0–70.0 60.0–70.0 60.0–70.0

Dust proportion ^l (P200/Pbe)	LP-4	1 per 4,000 tons or 1 per 2 business days, whichever is more (Report Only)	0.6 – 1.3	0.6 – 1.3
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Notes:

^a Report the average of 3 tests from a single split sample.

^b If the stability range is more than 12 points, prepare and test new briquettes.

^c Follow CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply 12,600 lb. leveling load; and perform stabilometer test at 140 °F.

^d Modify CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply additional 500 tamps at 500 psi tamping pressure and 140 °F compaction temperature; apply 12,600 lb. leveling load; and perform stabilometer test at 140 °F.

^e Determine the bulk specific gravity of each lab-compacted briquette under CT 308, Method A. Determine theoretical maximum specific gravity under CT 309. Calculate the air voids content of each specimen using CT 309 and LP 1. Modify CT 367, Paragraph C5, to use the design air voids content specified under "Hot Mix Asphalt Type C Mixture."

^f Aggregate must comply with the quality specifications before it is treated with lime. During lime treatment except for dry lime on damp aggregate treatment at continuous mixing plants, sample coarse and fine aggregate from individual stockpiles. Combine aggregate in the JMF proportions. Prepare and test 3 samples from a single split sample for aggregate quality at the frequency specified during lime treatment and report test results as the average of the 3 tests.

^g The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^h Determine field compaction for any of the following conditions:

1. 1/2-inch aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch or 1-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

ⁱ Use California Test 375 to determine field compaction, except use:

1. In-place density measurements using the method specified in your QC plan instead of using the nuclear gage in Part 4 of California Test 375.
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5 of California Test 375.

^j For Standard process, take and average 3 cores per 250 tons of HMA placed

^k Minimum VMA dependent upon NMAS of JMF. NMAS is defined as one sieve size larger than the first sieve to retain more than 10 percent.

^l Asphalt content based on dry weight of aggregate.

With the acceptance testing for the specified construction process, the Engineer samples and tests the following quality characteristics:

HMA Type C Acceptance

Quality Characteristic	Test Method	Requirement	
Asphalt binder content (%)	CT 379 or 382	JMF $\pm$ 0.40	
Stabilometer Value ^{a, b} , (min.)	CT 366	37 ^c (Modified) 35 ^d	
Air voids content (%) ^{a, e}	CT 367	Design $\pm$ 2	
Percent of crushed particles ^f Coarse aggregate (% min.) Two fractured faces Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve) (% min) One fractured face	CT 205	95 90	
Fine aggregate angularity ^{f, g} (% min.)	CT 234	45	
Los Angeles Rattler ^f Loss at 100 rev. (% max.) Loss at 500 rev. (% max.)	CT 211	12 40	
Flat and elongated particles ^f (% max. by weight @ 5:1)	CT 235	10	
Design air void content		4.0	5.0
Field compaction ^{h, i, j} (% of max. theoretical density)	CT 375	92 – 97	91 – 96
Voids in mineral aggregate (% min.) 1/2" grading 3/4" grading 1" grading ^k with NMAS = 1" with NMAS = 3/4"	LP-2	14.0 13.0 12.0 13.0	15.0 14.0 13.0 14.0
Voids filled with asphalt (%) 1/2" grading 3/4" grading 1" grading	LP-3	65.0– 75.0 65.0– 75.0 65.0– 75.0	60.0–70.0 60.0–70.0 60.0–70.0

Dust proportion ^l (P200/Pbe)	LP-4	0.6 – 1.3 Report Only
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Notes:

^a The Engineer reports the average of 3 tests from a single split sample.

^b If the stability range is more than 12 points, the Engineer prepares and tests new briquettes.

^c The Engineer follows CT 366 modified as: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply 12,600 lb. leveling load; and perform stabilometer test at 140 °F.

^d Modified CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply additional 500 tamps at 500 psi tamping pressure and 140 °F compaction temperature; apply 12,600 lb. leveling load; and perform stabilometer test at 140 °F.

^e The Engineer determines the bulk specific gravity of each lab-compacted briquette under CT 308, Method A. The Engineer determines theoretical maximum specific gravity under CT 309. The Engineer calculates the air voids content of each specimen using CT 309 and LP 1. The Engineer modifies CT 367, Paragraph C5, to use the design air voids content specified under "Hot Mix Asphalt Type C Mixture."

^f Aggregate must comply with the quality specifications before it is treated with lime. During lime treatment, except for dry lime on damp aggregate treatment at continuous mixing plants; the Engineer samples coarse and fine aggregate from individual stockpiles, combines aggregate in the JMF proportions, and prepares and tests 3 samples from a single split sample for aggregate quality at the frequency specified during lime treatment and report test results as the average of the 3 tests.

^g The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^h The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch or 1-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

ⁱ California Test 375 is used to determine field compaction, except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4 of California Test 375.
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density of California Test 375, Part D.

^j For Standard process, the Engineer takes and averages 3 cores per 250 tons of HMA placed.

^k Minimum VMA dependent upon NMAS of JMF. NMAS is defined as one sieve size larger than the first sieve to retain more than 10 percent.

^l Asphalt content based on dry weight of aggregate.

The Engineer tests the 3 density cores you take from every 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density. The Engineer determines the percent of maximum theoretical density for every 250 tons of HMA production by determining the average of the 3 density cores.

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA if any of the following applies:

1. 1/2-inch aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15.
2. 3/4-inch or 1-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot and any layer is less than 0.20 foot.

For every 250 tons of HMA production, the Engineer determines a deduction for percent of maximum theoretical density for each average of 3 density cores if it is outside the specifications, as follows:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type C Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type C Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

For each 250 tons of HMA production, the Engineer determines a deduction for percent of maximum theoretical density for each average of 3 density cores if it is outside the specifications, as follows:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	96.0	0.0000
90.9	0.0125	96.1	0.0125
90.8	0.0250	96.2	0.0250
90.7	0.0375	96.3	0.0375
90.6	0.0500	96.4	0.0500
90.5	0.0625	96.5	0.0625
90.4	0.0750	96.6	0.0750
90.3	0.0875	96.7	0.0875
90.2	0.1000	96.8	0.1000
90.1	0.1125	96.9	0.1125
90.0	0.1250	97.0	0.1250
89.9	0.1375	97.1	0.1375
89.8	0.1500	97.2	0.1500
89.7	0.1625	97.3	0.1625
89.6	0.1750	97.4	0.1750
89.5	0.1875	97.5	0.1875
89.4	0.2000	97.6	0.2000
89.3	0.2125	97.7	0.2125
89.2	0.2250	97.8	0.2250
89.1	0.2375	97.9	0.2375
89.0	0.2500	98.0	0.2500
< 89.0	Remove and Replace	> 98.0	Remove and Replace

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type C must be 70-10.

Aggregate

The aggregate for HMA Type C must comply with the 1/2 -inch grading.

Choose a sieve size target value (TV) within each target value limit presented in the following table:

Aggregate Gradation**(Percentage Passing)****HMA Type C****1-inch HMA Type C**

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	88 - 93	TV ±5
1/2"	72 - 85	TV ±6
3/8"	55 - 70	TV ±6
No. 4	35 - 52	TV ±7
No. 8	22 - 40	TV ±5
No. 30	8 - 24	TV ±4
No. 50	5 - 18	TV ±4
No. 200	3 - 7	TV ±2

3/4–inch HMA Type C

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 95	TV ±5
1/2"	60 - 75	TV ±6
No. 4	35 - 52	TV ±7
No. 8	22 - 36	TV ±5
No. 30	8 - 18	TV ±4
No. 200	3 - 7	TV ±2

1/2–inch HMA Type C

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 98	TV ±6
3/8"	64 - 84	TV ±6
No. 4	42 - 57	TV ±7
No. 8	29 - 39	TV ±5
No. 30	13 - 19	TV ±4
No. 200	3 - 7	TV ±2

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

Aggregate Quality

Quality Characteristic	Test Method	Requirement
Percent of crushed particles	CT 205	95
Coarse aggregate (% min.)		
Two fractured faces		
Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve.) (% min)		
One fractured face		90
Los Angeles Rattler (% Max.)	CT 211	
Loss at 100 rev.		12
Loss at 500 rev.		40
Sand equivalent ^a (min.)	CT 217	47
Fine aggregate angularity ^b (% min.)	CT 234	45
Flat and elongated particles (% max. by weight @ 5:1.)	CT 235	10

Note:

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock and gravel.

If lime treatment is required, sample coarse and fine aggregate from individual stockpiles during lime treatment except for dry lime on damp aggregate at continuous mixing plants. Combine aggregate in the JMF proportions.

Hot Mix Asphalt Type C Mixture

During mix design, determine the optimum binder content (OBC) at 4% percent air voids content.

Determine the proposed JMF from a mix design that complies with:

Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method or Lab Procedure	Requirement	
Design air voids content (%)		4.0	5.0
Air voids content ^a (%)	CT 367	4.0	5.0
Voids in mineral aggregate (% min.) ^b 1/2" grading 3/4" grading 1" grading with NMAS = 1" with NMAS = 3/4"	LP-2	14.0	15.0
		13.0	14.0
		12.0	13.0
		13.0	14.0
Voids filled with asphalt (%) 1/2" grading 3/4" grading 1" grading	LP-3	65.0 – 75.0	60.0 – 70.0
		65.0 – 75.0	60.0 – 70.0
		65.0 – 75.0	60.0 – 70.0
Dust proportion ^c (P200/Pbe)	LP-4	0.6 – 1.3	0.6 – 1.3
Stabilometer value (min.) ^d	CT 366	37 ^e	37 ^e
		(Modified) 35 ^f	(Modified) 35 ^f

Notes:

^a Calculate the air voids content of each specimen using CT 309 and LP-1. Modify CT 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

^b Minimum VMA is dependent upon NMAS of JMF. NMAS is defined as one sieve size larger than the first sieve to retain more than 10 percent.

^c Asphalt content based on dry weight of aggregate

^d Modify CT 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 ± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

^e Follow CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply 12,600 lb leveling load; and perform stabilometer test at 140 °F.

^f Modify CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply additional 500 tamps at 500 psi; apply 12,600 lb leveling load; and perform stabilometer test at 140 °F.

CONSTRUCTION

Pave HMA Type C in maximum 0.20-foot thick compacted layers.

Pave HMA Type C in maximum 0.35-foot thick compacted layers.

Pave HMA Type C in maximum 0.45-foot thick compacted layers.

Vertical Joints

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Before opening the lane to traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic.

Place HMA Type C on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMA Type C layers on adjacent lanes is between 5 feet and 10 feet. Place additional HMA Type C along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA Type C to form temporary conforms. You may place kraft paper or another approved bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

Conform Tapers

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA Type C along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA Type C to form a smooth conform taper.

Data Cores

Take data cores that include the completed HMA pavement, underlying base, and subbase material. Protect data cores and surrounding pavement from damage.

Take 4-inch or 6-inch diameter data cores:

1. At the beginning, end, and every 1/2 mile within the paving limits of each route on the project
2. After all paving is complete
3. From the center of the specified lane

On a 2-lane roadway, take data cores from either lane. On a 4-lane roadway, take data cores from each direction in the outermost lane. On a roadway with more than 4 lanes, take data cores from the median lane and the outermost lane in each direction.

Each core must include the stabilized materials encountered. You may choose not to recover unstabilized material but you must identify the material. Unstabilized material includes:

1. Granular material
2. Crumbled or cracked stabilized material
3. Sandy or clayey soil

PAYMENT

The contract unit price paid per ton for High Stability HMA shall be paid for in the "Hot Mix Asphalt (1/2", Type C)" and shall include full compensation for furnishing all labor, materials, tools, cores, testing, equipment, and incidentals and for doing all the work involved in placing High Stability HMA (1/2", Type C), including placing, material, cores, 1 JMF, and compacting material for AC digouts and other asphalt areas, as shown on the plans, as specified in the Standard Specifications, and as directed by the Engineer.

51 CONCRETE STRUCTURES

51-1.01 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

51-1.02 MINOR STRUCTURES

A. Drop Inlets

Drop inlets, drainage manholes, inlet structures, pipe outlet access control racks, concrete inlet structures, pipe headwalls, pipe end wing walls, erosion control pipe discharges, and other miscellaneous concrete structures shall conform to the Section 101—Drainage of the City of Roseville Construction Standards and Section 51—Concrete Structures of the Caltrans Standard Specifications.

The contract unit price paid for Drainage Inlets Type "C" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and constructing Drainage Inlets Type "C" complete in place, including removal of existing drainage inlet being replaced, connection of storm drain, metal grates, reinforcing steel, excavation, backfill, shoring, shoring plan, and compaction as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Concrete aprons adjacent to drop inlets shall conform to Section 73-1.01 "Miscellaneous Concrete Construction" of these special provisions. Full compensation for concrete aprons shall be considered as included in the contract unit price paid for the adjacent inlet type and no additional compensation is allowed.

51-1.23 PAYMENT

The contract price paid per each for Drainage Inlet Type "C", and other miscellaneous concrete structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and constructing drop inlets, inlet structures, connection of lateral pipes, and other miscellaneous concrete structures, complete in place, including removal of existing drainage facilities, saw cutting, structure excavation and structure backfill, roadway excavation, backfill, concrete, trenching, ADA requirements, frames, grates, miscellaneous hardware, materials, adjustment of frame and grate to grade and any incidentals need to do the work, as specified on the Plans, and as specified in the City of Roseville Construction Standards, the Caltrans Standard Specifications, and as directed by the Engineer.

63 STORM DRAIN PIPE

63-1.01 MATERIAL

Contractor's attention is directed to Section 101, "Drainage," and Section 31, "Trench backfill," of the City of Roseville's Construction Standards.

Storm drain pipe materials shall conform to the provisions in Section 101-8.D "Storm Drain Pipe" of the City of Roseville Construction Standards and these Special Provisions.

63-1.02 GENERAL

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 4 feet or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

Contractor shall determine if shoring is required for construction of drainage systems. All costs associated with shoring shall be considered as included in the unit cost per linear foot paid for the pipe system being installed and no additional compensation shall be allowed therefor.

63-1.03 MEASUREMENT AND PAYMENT

The City does not pay any additional cost for use of optional supplementary cementitious material.

The City does not pay any additional cost for excess concrete cover over steel reinforcement.

The contract unit price paid per linear foot for Storm Drain Pipe, shall be included in the price paid for remove and replace storm drain pipe and shall include the sizes shown on the plans shall include full compensation for furnishing all labor, materials, excavation, backfill, compaction, structural excavation, shoring placement and maintenance, structural backfill, shoring, slurry cement backfill, connections, grouting, tools, equipment, and incidentals, and for doing all work involved in completing this item of work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

65 REINFORCED CONCRETE PIPE

65-1.01 REINFORCED CONCRETE PIPE

Contractor's attention is directed toward Section 101, "Drainage," and Section 31, "Trench backfill," of the City of Roseville's Construction Standards.

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

GENERAL

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 4 feet or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

Contractor shall determine if shoring is required for construction of drainage systems. All costs associated with shoring shall be considered as included in the unit cost per linear foot paid for the pipe system being installed and no separate payment shall be made therefor.

63-1.03 MEASUREMENT AND PAYMENT

The City does not pay any additional cost for use of optional supplementary cementitious material.

The City does not pay any additional cost for excess concrete cover over steel reinforcement.

The contract unit price paid per linear foot for Reinforced Concrete Storm Drain Pipe, shall be included in the price paid for remove and replace storm drain pipe and shall include the sizes shown on the plans shall include full compensation for furnishing all labor, materials, excavation, backfill, compaction, structural excavation, shoring placement and maintenance, structural backfill, shoring, slurry cement backfill, connections, grouting, tools, equipment, and incidentals, and for doing all work involved in completing this item of work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

73 CONCRETE CURBS AND SIDEWALKS

73 1.01 MISCELLANEOUS CONCRETE CONSTRUCTION

Portland Cement Concrete curbs, gutters, sidewalks, curb ramps, concrete medians, concrete islands, bus pads, bus turnouts, valley gutters and driveways shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications and these special provisions.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

The manufacturer shall provide a written 5 year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

All concrete shall be Class A, six sack mix unless otherwise specified. For all driveway locations, where early opening to traffic is required, concrete shall be rapid setting concrete.

All newly placed concrete shall be cured with a clear concrete curing compound (State Specification 8030-71D-06).

PCC (Curb & Gutter) and PCC (Sidewalk) shall be constructed as shown on the plans and shall conform to the City of Roseville Standard Plan ST-17.

PCC (Driveway) shall be constructed as shown on the plans and conforming to City of Roseville Standard Plan ST-22.

(Pedestrian ramps shall conform to the City of Roseville Standard Plans ST-26 and ST-27 and shall meet all requirements outline in the City of Roseville ADA transition plan.

All PCC miscellaneous stamped concrete shall be stamped concrete as indicated on the plans. Stamped concrete where shown on the plans to be constructed shall conform to the City of Roseville Standard Plans ST-37.

Pedestrian ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps. Detectable warning surface shall be a prefabricated surface installed on the curb ramp, in accordance with the approved materials within the City of Roseville.

The contract unit price paid per linear foot for PCC Curb & Gutter, of the types shown on the plans and indicated in the bid items list, shall include full compensation for all labor, materials, tools, aggregate base and placement, complying with ADA requirements, placing concrete, compaction, raising existing facilities to grade, as shown on the plans incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract price paid for PCC Sidewalk shall be included in the unit price paid for each "Remove and Replace Curb Ramp" as shown on the plans and indicated in the bid items list, shall include full compensation for all labor, materials, tools, aggregate base and placement, complying with ADA requirements, placing concrete, compaction, raising existing facilities to grade, as shown on the plans incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid for PCC Curb Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing the curb ramp complete in place including material, detectable warning dome, subbase removal and placement of aggregate base, excavation, hauling, removal of existing curb ramp, curb, curb and gutter, and sidewalk, and disposal, sawcutting, aggregate base and placement, complying with ADA requirements, placing

concrete, compaction, raising existing facilities to grade as shown on the plans, incidentals, and equipment as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for detectable warning surfaces shall be included in the contract price paid for each "Install Truncated Dome" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing the truncated dome complete in place including subbase removal and placement of aggregate base, excavation, hauling, removal of asphalt and disposal, sawcutting, aggregate base and placement, complying with ADA requirements, placing concrete, compaction, raising existing facilities to grade as shown on the plans, incidentals, and equipment as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

84-1 GENERAL

Add to section 84-1.01:

Traffic stripes and pavement markings shall be installed per provisions in section 84 of the City of Roseville Construction Standards and these Special Provisions.

Contractor shall remove all existing striping and pavement markers within the project limits.

Before obliterating any pavement delineation, the alignment and location of the pavement delineation shall be referenced by the Contractor with a sufficient number of control points to reestablish the alignment and location. The references shall also include the limits or changes in striping pattern, including limit lines, crosswalks and other pavement markings.

Traffic stripes and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of asphalt resurfacing operations.

Unless otherwise noted on the plans, the Contractor shall replace all pavement delineation on the same alignment and location.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 8-2.03A:

The Contractor shall be responsible for removal and establishing alignment of all Pavement Traffic Stripes and Pavement Markings outlined on the plans.

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after the Chip Seal, Micro-surfacing, or Roseville Cape Seal application.

Add to section 84-2.04:

Full compensation for conforming to all requirements specified in section 84, "Markings" shall be paid for at the contract lump sum price paid for "Thermoplastic Pavement Markings, Stripings, and Markers," and "Remove Pavement Markings, Striping, and Markers."

85 RESERVED

Replace section 85 with the following:

85 PAVEMENT MARKERS

85-1.01 PAVEMENT MARKERS

85-1.01A General

85-1.01A(1) Summary

Pavement markers shall be installed per provisions in section 85 of the City of Roseville Construction Standards and these Special Provisions.

Pavement markers shall be applied at all locations where existing pavement markers are obliterated or covered as a result of Chip Seal, Micro-surfacing, or Roseville Cape Seal operations.

All non-reflective pavement markers shall be ceramic.

At locations where bike lane striping is used to channelize traffic, acceleration lanes, right turn deceleration lanes and bus turnouts, both stripes shall be detail 38. Reflective pavement markers shall be placed along both stripes.

85-1.02 MATERIAL

Not used

85-1.03 CONSTRUCTION

85-1.03A General

The Contractor shall be responsible for removal and establishing alignment of all pavement markers outlined on the plans. The Contractor shall place lane lines, centerlines, no passing zones – two way direction lines, channelizing lines, and fire hydrant markers. The Contractor shall be responsible for placing all pavement markers.

85-1.04 PAYMENT

Full compensation for conforming to all requirements specified in section 85, "Pavement Markings" shall be paid for at the contract lump sum price paid for "Thermoplastic Pavement Striping and Markings, and Pavement Markers" and "Remove Existing Pavement Striping."

86 SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

86-1.01 DESCRIPTION

Electrical work shall consist of furnishing and installing, modifying or removing all elements of the electrical system described on the plans, unless noted to be done by others, and as described in these Special Provisions. Electrical work to be completed shall be constructed in conformance with the City of Roseville Electric Specifications for Commercial Construction, the most current City of Roseville Design and Construction Standards, and the provisions in Section 86, "Signals, Lighting and Electrical Systems," of The 2015 State Standard Specifications.

In addition to the requirements specified in this section, vehicle loop detectors shall be installed per the most current addition of City of Roseville Design and Construction Standards. The new loops shall be placed between lifts of the new HMA sections; cutting into the final lift of the new HMA is not permitted.

Vehicle loop detectors shall be installed at all locations where existing vehicle loop detectors are obliterated or damaged as a result of dig outs and hot mix asphalt paving operations.

86-1.01A PREFABRICATED AND PERFORMANCE LOOP

GENERAL

For the loops replaced in the digout locations prefabricated/ preformed loops will be acceptable and shall be installed per the most current addition of City of Roseville Design and Construction Standards and as outlined in these special provisions.

MATERIAL

- Wire insulation (wire jacket thickness [inner/outer] of 0.360" O.D.± 0.100"), cable jackets shall be formulated from Cross-linked Polyethylene (XLPE) and will withstand temperatures up to 426° Fahrenheit and shall withstand a hot asphalt overlay. The low profile loop cable and lead-in cable are to resist the effects of reflective cracking that can occur in asphalt. All splice connections shall be soldered and sealed in a splice enclosure constructed of high impact glass impregnated plastic. The preformed loops isolative quality shall be tested as follows:
- Perform loop shall be soaked in a salt water solution for three days

- After 3 days in salt water solution, the resistance between the conductors and the salt 0.360" O.D. water shall be greater than 999 MΩ.

INSTALLATION

1. Minimum grind depth shall be $\geq .25'$ (3")
2. Preformed loop assembly shall be designed to withstand being overlaid by hot asphalt.
3. Preformed loop assembly shall be configured to a 6' X 6'.
4. Preformed loop assembly shall have a low profile design with no material thickness exceeding .375".
5. For protection of the preformed loop, prior to the asphalt overlay, a .2" cover of asphalt mix shall be placed over the loop and home run.
6. Preformed loop shall be un-spliced, except at the pull box in which it will be spliced to the DLC.
7. Preformed loop shall be routed through the detector hand-hole to the splicing pull box. The entry point shall be made by a means as to not disturb the concrete structure integrity surrounding the detector hand-hole.
Existing detector hand-holes which will not be positioned w/respect to the "finished" lane control striping shall be removed and repositioned, prior to the grinding process. A City of Roseville Engineer shall locate the new location/s. Finish grade for the top of the new detector hole shall be at the lower limits of the asphalt grind.
Removed detector hand-holes shall be back filled with concrete.
8. All abandoned loop wire home runs in the detector hand-hole conduit run back to the splicing pull box shall be removed.
9. All preformed loop assemblies shall be tested, with a meggar, before and after the asphalt overlay process. Both continuity and resistance to ground (≥ 100 meg) should be documented with a City of Roseville inspector present.
10. A splice enclosure maybe incorporated if the following construction standards are equaled or exceeded:
 - a) The splice enclosure shall be constructed of glass filled, high impact Valox. The enclosure shall have a minimum wall thickness of 0.270 inches.
 - b) The enclosure shall have a minimum wall thickness of 0.270 inches.
 - c) The loop/lead-in wires shall be soldered and sealed.
 - d) The splices shall be placed in the enclosure, filled with a water block gel and sealed.
 - e) Height of the splice enclosure shall not exceed the (Note 4) standard.

11. Preformed loop testing procedure by the manufacture shall be:

- a) The complete preformed loop assembly (except one foot of the lead-in) is placed in a tank of mineral enriched water and soaked for three days. The preformed loop must measure greater than 999 megohms @ 500 VDC between the copper conductor and the water.

86-1.03 COST BREAK DOWN

Vehicle loop detectors (Type A, Type D, and Bike Lane Loops) will be paid for in the contract price paid for each.

86-2.05 CONDUIT

Conduit for the traffic signal interconnect shall conform to the provisions in Section 86, "Conduit" of the City of Roseville Design and Construction Standards and these special provisions.

Conduit runs shall be located as shown on the plans.

Full compensation for furnishing and installing conduit for traffic signal interconnect shall be considered as included in the contract lump sum price paid for signal conduit and shall include furnishing all labor, materials, tools, equipment, trenching, backfill, layout, and incidentals for the work described in this section, and no additional compensation shall be allowed therefor.

86-2.06 PULL BOXES

Pull boxes shall conform to the provisions in Section 86, "Pull Boxes" of the City of Roseville Design and Construction Standards and the State Standard Specifications, and these special provisions.

Pull boxes for circuits for the traffic signal interconnect shall be marked "SIGNAL INTERCONNECT," not "CALTRANS."

PAYMENT

Full compensation for furnishing and installing pull boxes, markers and applying green identification strips shall be considered as included in the contract lump sum price paid for "Signal Conduit" and shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing pull boxes, complete in place, including pull tape and pull boxes as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

86-8.04 MEASUREMENT

The quantity of the new loops shall be measured as units determined from actual count in place and paid for with each. Loops shall be paid for by each replaced as shown on the plans, obliteration of loops outside the Contractors work will be replaced in kind between the new lifts of HMA at the cost of the Contractor.

86-8.01 PAYMENT

The price paid for Modify Traffic Signal will be paid for at the contract price paid for each for the unit price for "Modify Traffic Signal Type "A" Loops," "Modify Traffic Signal Type "D" Loops" and "Install Bike Loops" and shall include full compensation for furnishing all labor, materials, scheduling, tools, equipment, and incidentals and for doing all the work, complete in place, including layout work, coordination with HMA placement, installation of traffic signal detector loops, pulling wire, splicing, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer. The contract price paid for "Modify Traffic Signal Type "A" Loops," "Modify Traffic Signal Type "D" Loops" and "Install Bike Loops" and shall also include abandoning traffic signal detector loops, and no additional compensation shall be allowed therefor.

Full compensation for furnishing and installing conduit for pedestrian push buttons and signal interconnect shall be considered as included in the contract lump sum price paid for Ped Push Button and Signal Interconnect shall include furnishing all labor, materials, tools, equipment, and incidentals for the work described in this section, and no additional compensation shall be allowed therefor.

Full compensation for furnishing and installing the contract item paid for in each for handholes and shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing handholes, complete in place as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

100 TEMPORARY PAVEMENT DELINEATION

100-1.01 DESCRIPTION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

100-1.02 GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

100-1.03 TEMPORARY LANELINE AND CENTERLINE DELINEATION--PAINT

Whenever existing thermoplastic traffic stripes, pavement markings and pavement markers are obliterated the minimum temporary pavement delineation to be provided shall be a single coat of waterborne traffic line paint applied in conformance with Sections 84-1, "General," and 84-3, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

Temporary striping traffic paint shall be placed in three stages of work; temporary traffic striping shall be placed after the digout and HMA placement operations, the removal of existing striping, and after microsurfacing and Roseville seal coat is placed. In addition, after any existing thermoplastic pavement striping and markings and pavement markers or temporary paint has been obliterated by microsurfacing and Roseville seal coat operations, another (single) coat of waterborne traffic line paint shall be installed prior to opening the traveled way to public traffic or as determined by the Engineer. No significant difference in alignment between this second coat of temporary paint and the final thermoplastic stripes and markings will be allowed. If, in the opinion of the Engineer, a misalignment exists it shall be repaired to the satisfaction of the Engineer. The temporary paint shall be the same color as the laneline or centerline the markers replace.

The temporary paint shall be applied at an approximate rate of one gallon per 215 square feet.

The use of temporary raised pavement markings will only be permitted for use after the Microsurfacing and Roseville Seal Coat is placed and shall only be used for lane line delineation, and shall be placed with adhesive, nailing is not permitted. All raised pavement markers shall be removed prior to the placement of Thermoplastic traffic stripes and pavement markings are installed.

The use of temporary raised pavement markers will not be permitted wherever permanent thermoplastic traffic stripes or pavement markings are to be installed.

Temporary laneline or centerline delineation consisting entirely of painted pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum

of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

100-1.04 TEMPORARY EDGE LINE DELINEATION

Whenever edgelines (including golf cart lane lines and/or bike lane lines) are obliterated, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of a solid 4 inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.

Traffic stripe (4 inch wide) placed for temporary edgeline delineation shall be applied in conformance with the manufacturer's recommendations.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer or when the permanent pavement delineation is installed.

100-1.05 MEASUREMENT

The quantity Temporary Laneline and Centerline Delineation—paint and Temporary Edgeline Delineation of will be measured as units determined from actual count in place and paid for with lump sum. Pavement marker will be lump sum for Traffic Stripes, Pavement Markings, and Pavement Markers as shown on the plans and the Temporary Paint for Traffic Stripes, Pavement Markings, and Pavement Markers on the remainder of the project as shown on the plans.

100-1.06 PAYMENT

Full compensation for furnishing, placing, maintaining, and removing temporary pavement stripe, temporary edgelines, temporary pavement markings, temporary pavement markers, object markers, channelizers, cones shall be considered as included in the contract lump sum price paid for "Temporary Paint for Pavement Stripes, Markings, and Markers" and shall include full compensation for furnishing all labor, materials, scheduling, tools, equipment, and incidentals and for doing all the work, complete in place, markings, and markers, layout work, placement, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no separate payment shall be made therefor.

Permanent traffic lines, striping, pavement markers and markings for this project when required shall be considered as included in the contract prices paid for "Thermoplastic Pavement Striping, Pavement Markers and Markings", and for and no separate payment will be made therefor.

END OF SPECIAL PROVISIONS

IX
APPENDIX A

**MONTHLY PROJECT PAYMENT
ESTIMATE SUMMARY**

Payment Estimate No: _____

Work Performed Through: _____

Project: _____

Acct.No: _____

Contractor: _____

Address: _____

Contract Summary

Original Contract Amount:	(1) _____
Approved Change Orders (CCO) through CCO#: _____	(2) _____
Quantity Changes (Requires Project Engineer/Inspector verification):	(3) _____
Total Contract Amount to Date:	(4) _____

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings:			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:

Senior Engineer:

Contractor:

Date:

Date:

Date:



Department of Public Works

311 Vernon Street

Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount

Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____



CONSTRUCTION CONTRACT FINAL RELEASE

NOTICE: A signed Final Release is required with submittal of request for final payment.

From: _____
Contractor

Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name: _____

To: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Upon receipt by the undersigned of a check from the City of Roseville in the sum of

payable to _____

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, including the work of or all materials furnished for all subcontractors, suppliers, or other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature:

Print Name:

Title:

Date:



Department of Public Works
311 Vernon Street
Roseville, CA 95678

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:

Segregate between additional work at contract price, agreed price, and force account.

Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimated Cost: ☐ Decrease ☐ Increase

By reason of this order, the time of completion will be adjusted as follows:

Original Contract Amount: _____

Total Change by Previous Change Orders and/or Quantity Adjustment: _____

Contract Amount Prior to this Change Order: _____

Contract Amount to be (Increased/Decreased) _____ by this Change Order: _____

Adjusted Contract Amount Including this Change Order: _____

SIGNATURE

(PRINT NAME & TITLE)

DATE

CITY APPROVAL BY:

SIGNATURE

(PRINT NAME & TITLE)

DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE

(PRINT NAME & TITLE)

DATE

X
APPENDIX B



We're improving your street!

Your street is scheduled to be paved the week of: _____

The City of Roseville will soon begin a street resurfacing project in your neighborhood. Please read this entire notice carefully to help you understand the project and avoid any temporary inconvenience you may encounter.

The purpose of this resurfacing project is to provide a new pavement surface that should last for many years.

Please note that the paving schedule is subject to change. NO PARKING signs, which will include exact work dates for your street, will be posted on barricades 24 to 48 hours before work begins. Parking must be prohibited during construction to protect your vehicles and the new street surface.

Vehicles not removed from the street before work begins will be towed to a storage facility and will incur towing and storage charges.

Please contact the City of Roseville Police Department at 774-5000 if your vehicle is missing.

During the resurfacing work, traffic will be limited to the use of one lane for up to 8 hours between 7 AM and 5 PM. We recommend parking your vehicles on adjacent streets that are not affected by the project. Your vehicles will then be available whenever you need them, regardless of the construction schedule on your street.

Your street will be accessible to emergency vehicles. Do not hesitate to call 911 if you require emergency assistance from fire, medical, or law enforcement personnel.

Please note:

- 1) The asphalts used in the asphalt overlay procedures are very sticky when fresh, and difficult to remove from shoes, tires, driveways, clothing, and carpets. Entering construction zones before the roads are opened to traffic is not recommended. Failure to obey traffic control signs or personnel is done at your own risk.
- 2) The pavement must be dry for proper adhesion of the resurfacing material. Please restrict irrigation watering to prevent wet or damp pavement.

If you should have any questions about the resurfacing project, please call the City of Roseville Engineering Division at (916) 746-1300.

Thank you for your cooperation!

XI
APPENDIX C

INTERSECTION RED FLASH APPROVAL

With stamped approval of this letter by the Traffic Section, Red Flash/Dark Signal is approved for the following intersection as specified below:

LOCATION: _____

PROJECT ACCOUNT NUMBER: _____

DATE: _____

TIME/DURATION: _____

☐ RED FLASH APPROVED:

1. Contractor shall contact the City Inspector 48 hours prior to needing the intersection in red flash. Signal shutdown shall be performed only by City personnel, unless otherwise directed by the Engineer.
2. The contractor shall contact the Traffic Signal Technician either by telephone at **(916) 746-1760** or by email or text message at pagesignaltechnicians@roseville.ca.us one hour prior to needing the traffic signal placed into or removed from red flash.
3. The traffic signal will not be permitted to be placed in red flash during rain, lightning, or inclement weather conditions (including wet pavement conditions).
4. The Contractor shall reimburse the City for the actual cost of all inspection, including City Traffic Signal Technician time as required.
5. "Road Work Ahead" Signs required at all approaches to intersection when in red flash.
6. The Contractor shall furnish and place 36" "Stop" signs on arterial roadway approaches. Signs shall be mounted at a height of 84".

□ DARK SIGNAL APPROVED – ADDITIONAL REQUIREMENTS

1. The Contractor shall place "Stop Ahead" C-W17 and "Stop" R-1 signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary "Stop Ahead" and "Stop" signs shall be removed when the system is turned on.
2. "Stop Ahead" and "Stop" signs shall be furnished by the Contractor. Minimum size of "Stop" signs shall be 36" for single sign placements and 24" for dual sign placements. Signs shall be mounted at a **height of 84"**.
3. One "Stop Ahead" sign and one "Stop" sign shall be placed for each direction of traffic. For approaches with two or more through or left turn lanes, two "Stop" signs shall be placed. Typical sign placement should be between the left turn and through lanes. Additional "Stop" signs should be placed on the shoulder. No "Stop" signs shall be placed in a manner that blocks bike lanes.
4. "Stop Ahead" and "Stop" signs shall be in place in each direction immediately prior to the intersection going dark and removed immediately after the intersection is placed back into red flash.
5. **Red flashing beacons or flares shall** be placed and maintained at each "Stop" sign during nighttime (dark) hours.
6. Traffic control must be verified by the Public Works Construction Inspector prior to the signal being deactivated.

☐ I have read the above Intersection Red Flash Approval requirements.

REQUESTOR
INFO: _____
Name of Company

		()
Print Name of Requestor	Contact Phone Number	

SIGNATURE: X _____ / /
Date

INSPECTOR NAME: _____ Inspector. Phone #: _____

Copy To: Contractor, Public Works Inspector, Signal Technicians, NOTE: Contractor is required to follow all requirements of this letter and keep a signed and stamped copy at job site.

XII
APPENDIX D

DRAIN INLET PROTECTION



For installation
detail see
Appendix (A)
BMP – 7
BMP – 8
BMP – 11

Description

Storm drain inlet protection reduces sediment, carried by runoff from a construction site, entering the storm drain system. Effective storm drain inlet protection allows sediment to settle out of water, or filters sediment from the water before it enters the drain inlet. Inlet protection is the last line of defense for water quality prior to water entering the system and being transported to a creek or stream.

Common Application

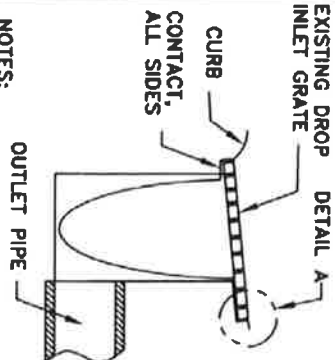
There are typically two common situations where drain inlet protection is needed. The first is where the storm drain system and drain inlets are in the process of being constructed, and the second is where the drain inlets are either existing or just completed.

For drain inlets under construction, the four common devices used are sandbag barriers, fiber roll barriers, filter fence barriers and filter bags. The sand bags are stacked (usually two high) around the drain inlet in a circle. A fiber roll can be used as a barrier around drain inlets and grated manholes. The filter fence is an effective drain inlet protection measure in open areas and where sheet flows are low and do not exceed 0.5 cubic feet per second. Filter bags are installed inside the inlet and must be used in combination with filter fences, sandbags or fiber roll barriers.

For existing drain inlets, a combination of filter bags and rock bags are used to settle out and trap sediment. A filter bag is placed and secured just under the grate. Rock bags are placed adjacent to the upstream side of the drain inlet, butted up against the curb face, and angled slightly toward the drain grate. The gravel bags used shall be of sufficient resiliency to withstand vehicle/construction traffic without tearing and depositing gravel in the catch basin or on the street. On heavier traveled roadways, rock bags may be omitted, as a matter of public safety, at the construction inspector's discretion.

Maintenance

Inspect drain inlet barriers before and after storms, at 24-hour intervals during extended storms, and weekly during the rainy season. Check to determine if sediment is by-passing the barrier during inspections. Drain inlet protection needs to be removed once the construction site is 70% vegetated and the permit has been terminated.

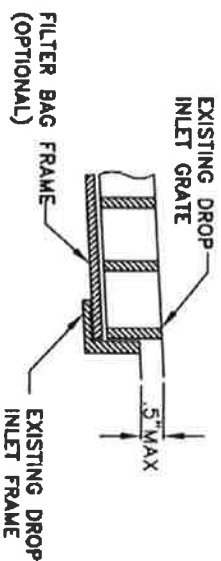


**PLACEMENT AT TYPE A,
C, D, AND F DROP INLETS
AND PARKING LOTS**

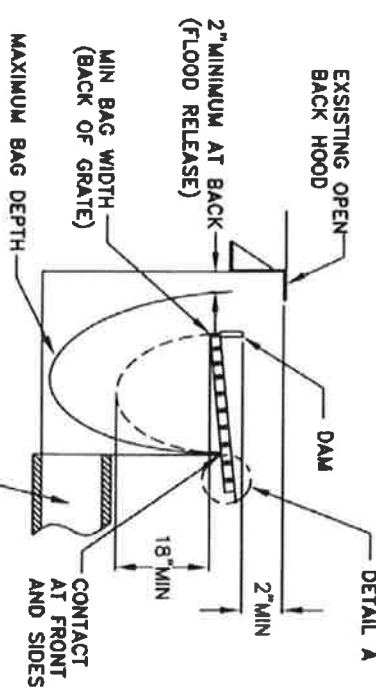
NTS

NOTES:

1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS PER LINEAR FOOT, AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH MINIMUM FLOW RATE OR 40 GALLONS/ MINUTE/ SQ FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDED NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT REST MORE THAN .5" ABOVE THE INLET FRAME (SEE DETAIL A)
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.



DETAIL A



**PLACEMENT AT TYPE
B AND E DROP INLETS**

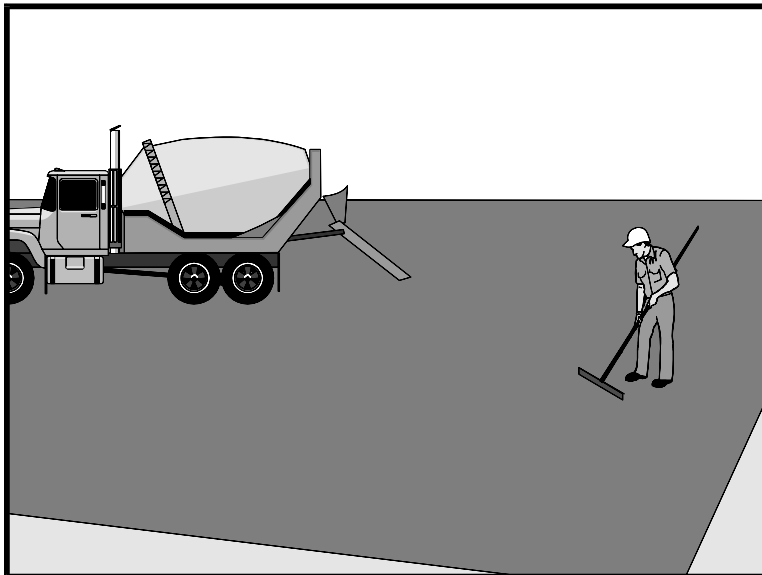
NTS

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF
ROSEVILLE
CALIFORNIA
DEPARTMENT OF
PUBLIC WORKS

**DRAIN INLET FILTER BAG
INSTALLATION DETAIL**

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Procedures and practices for conducting paving, saw cutting, and grinding operations to minimize the transport of pollutants to the storm drain system or receiving water body.

Appropriate Applications These procedures are implemented where paving, surfacing, resurfacing, grinding or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

Limitations

- Finer solids are not effectively removed by filtration systems.
- Paving opportunities may be limited during wet weather.

Standards and Specifications

- Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
- Place plastic materials under asphaltic concrete (AC) paving equipment while not in use, to catch and/or contain drips and leaks. See also BMP WM-4, "Spill Prevention and Control."
- When paving involves AC, the following steps shall be implemented to prevent the discharge of uncompacted or loose AC, tack coats, equipment cleaners, or other paving materials:
 - Minimize sand and gravel from new asphalt from getting into storm drains, streets, and creeks by sweeping.
 - Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer (RE).

- AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drain or watercourses. Install silt fence until structure is stabilized or permanent controls are in place.
- Collect and remove all broken asphalt and recycle when practical; otherwise, dispose in accordance with Standard Specification 7-1.13.
- Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3 m (1 ft) of material.
- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
- Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.
- Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.
- Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.
- Paving equipment parked onsite shall be parked over plastic to prevent soil contamination.
- Clean asphalt-coated equipment off-site whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in BMP WM-5, “Solid Waste Management.” Any cleaning onsite shall follow BMP NS-8, “Vehicle and Equipment Cleaning.”
- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.
- Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in BMP WM-8, “Concrete Waste Management,” or dispose in accordance with Standard Specifications Section 7-1.13.
- Do not allow saw-cut Portland Concrete Cement (PCC) slurry to enter storm drains or watercourses.

Pavement Grinding or Removal

- Residue from PCC grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also BMP WM-8, “Concrete Waste Management,” and BMP WM-10, “Liquid Waste Management,” and Standard Specifications Section 42-2

“Grindings.”

- Collect pavement digout material by mechanical or manual methods. This material may be recycled if approved by the RE for use as shoulder backing or base material at locations approved by the RE.
- If digout material cannot be recycled, transport the material back to a maintenance facility or approved storage site.
- Digout activities shall not be conducted in the rain.
- When approved by the RE, stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses and stored consistent with BMP WM-3, “Stockpile Management.”
- Disposal or use of AC grindings shall be approved by the RE. See also BMP WM-8, “Concrete Waste Management.”

Thermoplastic Striping

- All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with Standard Specification 7-1.13.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.
- Melting tanks shall be loaded with care and not filled to beyond six inches from the top to leave room for splashing when vehicle is deadheaded.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large scale projects, use mechanical or manual methods to collect excess

bituminous material from the roadway after removal of markers.

- Waste shall be disposed of in accordance with Standard Specification 7-1.13.
- Maintenance and Inspection
- Inspect and maintain machinery regularly to minimize leaks and drips.
 - Ensure that employees and subcontractors are implementing appropriate measures during paving operations.

XIII
APPENDIX E

XII
APPENDIX F
FEDERAL MINIMUM WAGES

<http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

General Decision Number: CA190007 05/03/2019 CA7

Superseded General Decision Number: CA20180009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019

* ASBE0016-001 01/01/2019

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 68.11	23.32
Area 2.....	\$ 43.81	31.22

* ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 28.20	9.27
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.60	15.31

BRCA0003-004 05/01/2017

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 39.66	20.76
AREA 2.....	\$ 42.34	25.83

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

BRCA0003-010 04/01/2018

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 26.04	13.75
Area 2.....	\$ 26.36	15.97
Area 3.....	\$ 28.56	15.87
Area 4.....	\$ 26.69	15.31
Tile Layer		
Area 1.....	\$ 43.36	16.79
Area 2.....	\$ 43.02	18.19
Area 3.....	\$ 47.77	18.29
Area 4.....	\$ 44.64	18.21

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2017

	Rates	Fringes
MARBLE MASON.....	\$ 44.60	26.83

CARP0034-001 07/01/2018

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 47.65	32.52
Diver standby.....	\$ 52.61	32.52
Diver Tender.....	\$ 51.82	32.52
Diver wet.....	\$ 97.17	32.52
Manifold Operator (mixed		
gas).....	\$ 56.82	32.52
Manifold Operator (Standby).	\$ 51.82	32.52

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver.....	\$ 46.65	31.91

CARP0035-001 08/01/2018

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 48.40	29.76
Area 3.....	\$ 43.02	29.76
Area 4.....	\$ 41.67	29.76
Drywall Stocker/Scraper		
Area 1.....	\$ 24.20	17.29
Area 3.....	\$ 21.51	17.51
Area 4.....	\$ 20.84	17.29

CARP0035-009 07/01/2018

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.63
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

CARP0046-001 07/01/2018

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.67	29.32
Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2018

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 40.17	29.32
Millwright.....	\$ 43.67	30.91

CARP0152-003 07/01/2018

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 41.17	29.32
Millwright.....	\$ 43.67	30.91

CARP0180-001 07/01/2018

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.40	29.32
Millwright.....	\$ 48.50	30.91

CARP0751-001 07/01/2018

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 48.55	29.32
Journeyman Carpenter.....	\$ 48.50	29.32
Millwright.....	\$ 48.50	30.91

CARP1599-001 07/01/2018

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 41.32	29.32
Journeyman Carpenter.....	\$ 41.17	29.32
Millwright.....	\$ 43.67	30.91

ELEC0180-001 06/01/2017

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 47.31	23.05

* ELEC0180-003 12/01/2018

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.42	19.70
Technician.....	\$ 44.18	19.88

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSPERANCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call

systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2018

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 40.06	28.54
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2018

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	17.38

ELEC0551-004 06/01/2018

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.40	22.66

ELEC0551-005 12/01/2018

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.42	20.11
Technician.....	\$ 44.18	20.29

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2019

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.19	16.80

ELEC0659-008 02/01/2018

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 57.94	18.27
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 51.73	18.02
(3) Tree Trimmer.....	\$ 31.10	11.32
(4) Line Equipment Man.....	\$ 51.73	18.02
(5) Powdermen, Jackhammermen.....	\$ 33.80	13.35
(6) Groundman.....	\$ 33.11	13.17

ELEC1245-004 01/01/2019

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.56	34.125+a+b

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING;		

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25

AREA 2:

(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39

GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;

Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted,

with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (guniting); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, YUBA

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-001 12/01/2018

AREA "A" - MARIN COUNTY

AREA "B" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA,
TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
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Asbestos Removal Laborer.....	\$ 24.00	11.13
LABORER (Lead Removal)		
Marin County.....	\$ 31.81	22.71
Remaining Counties.....	\$ 30.81	22.71

LABO0067-005 06/27/2017

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LABO0185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 29.54	23.20
(2) Establishment Warranty Period.....\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	30.54	23.65
Traffic Control Person I....\$	30.84	23.65
Traffic Control Person II...\$	28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	37.82	24.11
GROUP 2.....\$	37.59	24.11
GROUP 3.....\$	37.34	24.11
GROUP 4.....\$	36.89	24.11
GROUP 5.....\$	36.35	24.11
Shotcrete Specialist.....\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.45	22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$

.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO0324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11

Shotcrete Specialist.....\$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickers - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunner & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....\$ 29.54	23.20
(2) Establishment Warranty	
Period.....\$ 23.23	23.20
LABORER (GUNITE - AREA B:)	
GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31
LABORER (WRECKING - AREA B:)	
GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

* PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2018

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 41.03	25.34

* PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.68	20.24

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

* PAIN0169-004 01/01/2019		

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 50.03	28.19

* PAIN0567-001 07/01/2018		

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 26.70	13.04
Spray Painter & Paperhanger.	\$ 28.04	13.04

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2018

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.10	13.14

PAIN0567-010 07/01/2018		

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 31.82	13.04
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 33.32	13.04

* PAIN0767-004 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 38.47	28.40

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic
stripes and marking; hot thermo plastic; tape, traffic
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 10/01/2018

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 36.81	21.51

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-002 07/01/2018

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 72.00	41.94
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 72.00	41.94

PLUM0038-006 07/01/2018

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 61.20	30.17

PLUM0228-001 01/01/2019

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.00	31.89

PLUM0343-001 01/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 51.00	38.50

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2018

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 42.84	13.81

PLUM0355-001 07/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 27.10	16.30

PLUM0442-003 01/01/2019

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 42.25	30.64

* PLUM0447-001 07/01/2018

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 49.67	25.00
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2018

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 39.40	17.58

ROOF0081-007 08/01/2018

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 36.57	18.23

* SFCA0483-003 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....	\$ 63.52	31.17
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SFCA0669-003 04/01/2017

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

SHEE0104-006 07/02/2018

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 51.87	37.19
All other work.....	\$ 59.11	38.54

SHEE0104-009 07/01/2018

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.91	34.45

SHEE0104-010 07/01/2018

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.34	32.80

SHEE0104-011 07/01/2018

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 39.93	32.70

SHEE0104-014 07/01/2017

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
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SHEET METAL WORKER (Metal
Decking and Siding only).....\$ 37.53 32.10

SHEE0104-019 07/01/2018

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 32.21	32.29
Mechanical Jobs over \$200,000.....	\$ 42.91	34.43

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry
pre-batch concrete mix trucks; Dumpster or similar type;
Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial
lift truck (mechanical tailgate); Utility and clean-up
truck: Use appropriate rate for the power unit or the
equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-
axle unit); Nipper truck (when flat rack truck is used
appropriate flat rack shall apply); Concrete pump truck
(when flat rack truck is used appropriate flat rack shall
apply); Concrete pump machine; Fork lift and lift jitneys;
Fuel and/or grease truck driver or fuel person; Snow buggy;
Steam cleaning; Bus or personhaul driver; Escort or pilot
car driver; Pickup truck; Teamster oiler/greaser and/or
serviceperson; Hook tender (including loading and
unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit
mixers, through 10 yds.; Water trucks, under 7,000 gals.;
Jetting trucks, under 7,000 gals.; Single-unit flat rack
(3-axle unit); Highbed heavy duty transport; Scissor truck;
Rubber-tired muck car (not self-loaded); Rubber-tired truck
jumbo; Winch truck and "A" frame drivers; Combination winch
truck with hoist; Road oil truck or bootperson;
Buggymobile; Ross, Hyster and similar straddle carriers;

Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

XIV
APPENDIX G
(FHWA-1273)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its

knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
177	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
178	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
179	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	
	0680 Bakersfield, CA	19.1
179	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

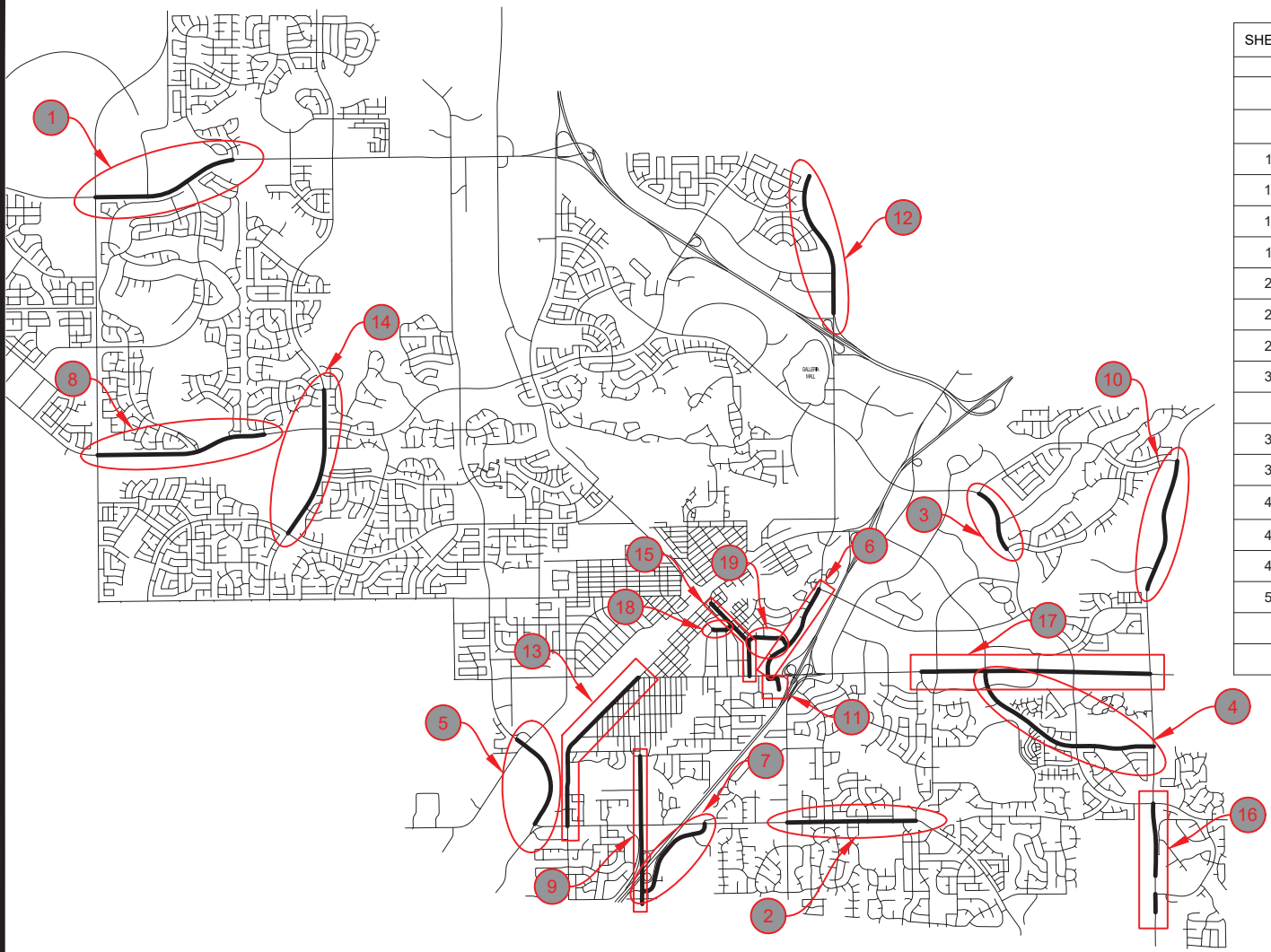
CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

2018 RSTP ARTERIAL RESURFACING PROJECT



SHEET INDEX

SHEET NO.	SHEET NAME	LOCATION	STREET TITLE
1-2	TS-1 - TS-2		TITLE SHEET
3-6	BO-1 - BO-4	1	BLUE OAKS BL -FROM FIDDYMENT RD TO CROCKER RANCH DR
7-9	CI-1 - CI-3	2	CIRBY WY -FROM SUNRISE AV TO ROCKY RIDGE DR
10-11	RP-1 - RP-2	3	E ROSEVILLE PKWY -FROM SECRET RAVINE PW TO ALEXANDRA DR
12-16	EU-1 - EU-5	4	EUREKA RD -FROM DOUGLAS BL TO SIERRA COLLEGE BL
17-18	FH-1 - FH-2	5	FOOTHILLS BL -FROM ATKINSON ST TO CIRBY WY
19-21	HA-1 - HA-3	6	HARDING BL -FROM DOUGLAS BL TO LEAD HILL BL
22-24	OR-1 - OR-3	7	ORLANDO AV -FROM AUBURN BL TO ORLANDO AV
25-26	PG-1 - PG-2	8	PLEASANT GROVE BL -FROM FIDDYMENT RD TO MICHENER DR
27-29	RI-1 - RI-3	9	RIVERSIDE AV -FROM ON 180 ON RAMP TO DARLING WAY
30-32	SC-1 - SC-3	10	SIERRA COLLEGE BL -FROM SOUTH OF FERDINAND DR TO SECRET RAVINE PW
33	SH-1	11	SOUTH HARDING BL -FROM DOUGLAS BL TO END
34-37	SR-1 - SR-4	12	STANFORD RANCH RD -FROM HW65 ON RAMP TO CITY LIMIT
38-39	VE-1 - VE-2	13	VERNON ST -FROM CIRBY WY TO RIVERSIDE AV
40-43	WO-1 - WO-4	14	WOODCREEK OAKS BL -FROM JUNCTION BL TO CANEVARI DR
44-45	FO-1 - FO-2	15	FOLSOM RD -FROM VERNON ST TO DOUGLAS BL
46-50	SS-1 - SS-5	16	SIERRA COLLEGE BL -FROM EUREKA RD TO RANCH DR
51-56	ED-1 - ED-6	17	DOUGLAS BL -FROM SIERRA GARDENS DR TO SIERRA COLLEGE BL
57	LS-1	18	LINCOLN ST AND SUTTER AVE -FROM OAK ST TO FOLSOM RD
58	ES-1	19	ESTATES DR -FROM FOLSOM RD TO HARDING BL

APPROVED BY / ENGINEER IN RESPONSIBLE CHARGE:

JASON SHYKOWSKI
ACTING PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

DATE

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

ACTING PUBLIC WORKS DIRECTOR
PLANS APPROVAL DATE

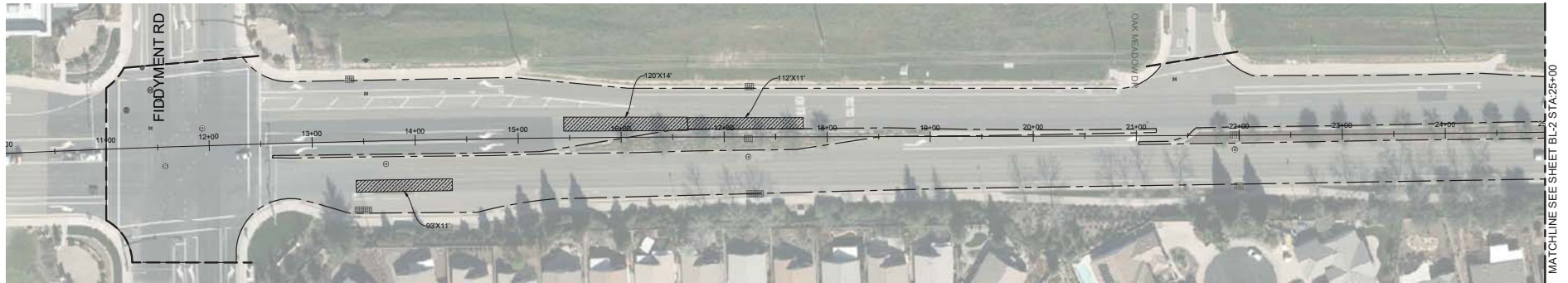


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

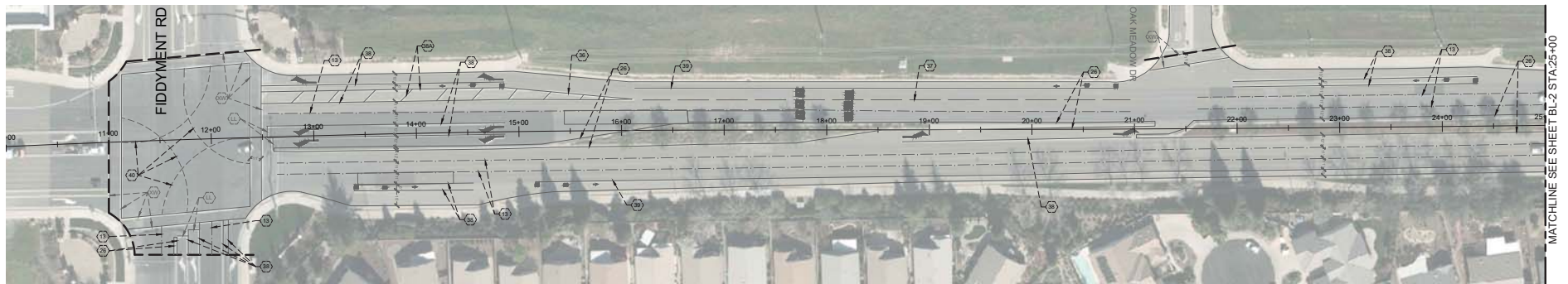


2018 ARTERIAL RESURFACING
TITLE SHEET
CALIFORNIA

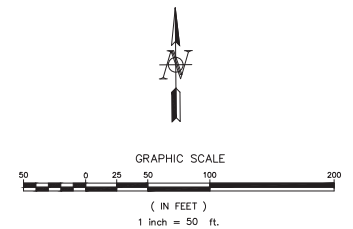
CALIFORNIA



RESURFACING AND DIGOUT LIMITS

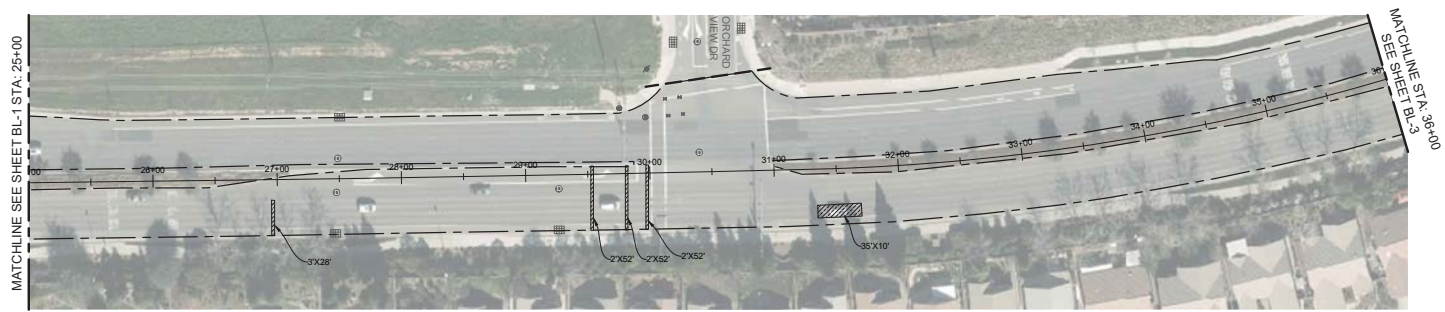


STRIPING LAYOUT

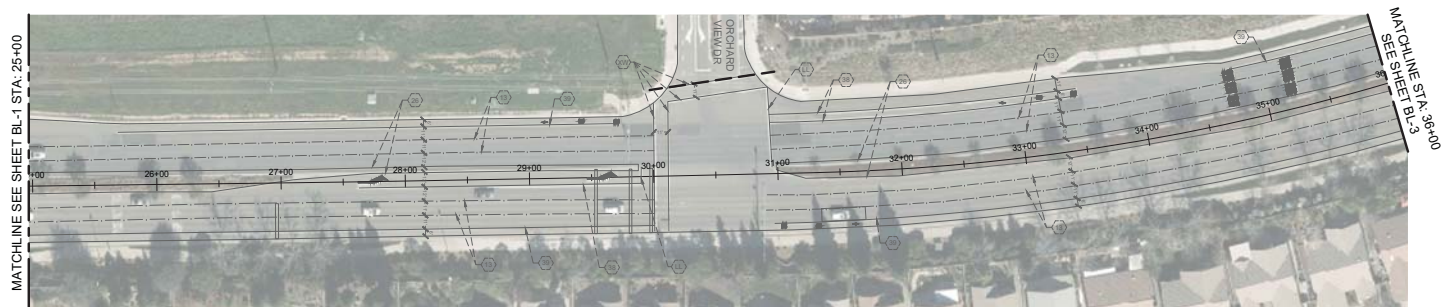


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NO.	REVISION	BY	DATE																								

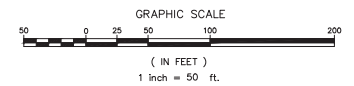
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



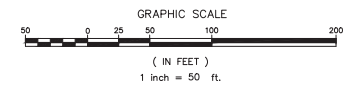
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			ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.					CITY OF ROSEVILLE		
			DESCRIPTION _____		CHECKED BY: NOAH S.					BLUE OAKS BLVD		
					SCALE: 1"=50'					CITY OF ROSEVILLE		
					DATE: 11/16/2017					CALIFORNIA		
NO.	REVISION	BY	DATE	PROJECT NO: 172501		PRINCIPAL ENGINEER						
						PLANS APPROVAL DATE						



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



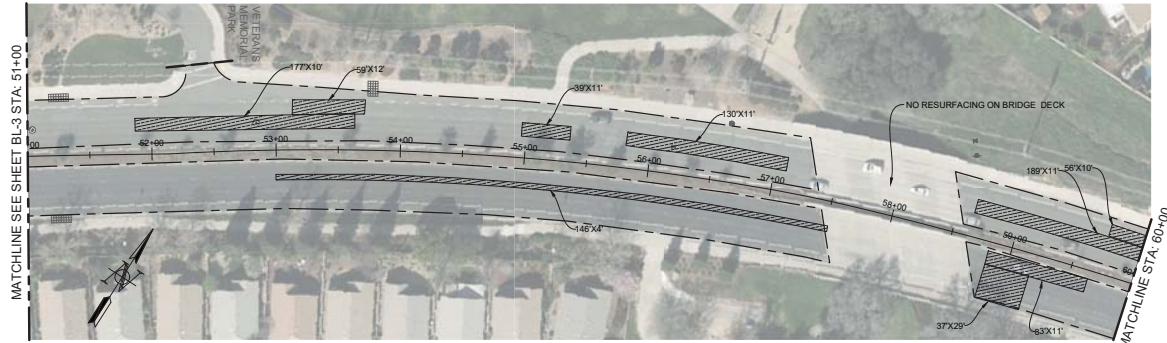
2018 ARTERIAL RESURFACING
BLUE OAKS BLVD

CALIFORNIA

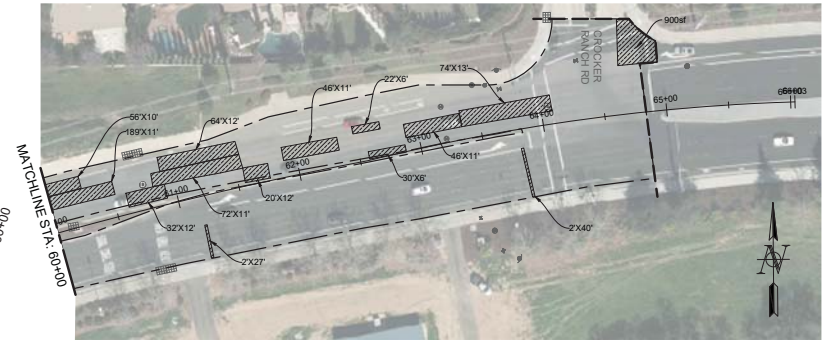
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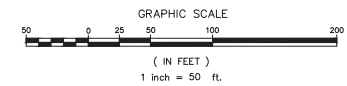
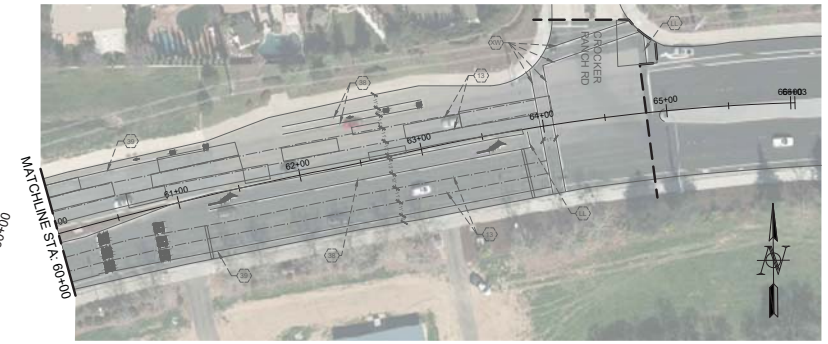
63



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

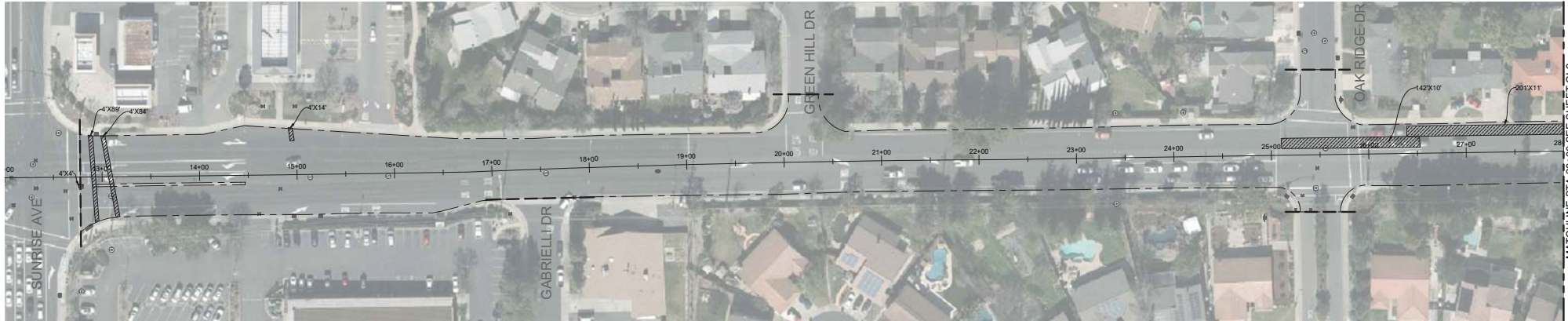


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

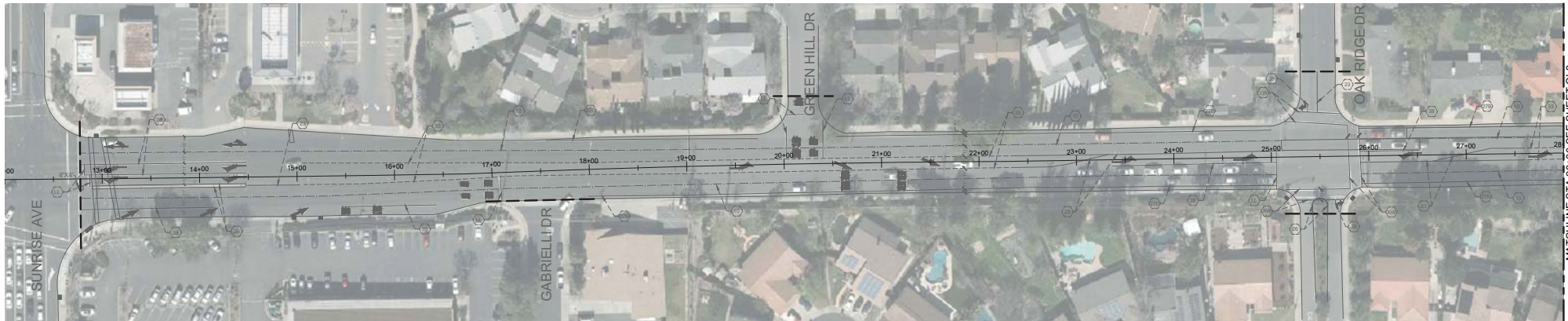


2018 ARTERIAL RESURFACING
BLUE OAKS BLVD
CITY OF ROSEVILLE
CALIFORNIA

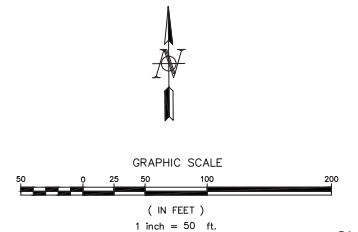
BO-4
6
63



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



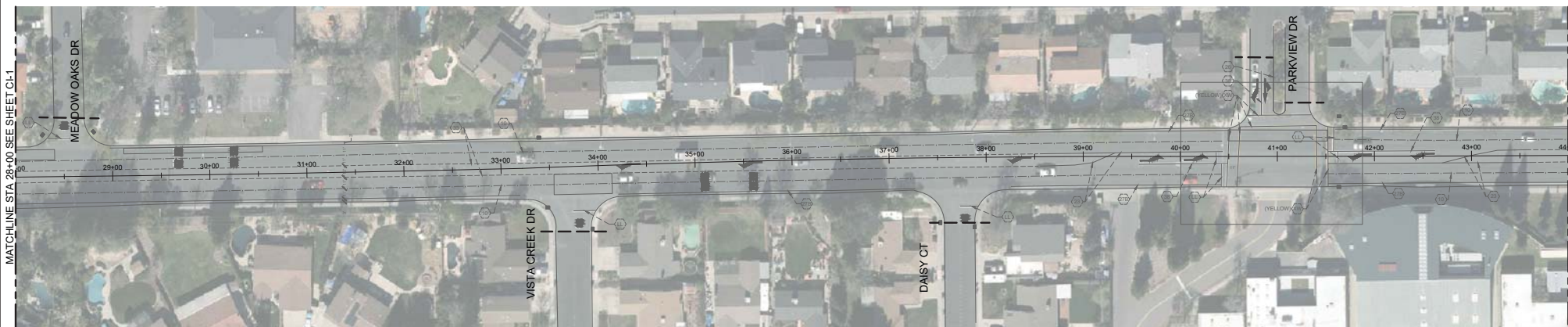
2018 ARTERIAL RESURFACING
CIRBY WY
CALIFORNIA

7
63

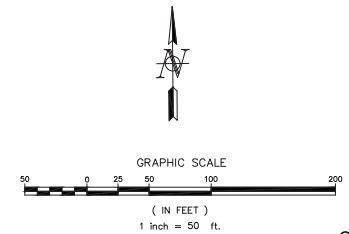
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RESURFACING AND DIGOUT LIMITS

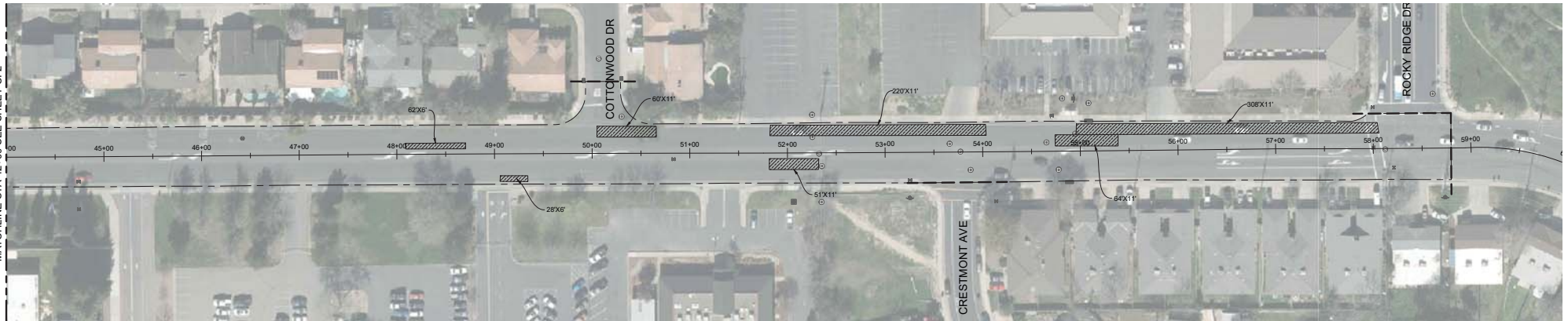


STRIPING LAYOUT



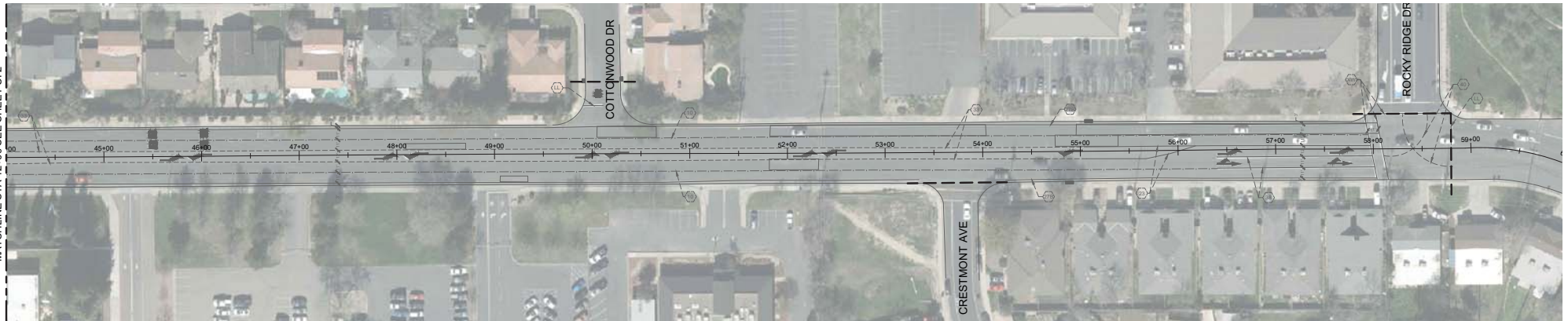
				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300		2018 ARTERIAL RESURFACING		8			
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.					CIRBY WY		63			
				DESCRIPTION _____		CHECKED BY: NOAH S.					CALIFORNIA					
				_____		SCALE: 1:50										
				_____		DATE: 4/6/2017										
NO.	REVISION	BY	DATE	PROJECT NO: 172501		PRINCIPAL ENGINEER		PLANS APPROVAL DATE								

MATCHLINE STA 42+00 SEE SHEET CI-2

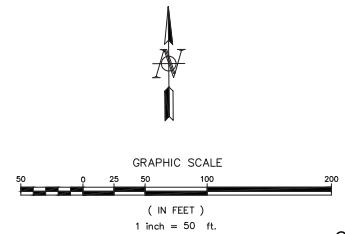


RESURFACING AND DIGOUT LIMITS

MATCHLINE STA 42+00 SEE SHEET CI-2



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
CIRBY WY
CALIFORNIA

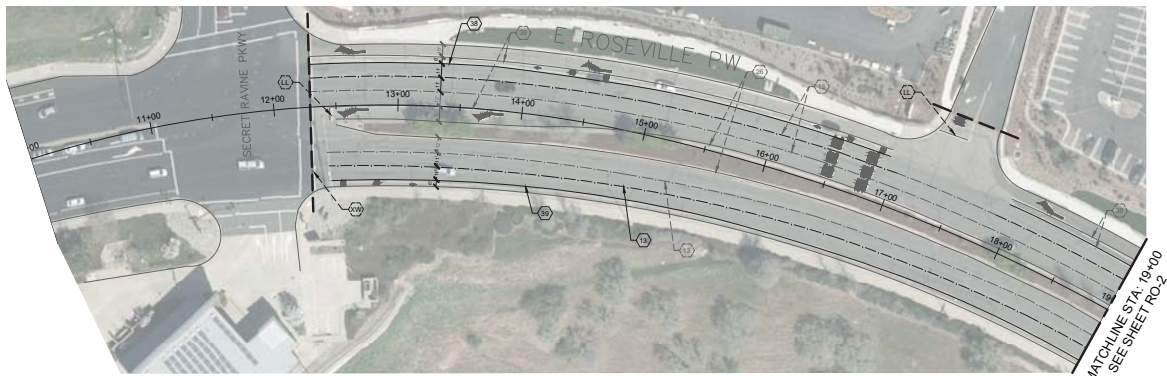
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CI-3

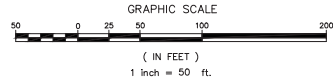
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

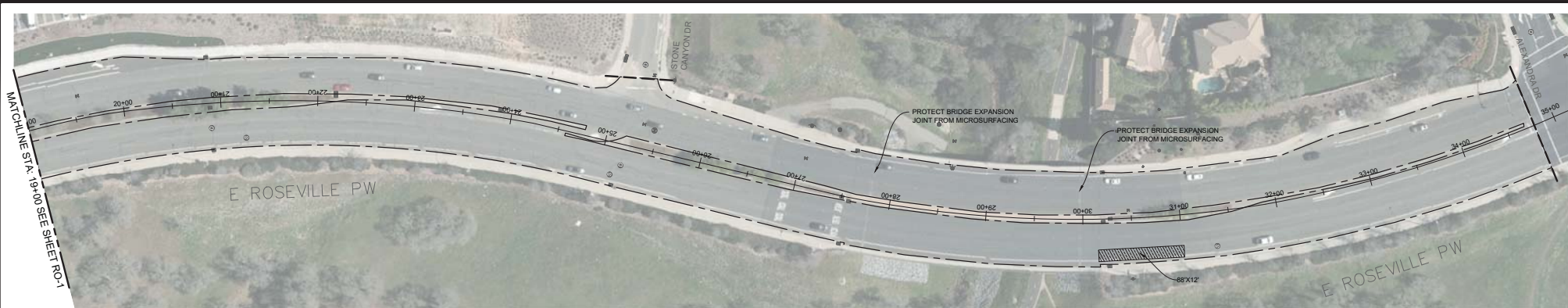


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

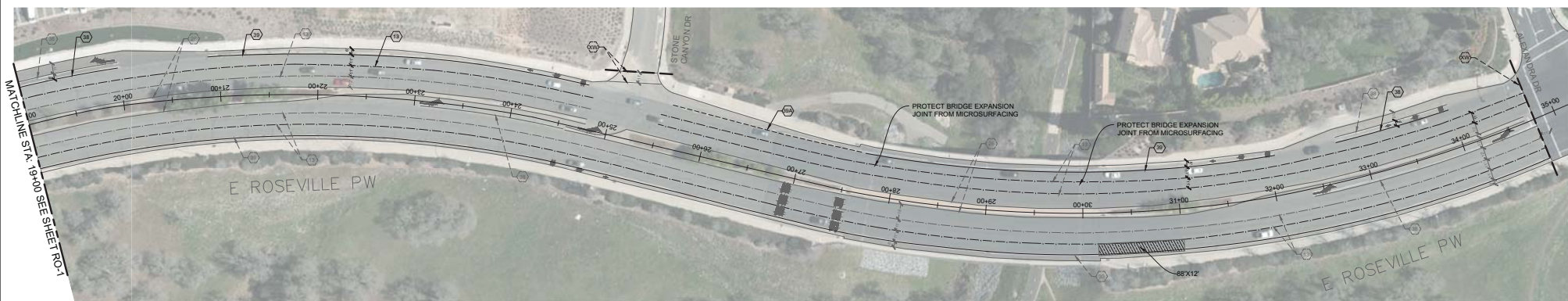


2018 ARTERIAL RESURFACING
E ROSEVILLE PKWY
CITY OF ROSEVILLE
CALIFORNIA

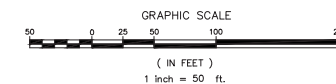
RP-1
10
63



RESURFACING AND DIGOUT LIMITS

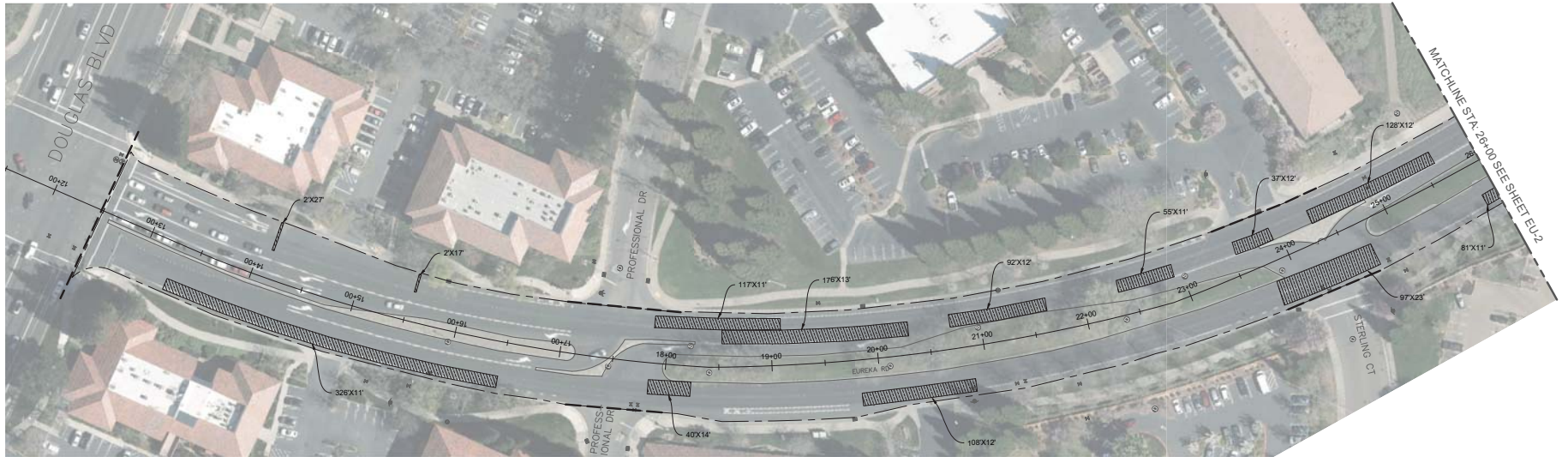


STRIPING LAYOUT



				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	 CITY OF ROSEVILLE CALIFORNIA	2018 ARTERIAL RESURFACING	11			
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.									
				DESCRIPTION _____		CHECKED BY: NOAH S.									
						SCALE: 1:50									
						DATE: 4/6/2017									
NO.	REVISION	BY	DATE			PROJECT NO: 172501		PRINCIPAL ENGINEER _____							

B: PW-CIVIL CURRENT PROJECTS 2018 RESURFACING 2018 ARTERIAL MICRO PROTECT DIGOUTS WORKING PLANS ARTERIAL VE ROSEVILLE PKWY 2017 AMP ROSEVILLE 20160228JWS



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING

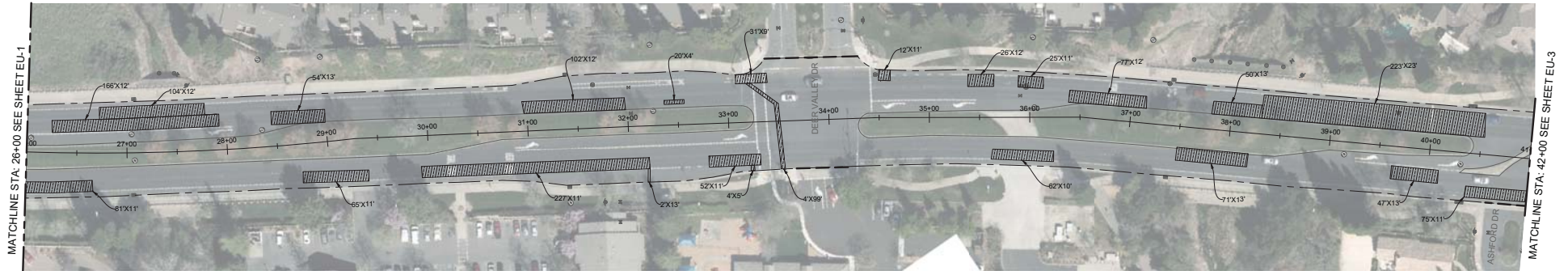
EUREKA RD

CALIFORNIA

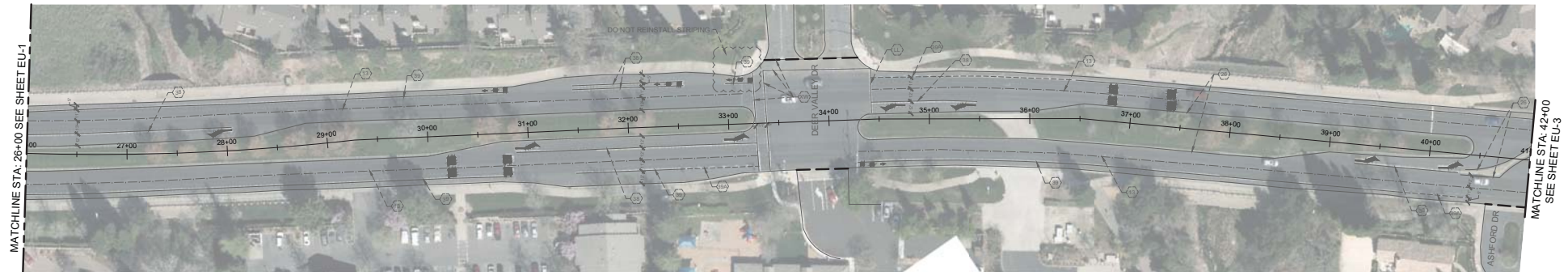
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12

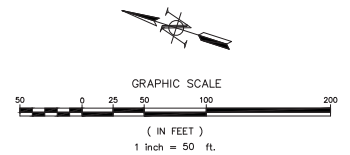
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



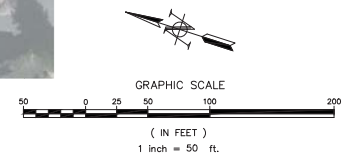
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ELEVATION _____	DATUM _____	CHECKED BY: ROMAN Y.	SCALE: 1:50	PRINCIPAL ENGINEER _____	PLANS APPROVAL DATE _____	63						
DESCRIPTION _____		DATE: 4/6/2017	PROJECT NO: 172501									
NO.	REVISION	BY	DATE									



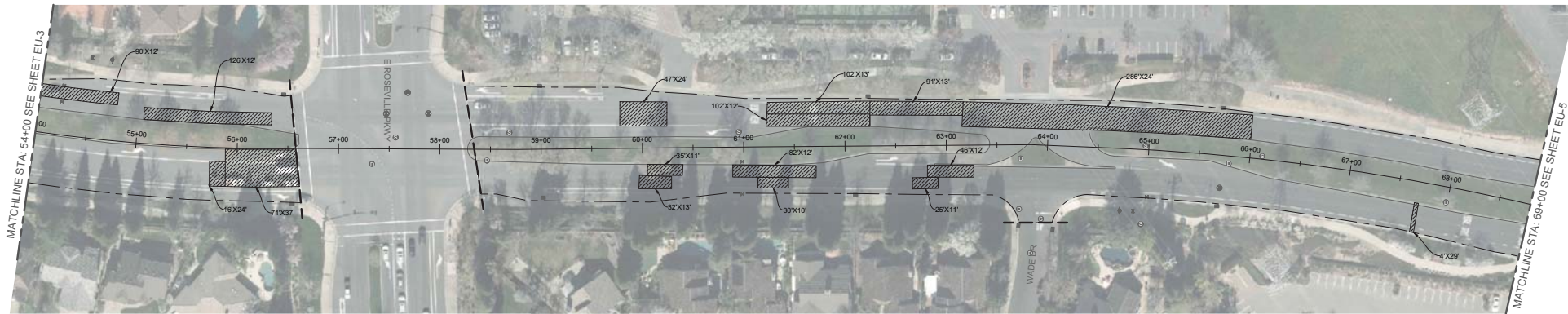
RESURFACING AND DIGOUT LIMITS



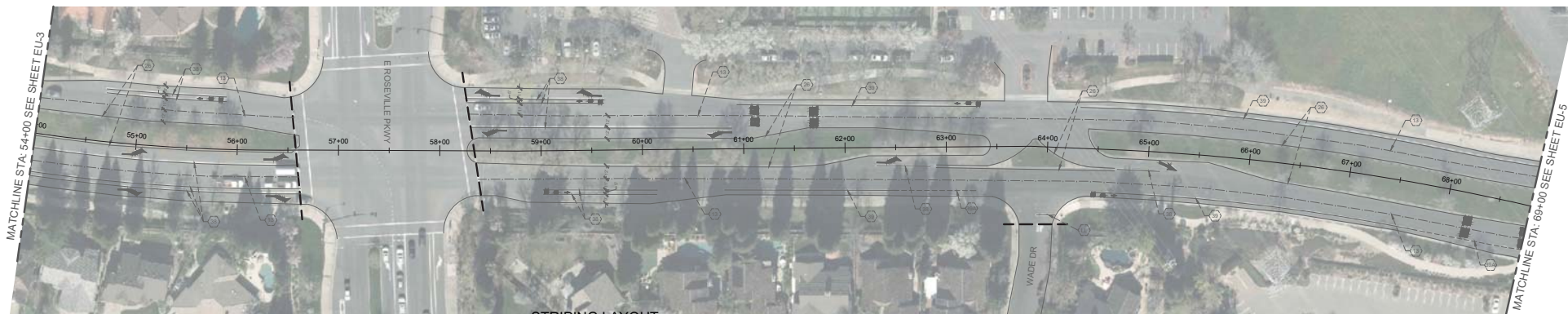
STRIPING LAYOUT



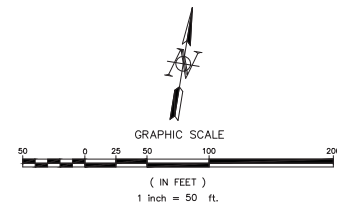
				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	 CITY OF ROSEVILLE CALIFORNIA	2018 ARTERIAL RESURFACING EUREKA RD CALIFORNIA	14		
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.								
				DESCRIPTION _____		CHECKED BY: NOAH S.						PRINCIPAL ENGINEER _____		
						SCALE: 1"=50'								
						DATE: 4/6/2017						PLANS APPROVAL DATE _____		
						PROJECT NO: 172501								
NO.	REVISION	BY	DATE											



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



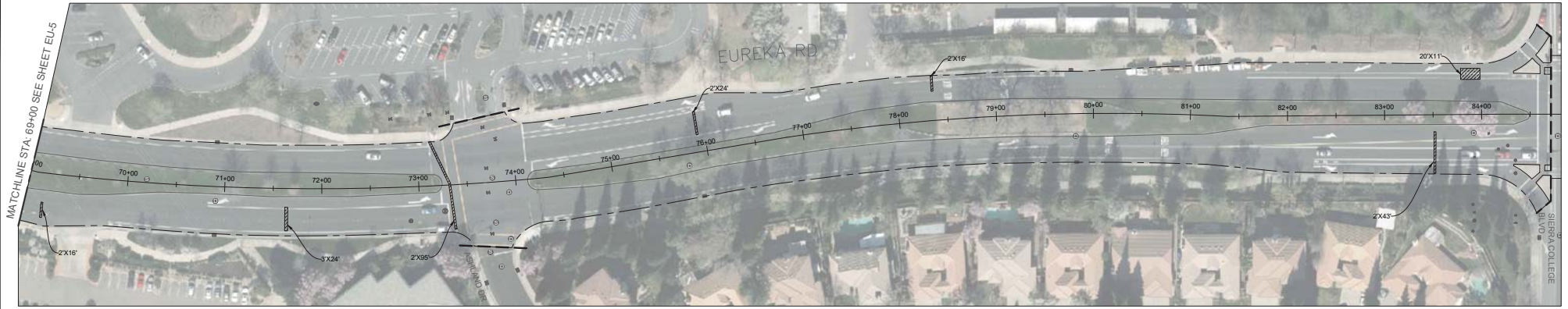
2018 ARTERIAL RESURFACING
EUREKA RD

CALIFORNIA

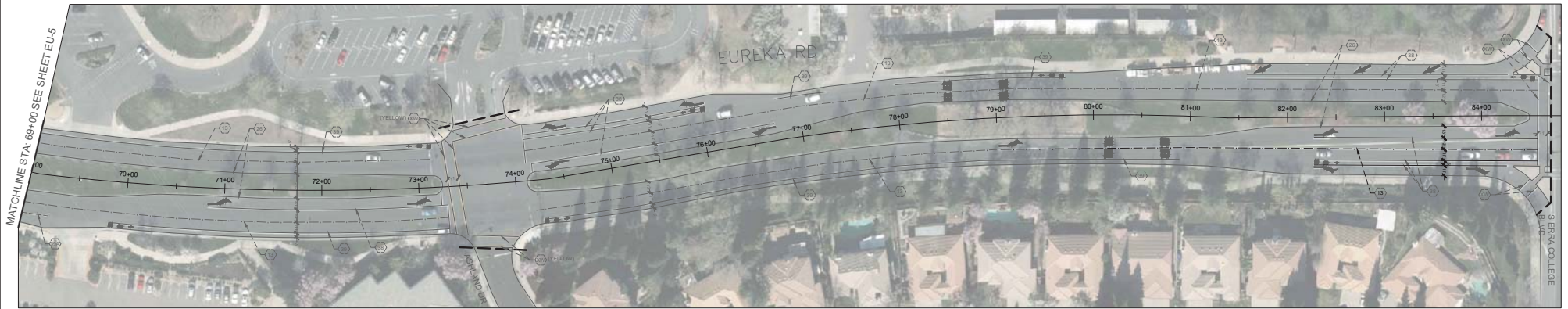
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15

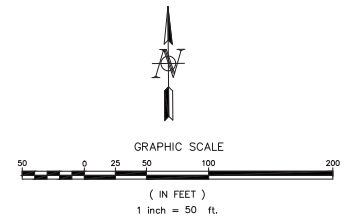
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

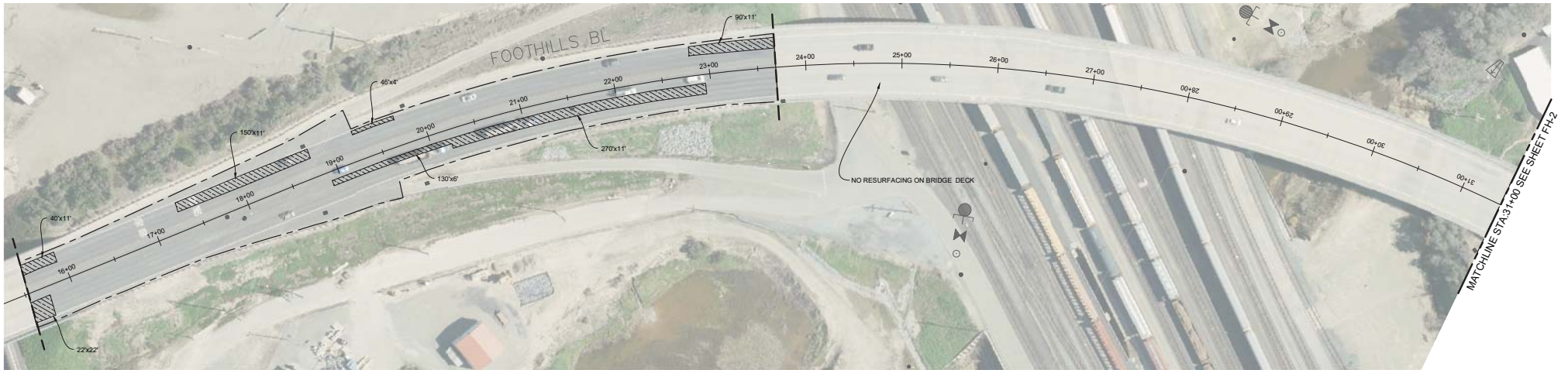


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2018 ARTERIAL RESURFACING
EUREKA RD
CALIFORNIA

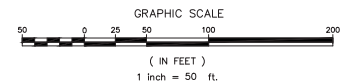
EU-5
16
63



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
FOOTHILLS BL
CITY OF ROSEVILLE
CALIFORNIA

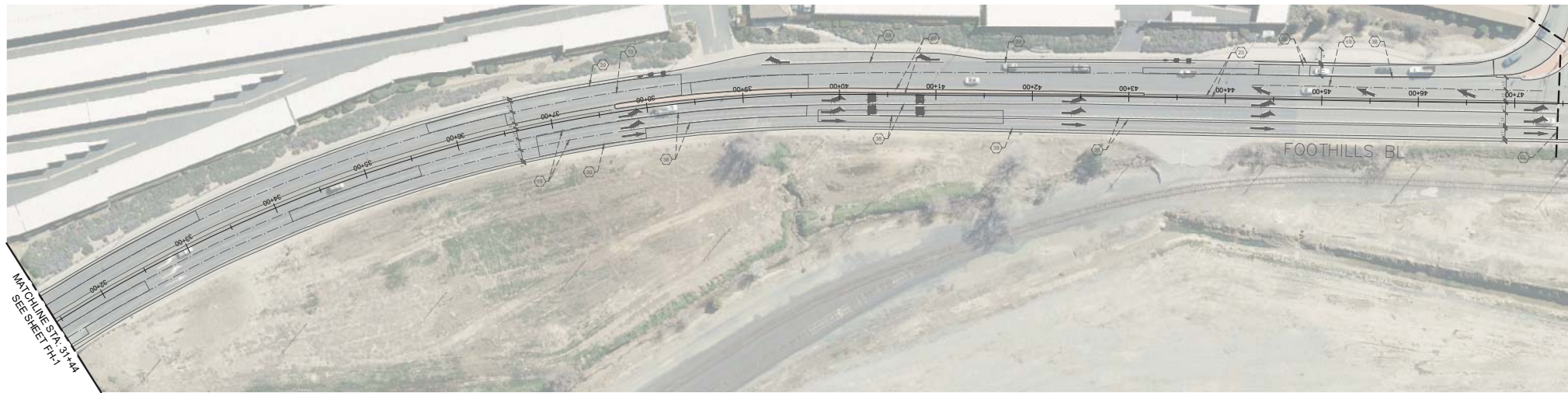
FH-1

17

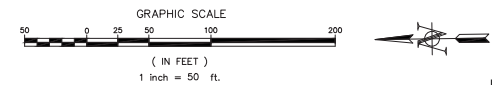
63



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



			BENCH MARK		DESIGN BY: NOAH S.		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	 2018 ARTERIAL RESURFACING FOOTHILLS BL CITY OF ROSEVILLE CALIFORNIA	18
			ELEVATION _____	DATUM _____	DRAWN BY: ROMAN Y.				
			DESCRIPTION _____		CHECKED BY: NOAH S.				
					SCALE: 1:50				
					DATE: 11/16/2017				
NO.	REVISION	BY	DATE		PROJECT NO: 172501	PRINCIPAL ENGINEER			63
						PLANS APPROVAL DATE			

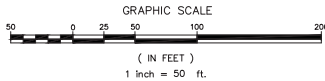
FH-2
B:\PW-CIP\1 CURRENT PROJECTS\2018 RESURFACING\2018 ARTERIAL MICRO PROJECTS\WORKING PLANS\ARTERIAL FOOTHILLS BL\FOOTHILLS BLOWS



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS' APPROVAL DATE



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



2018 ARTERIAL RESURFACING
HARDING BL
CALIFORNIA

MATCHLINE STA:26+50
SEE SHEET HA-1

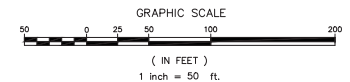


RESURFACING AND DIGOUT LIMITS

MATCHLINE STA:26+50
SEE SHEET HA-1



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS' APPROVAL DATE

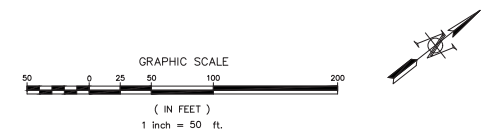
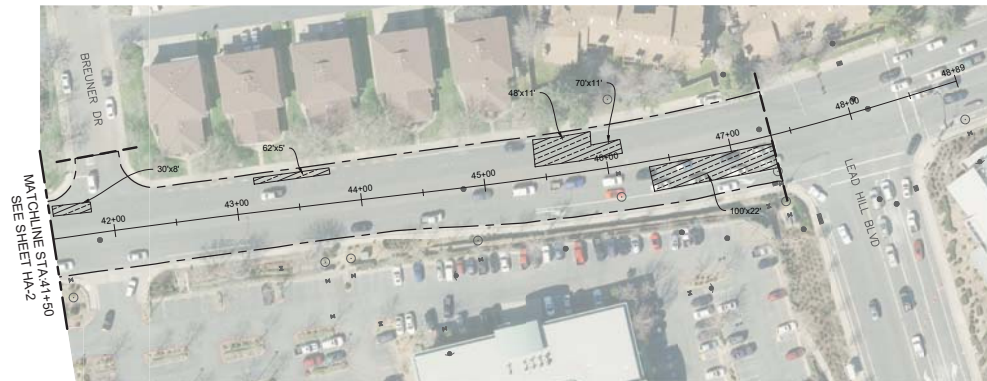


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2018 ARTERIAL RESURFACING
HARDING BL
CALIFORNIA

20
63



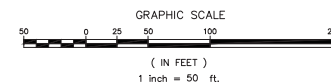
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



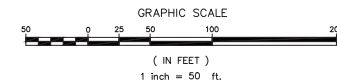
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				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.									22						
				DESCRIPTION _____		CHECKED BY: NOAH S.									PRINCIPAL ENGINEER _____ PLANS APPROVAL DATE _____						63
						SCALE: 1:50															
						DATE: 4/6/2017															
						PROJECT NO: 172501															
NO.	REVISION	BY	DATE																		



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

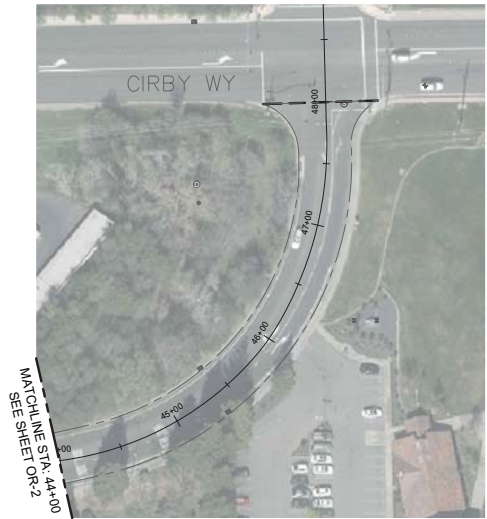


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

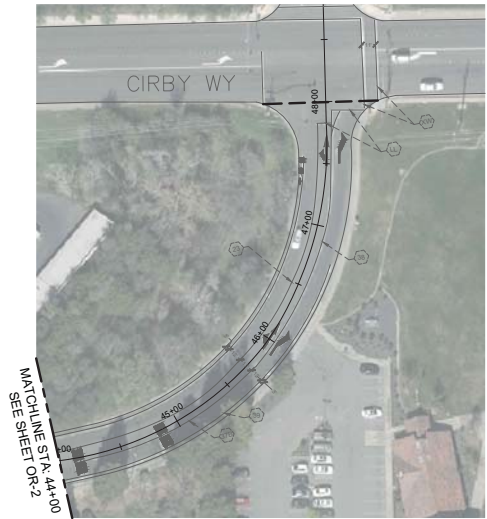


2018 ARTERIAL RESURFACING
ORLANDO AV
CALIFORNIA

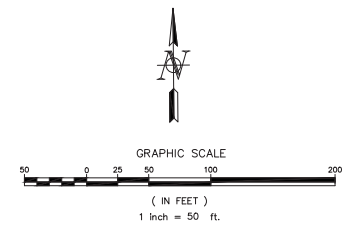
OR-2
23
63



RESURFACING AND DIGOUT LIMITS



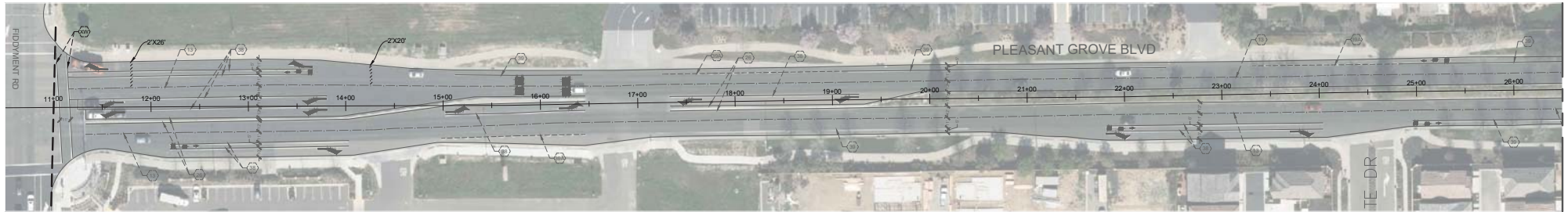
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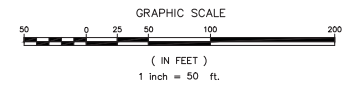
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				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.					CITY OF ROSEVILLE CALIFORNIA CITY OF ROSEVILLE CALIFORNIA	ORLANDO AV	63
						CHECKED BY: NOAH S.							
						SCALE: 1"=50'							
						DATE: 4/6/2017							
						PROJECT NO: 172501							
NO.	REVISION	BY	DATE										



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



MATCHLINE STA: 26+50 SEE BELOW
 MATCHLINE STA: 42+00 SEE SHEET PG-2
 MATCHLINE STA: 26+50 SEE BELOW
 MATCHLINE STA: 42+00 SEE SHEET PG-2
 PG-1
 25
 63
 B:\PW-CITY\ CURRENT PROJECTS\2018 RESURFACING\2018 ARTERIAL MICRO PROJECT\DWG\WORKING PLANS\ARTERIAL PLEASANT GROVE BL\2017 AMP- PLEASANT GROVE 18 05 11.DWG

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
 PLEASANT GROVE BL
 CITY OF ROSEVILLE
 CALIFORNIA



RESURFACING AND DIGOUT LIMITS

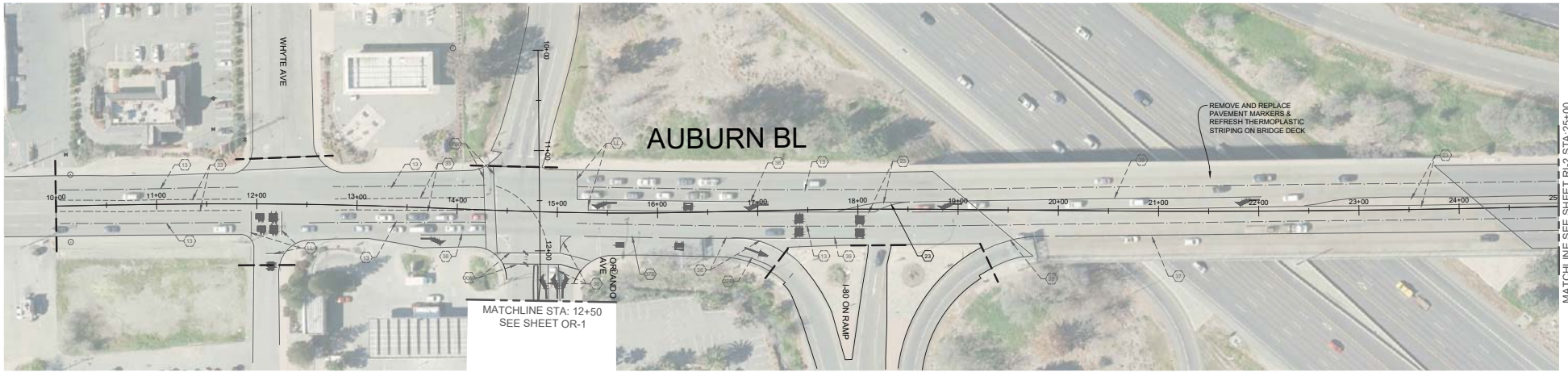


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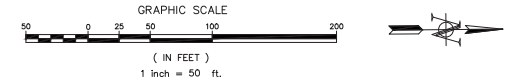
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				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.						26			
				DESCRIPTION _____		CHECKED BY: NOAH S.						63			
						SCALE: 1:50									
						DATE: 4/6/2017		PRINCIPAL ENGINEER							
						PROJECT NO: 172501									
NO.				REVISION		BY		DATE		PLANS APPROVAL DATE					



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS' APPROVAL DATE

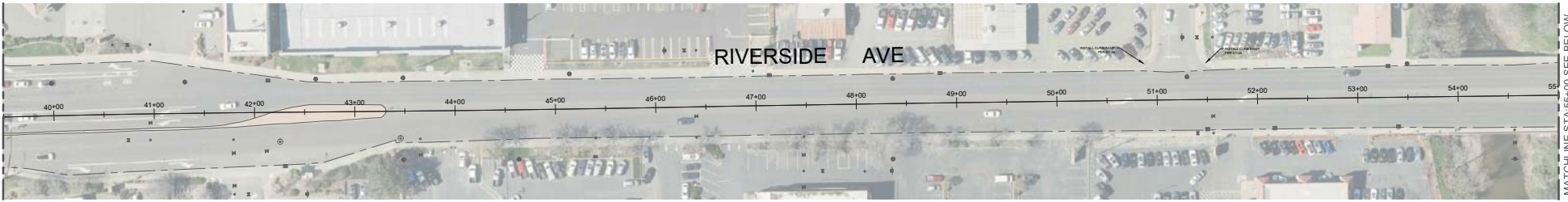


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



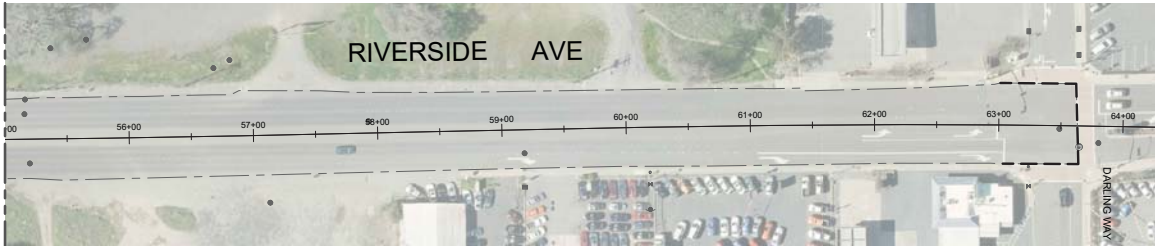
2018 ARTERIAL RESURFACING
RIVERSIDE AV
CALIFORNIA

MATCHLINE STA:39+50
SEE SHEET RI-2



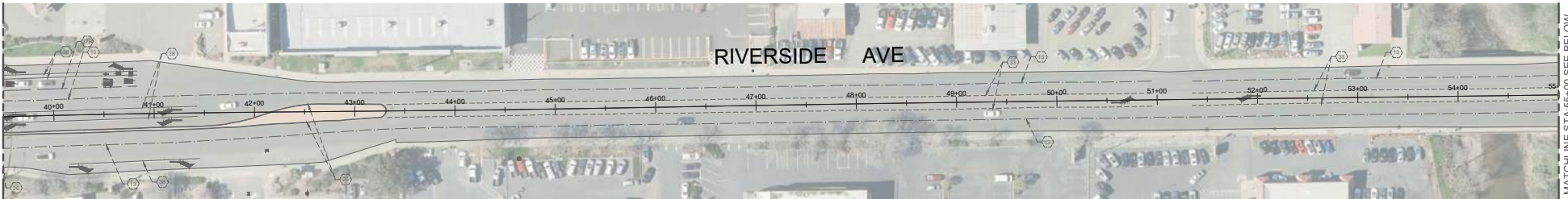
MATCHLINE STA:55+00 SEE BELOW

MATCHLINE STA:55+00 SEE ABOVE



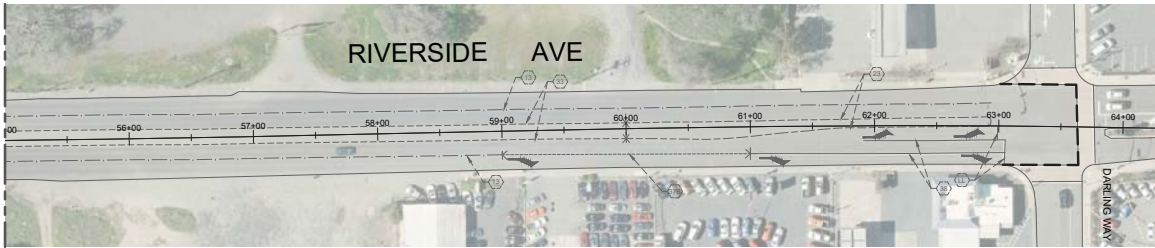
RESURFACING AND DIGOUT LIMITS

MATCHLINE STA:39+50
SEE SHEET RI-2

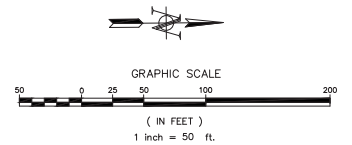


MATCHLINE STA:55+00 SEE BELOW

MATCHLINE STA:55+00 SEE ABOVE



STRIPING LAYOUT



RI-3

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



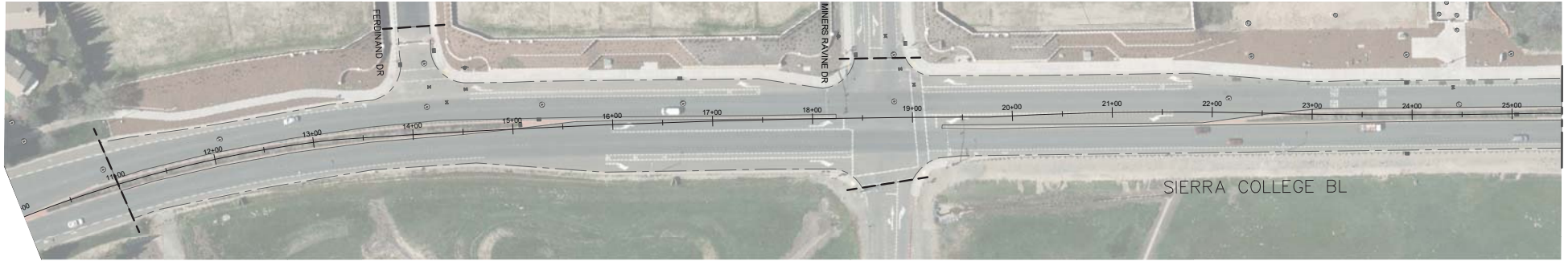
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2018 ARTERIAL RESURFACING
RIVERSIDE AV
CALIFORNIA

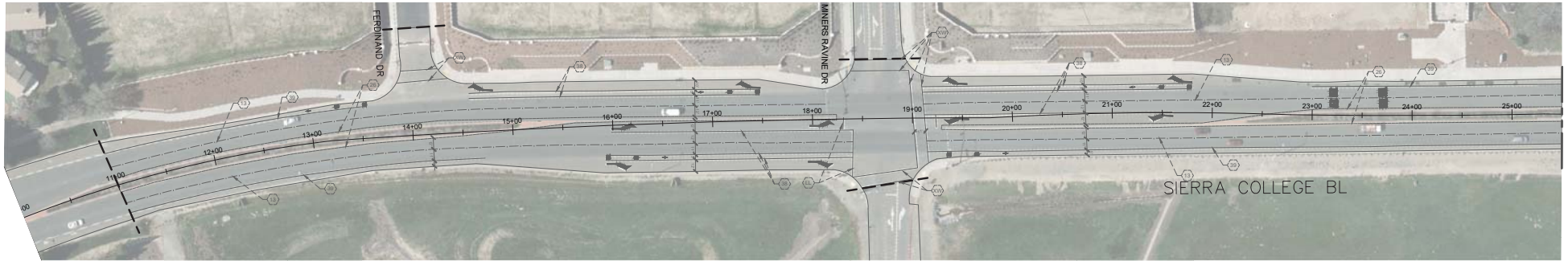
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63

PROJECTS 2018 RESURFACING 2018 ARTERIAL MICRO PROJECTS WORKING PLANS ARTERIAL RIVERSIDE AV RIVERSIDE AV.DWG



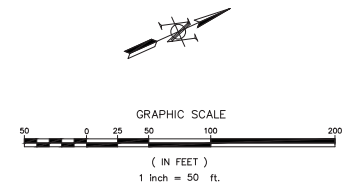
RESURFACING AND DIGOUT LIMITS

MATCHLINE STA: 25+50 SEE SHEET SI-1



STRIPING LAYOUT

MATCHLINE STA: 25+50 SEE SHEET SI-1



SC-1

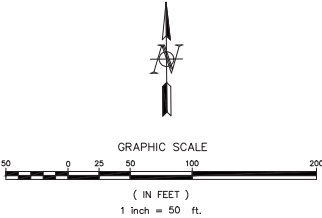
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				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.			DEPARTMENT OF PUBLIC WORKS		SIERRA COLLEGE BL		63
				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET		CITY OF ROSEVILLE		
						SCALE: 1:50			ROSEVILLE, CA 95678		CALIFORNIA		
						DATE: 4/6/2017			(916) 746-1300				
						PROJECT NO: 172501							
NO.	REVISION	BY	DATE										



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



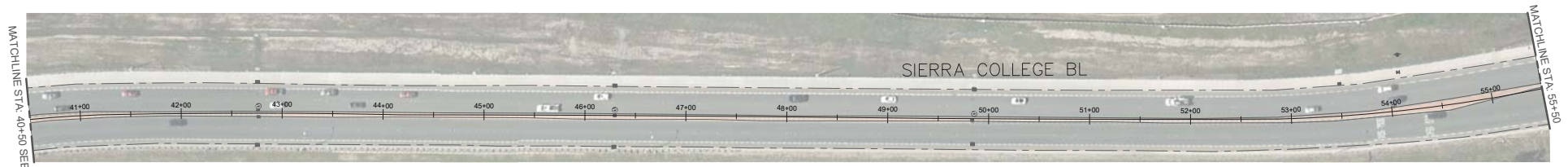
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



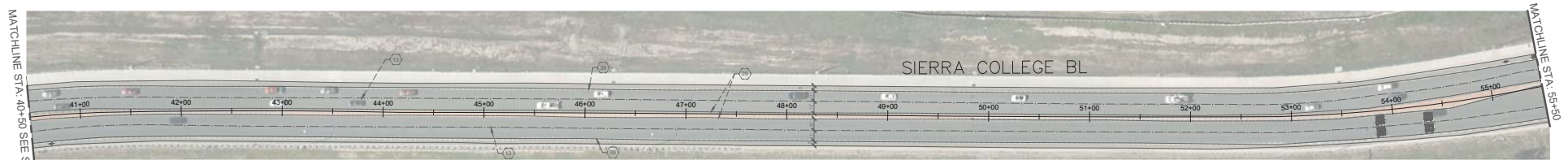
2018 ARTERIAL RESURFACING
SIERRA COLLEGE BL
CITY OF ROSEVILLE
CALIFORNIA

SC-2
31
63

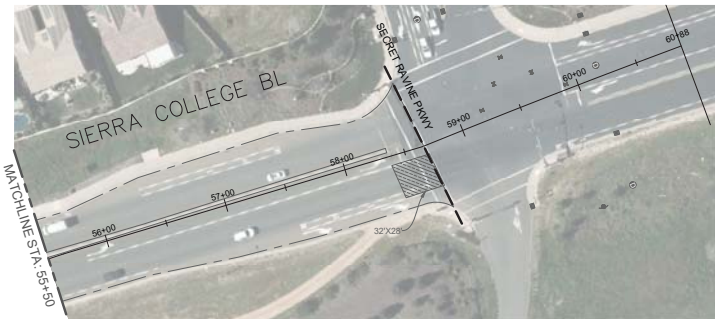
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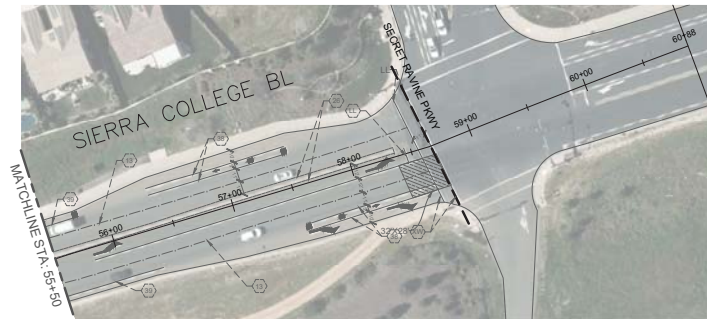
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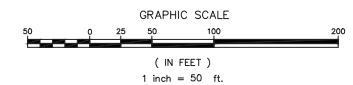
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RESURFACING AND DIGOUT LIMITS



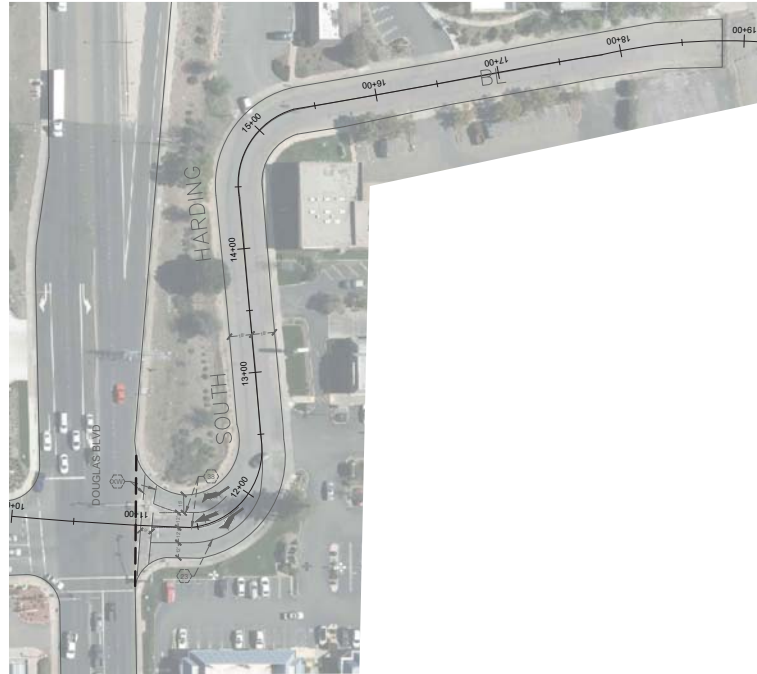
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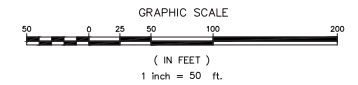
				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300		2018 ARTERIAL RESURFACING		32	
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.			PRINCIPAL ENGINEER		SIERRA COLLEGE BL		63	
				DESCRIPTION _____		CHECKED BY: NOAH S.								
						SCALE: 1:50								
NO.	REVISION	BY	DATE			DATE: 4/6/2017		PROJECT NO: 172501	PLANS APPROVAL DATE		CITY OF ROSEVILLE			
											CALIFORNIA			



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

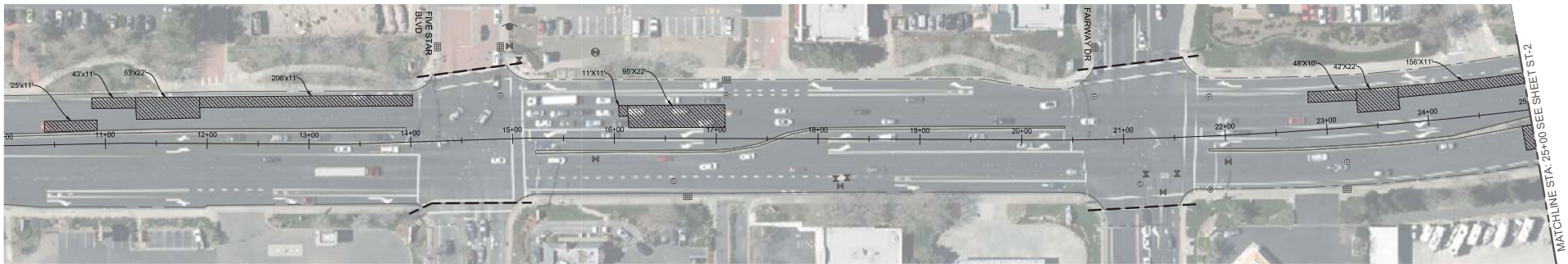
PRINCIPAL ENGINEER
PLANS APPROVAL DATE



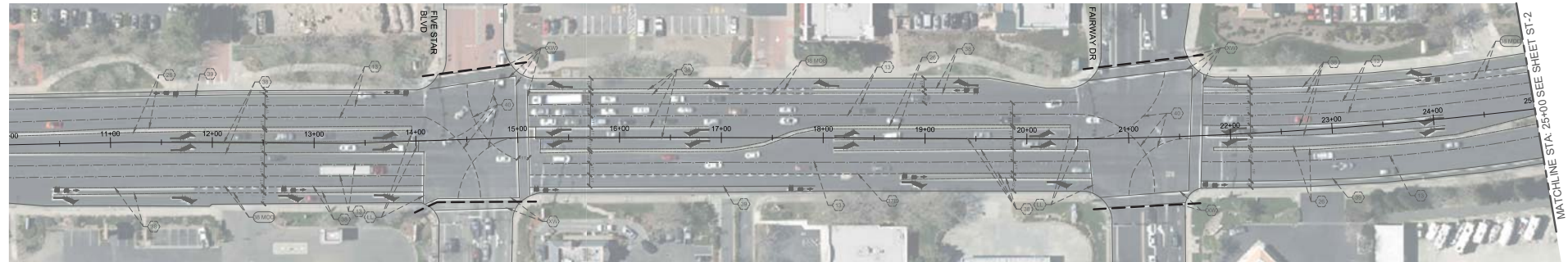
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2018 ARTERIAL RESURFACING
SOUTH HARDING BL
CITY OF ROSEVILLE
CALIFORNIA



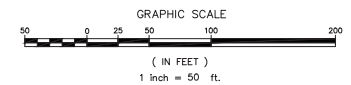
RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



DETAIL 38 MOD



				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	 CITY OF ROSEVILLE CALIFORNIA	2018 ARTERIAL RESURFACING		34	
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.					PRINCIPAL ENGINEER	STANFORD RANCH RD	CITY OF ROSEVILLE CALIFORNIA	63
				DESCRIPTION _____		CHECKED BY: NOAH S.								
						SCALE: 1:50					PROJECT NO: 172501			
NO.				REVISION		DATE: 4/6/2017								
				BY										
				DATE										

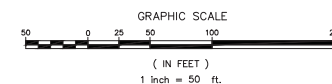
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



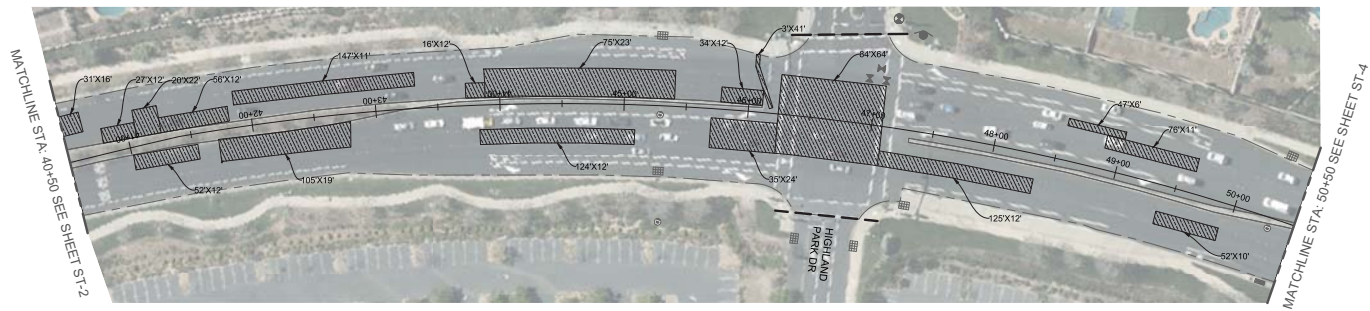
2018 ARTERIAL RESURFACING
STANFORD RANCH RD
CITY OF ROSEVILLE
CALIFORNIA

ST-2
SR-2

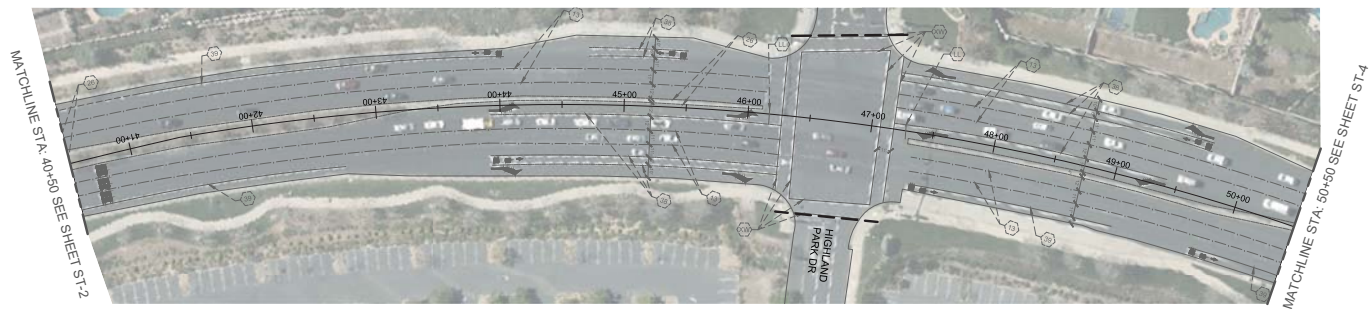
35

63

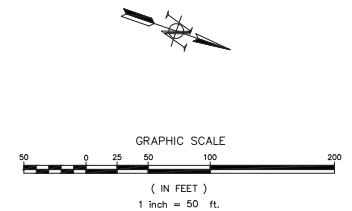
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RESURFACING AND DIGOUT LIMITS

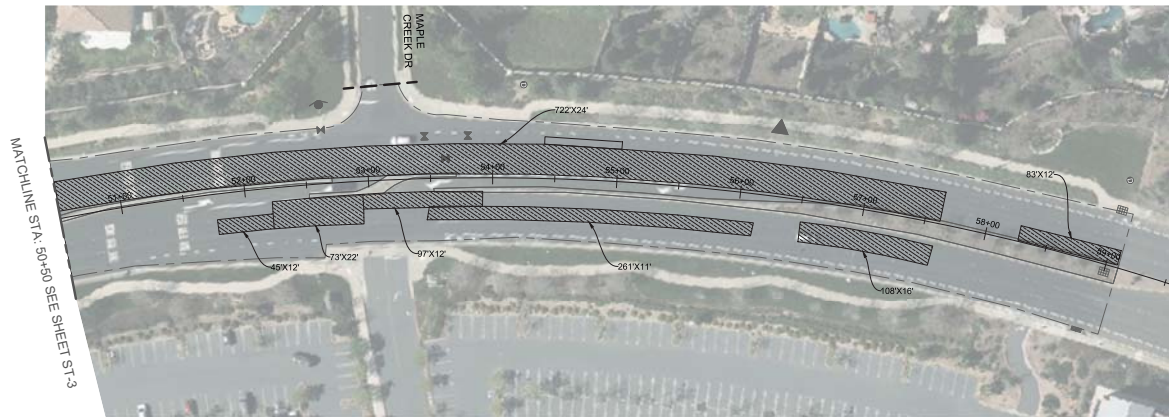


STRIPING LAYOUT



				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE		2018 ARTERIAL RESURFACING		36
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				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET				
									ROSEVILLE, CA 95678				
						SCALE: 1"=50'			(916) 746-1300				
						DATE: 4/6/2017		PRINCIPAL ENGINEER _____		CITY OF ROSEVILLE			
						PROJECT NO: 172501		PLANS APPROVAL DATE _____		CALIFORNIA			
NO. _____ REVISION _____ BY _____ DATE _____										CITY OF ROSEVILLE			

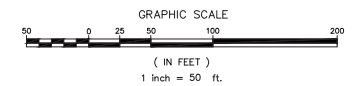
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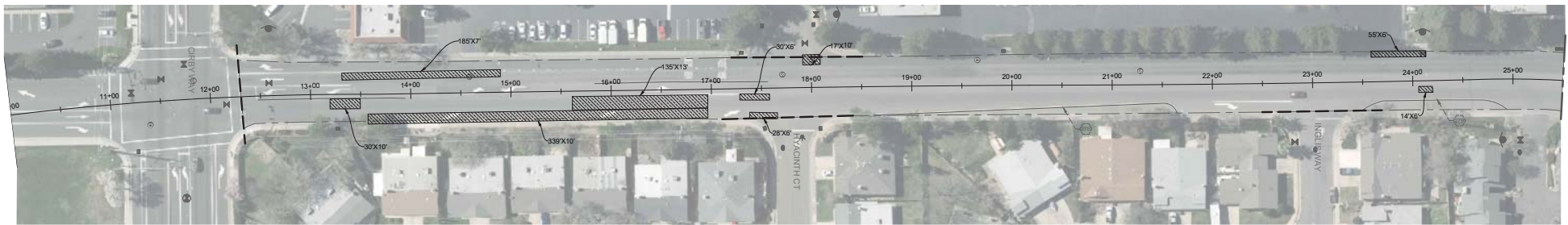
RESURFACING AND DIGOUT LIMITS



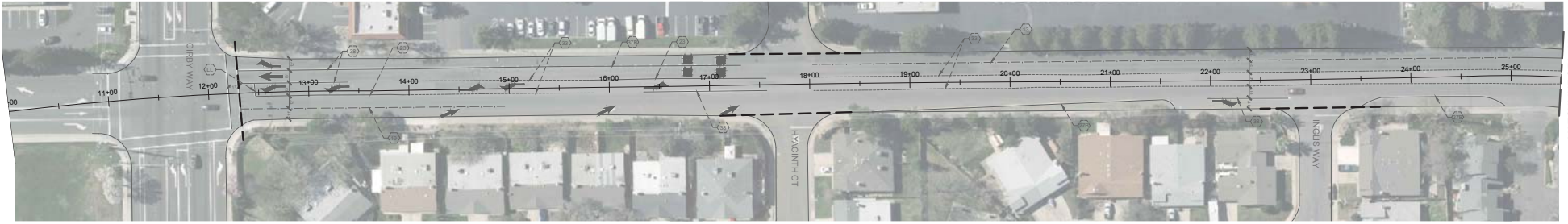
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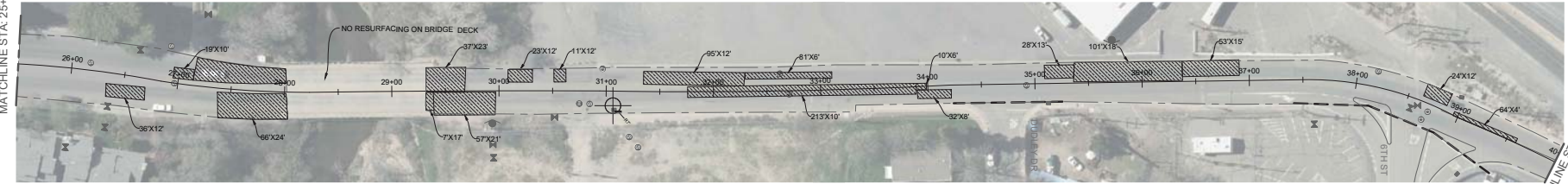
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				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET		STANFORD RANCH RD		63		
									ROSEVILLE, CA 95678						
									(916) 746-1300						
NO. _____ REVISION _____ BY _____ DATE _____						SCALE: 1:50		PRINCIPAL ENGINEER _____		CITY OF ROSEVILLE		CALIFORNIA			
						DATE: 4/6/2017		PLANS APPROVAL DATE _____		CITY OF ROSEVILLE		CALIFORNIA			
						PROJECT NO: 172501				CITY OF ROSEVILLE		CALIFORNIA			



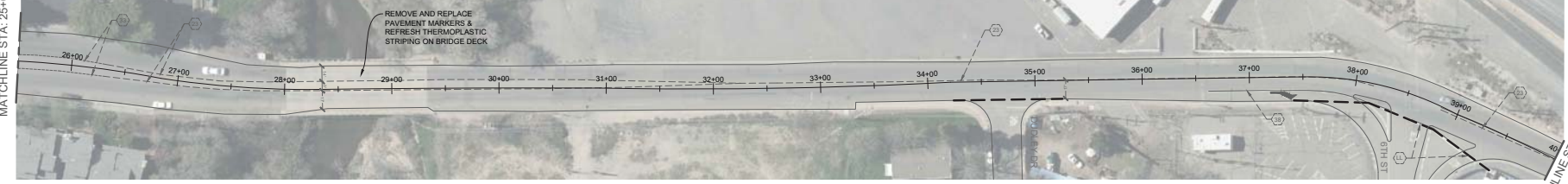
RESURFACING AND DIGOUT LIMITS



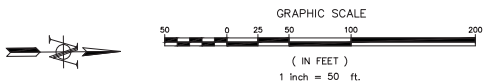
STRIPING LAYOUT



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



MATCHLINE STA: 25+00

MATCHLINE STA: 25+50

MATCHLINE STA: 25+50

MATCHLINE STA: 40+00 SEE SHEET VE-2

MATCHLINE STA: 40+00 SEE SHEET VE-2

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



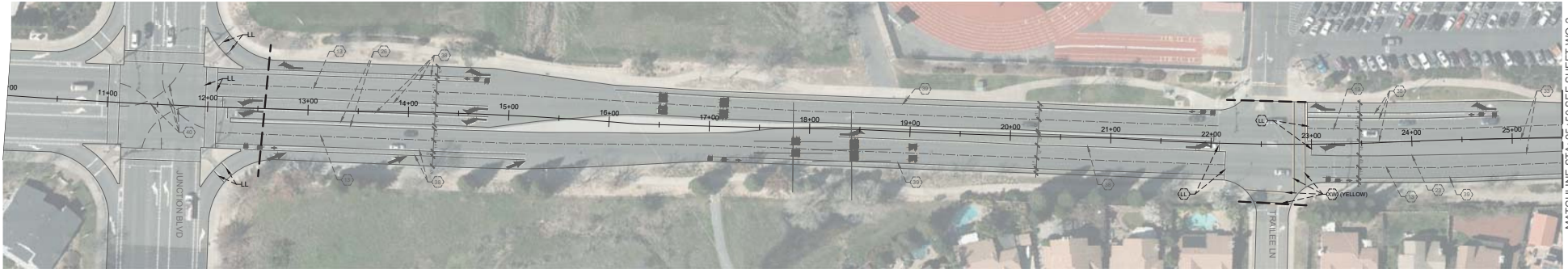
2018 ARTERIAL RESURFACING
VERNON ST
CALIFORNIA

38
63

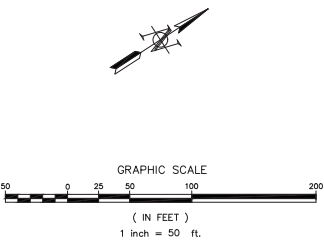
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
WOODCREEK OAKS BL
CITY OF ROSEVILLE
CALIFORNIA

WO-1
40
63

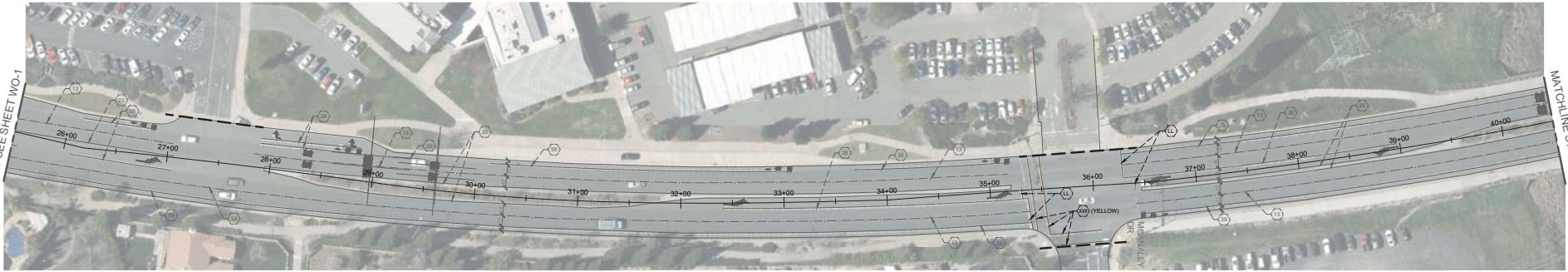
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MATCHLINE STA. 40+50 SEE SHEET WO-3

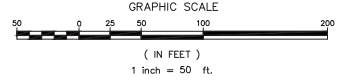
RESURFACING AND DIGOUT LIMITS

MATCHLINE STA. 25+50 SEE SHEET WO-1



MATCHLINE STA. 40+50 SEE SHEET WO-3

STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
WOODCREEK OAKS BL
CITY OF ROSEVILLE
CALIFORNIA

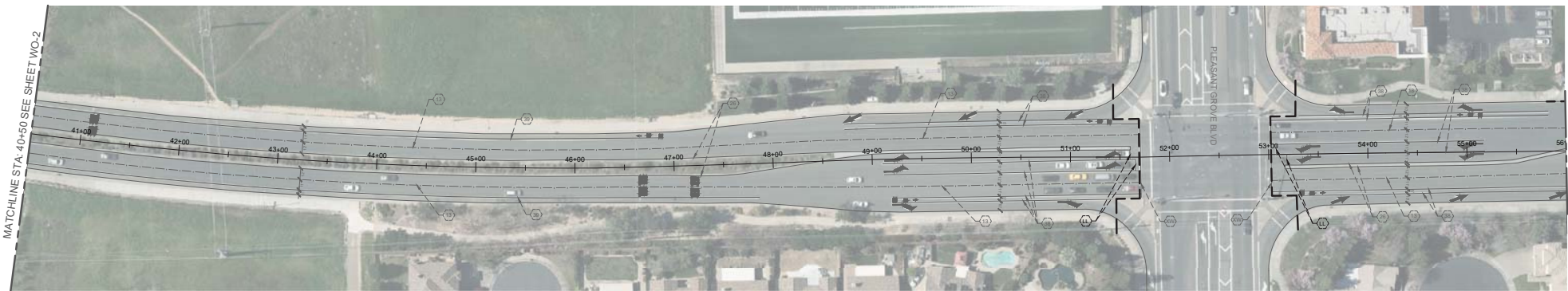
WO-2

41

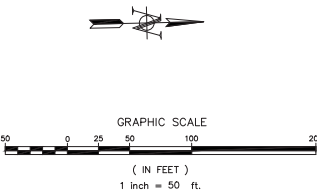
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RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 4/6/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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

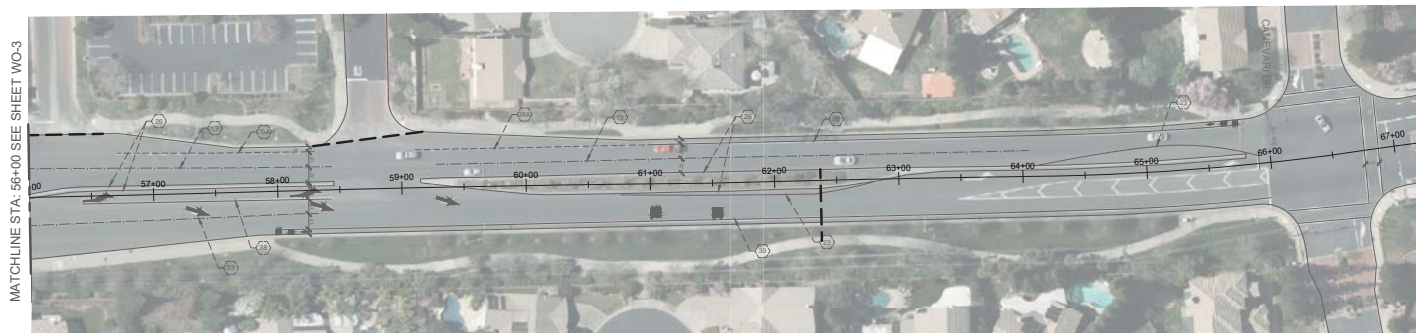


2018 ARTERIAL RESURFACING
WOODCREEK OAKS BL
CITY OF ROSEVILLE
CALIFORNIA

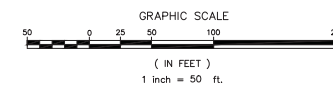
WO-3
42
63



RESURFACING AND DIGOUT LIMITS

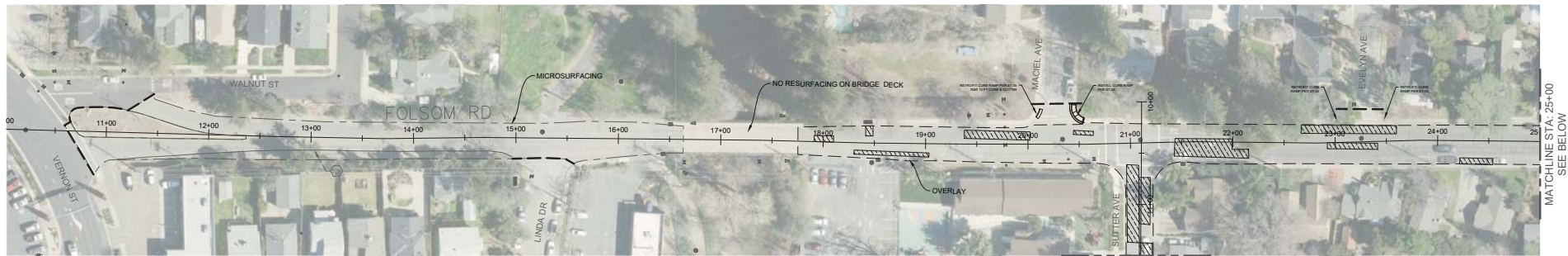


STRIPING LAYOUT



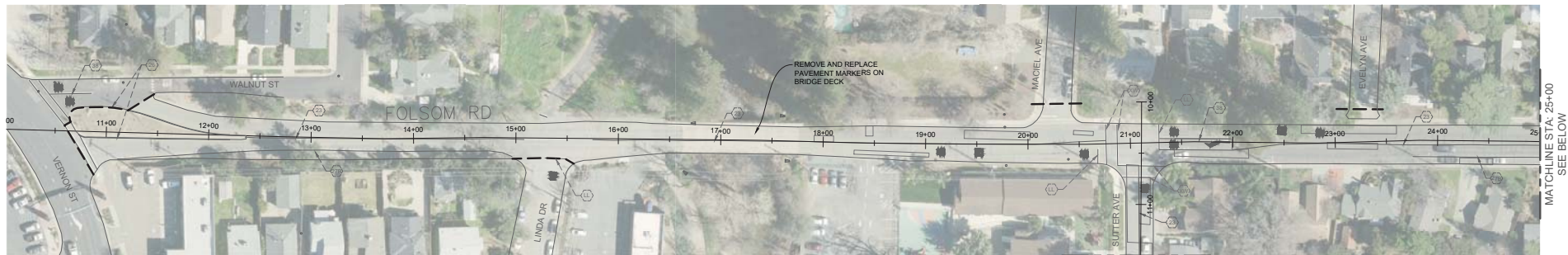
NO.	REVISION	BY	DATE	BENCH MARK ELEVATION _____ DATUM _____ DESCRIPTION _____ _____ _____ _____	DESIGN BY: NOAH S. DRAWN BY: ROMAN Y. CHECKED BY: NOAH S. SCALE: 1/50 DATE: 4/6/2017 PROJECT NO: 172501	PRINCIPAL ENGINEER _____ PLANS APPROVAL DATE _____		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300		2018 ARTERIAL RESURFACING WOODCREEK OAKS BL CITY OF ROSEVILLE CALIFORNIA	43
											63

WO-4



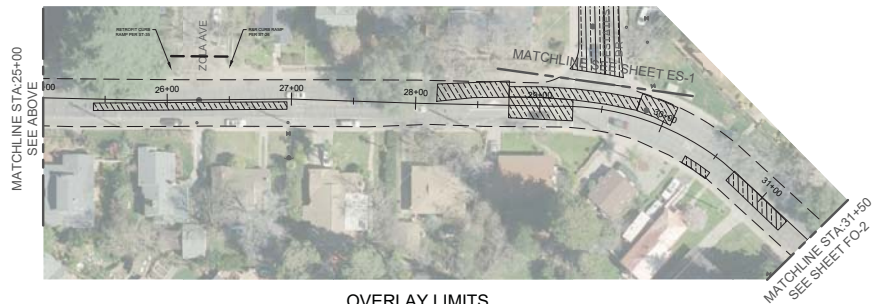
RESURFACING AND OVERLAY LIMITS

MATCHLINE SEE SHEET LS-1

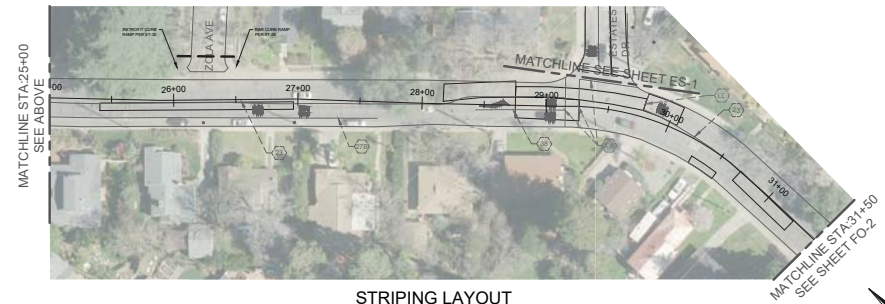


STRIPING LAYOUT

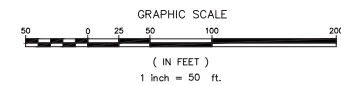
MATCHLINE SEE SHEET LS-1



OVERLAY LIMITS



STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1:50
DATE: 11/16/2017
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

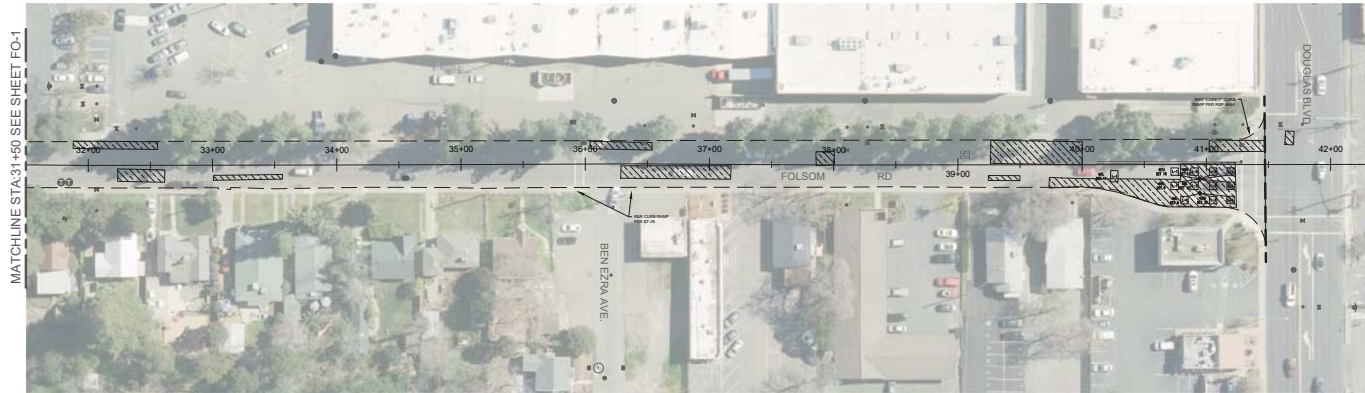


CITY OF ROSEVILLE
 DEPARTMENT OF PUBLIC WORKS
 311 VERNON STREET
 ROSEVILLE, CA 95678
 (916) 746-1300



2018 ARTERIAL RESURFACING
FOLSOM RD
 CALIFORNIA

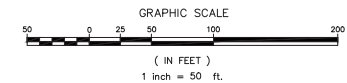
FO-1
44
63



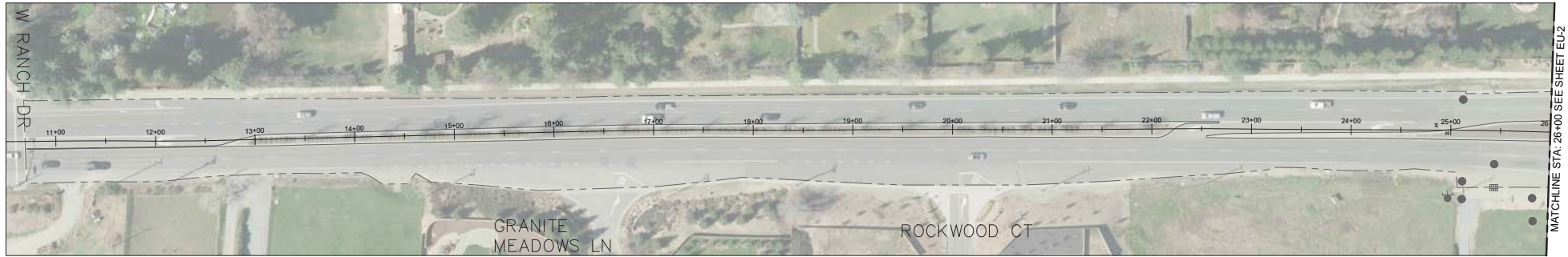
RESURFACING AND DIGOUT LIMITS



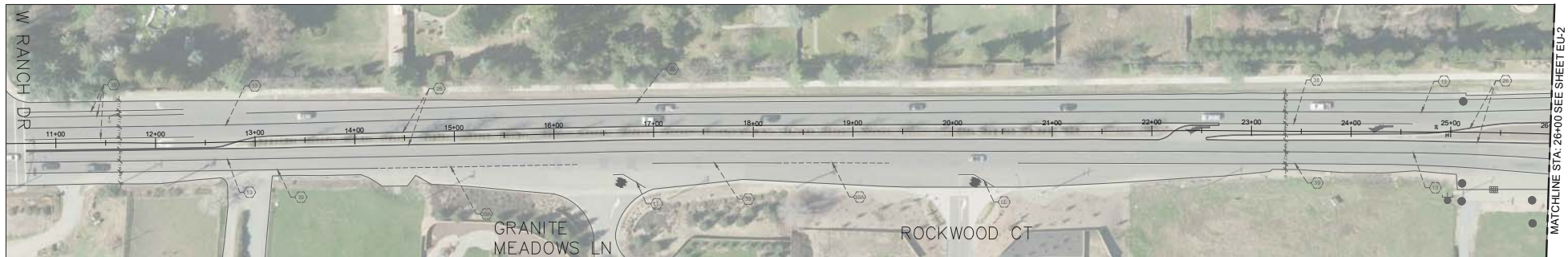
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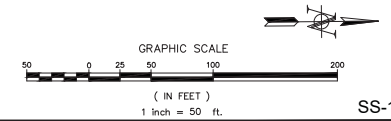
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				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.						63
				DESCRIPTION _____		CHECKED BY: NOAH S.						
						SCALE: 1:50						
						DATE: 11/16/2017						
						PROJECT NO: 172501						
NO.	REVISION	BY	DATE									



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



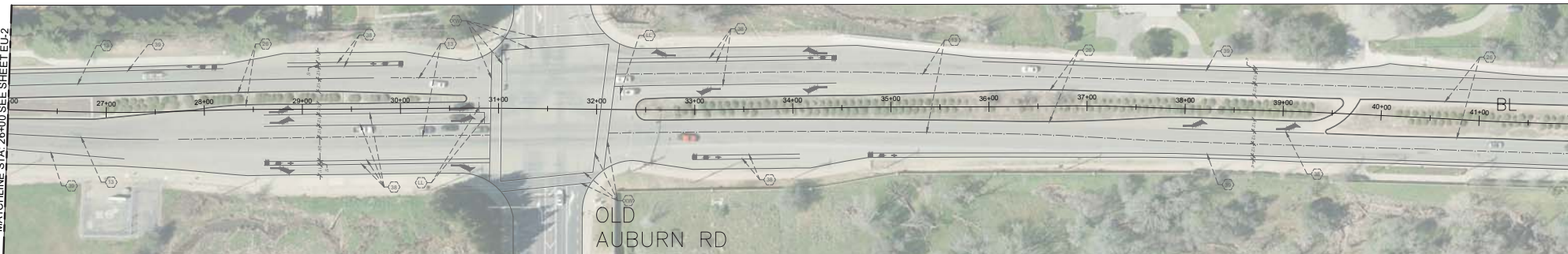
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				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET					
				_____		SCALE: 1"=50'			ROSEVILLE, CA 95678					
				_____		DATE: 2/28/2019			(916) 746-1300					
				_____		PROJECT NO: 172501		PRINCIPAL ENGINEER _____		CITY OF ROSEVILLE		CALIFORNIA		63
NO. _____ REVISION _____ BY _____ DATE _____								PLANS APPROVAL DATE _____						

MATCHLINE STA: 26+00 SEE SHEET EU-2



RESURFACING AND DIGOUT LIMITS

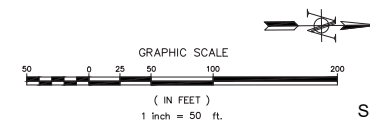
MATCHLINE STA: 26+00 SEE SHEET EU-2



STRIPING LAYOUT

MATCHLINE STA: 26+00 SEE SHEET EU-2

MATCHLINE STA: 26+00 SEE SHEET EU-2



			BENCH MARK ELEVATION _____ DATUM _____ DESCRIPTION _____ _____ _____ _____	DESIGN BY: NOAH S. DRAWN BY: ROMAN Y. CHECKED BY: NOAH S. SCALE: 1/50 DATE: 2/28/2019 PROJECT NO: 172501	PRINCIPAL ENGINEER _____ PLANS APPROVAL DATE _____		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	 CITY OF ROSEVILLE 2018 ARTERIAL RESURFACING SIERRA COLLEGE BL CALIFORNIA	47
NO.	REVISION	BY	DATE						63

EU-2: P/W-CITY CURRENT PROJECTS 2018 RESURFACING 2018 ARTERIAL MICRO PROJECTS WORKING PLANS ARTERIAL SOUTH SIERRA COLLEGE BL SOUTH SIERRA COLLEGE BLDWS

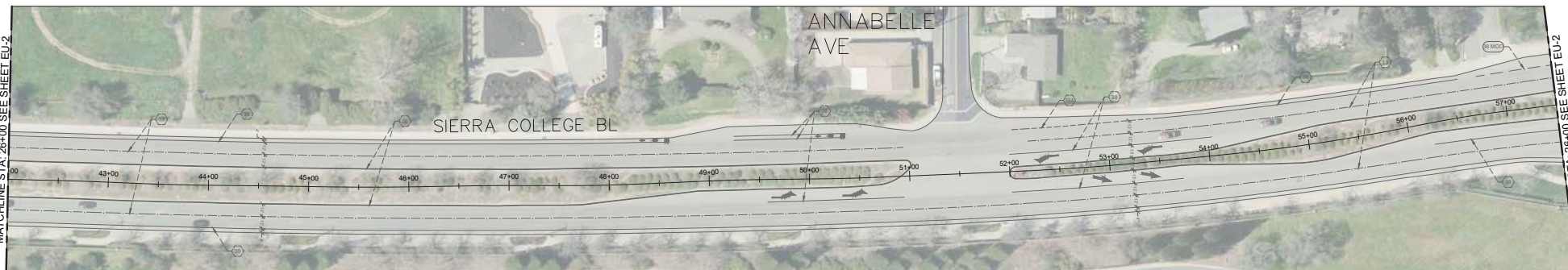
MATCHLINE STA: 26+00 SEE SHEET EU-2



MATCHLINE STA: 26+00 SEE SHEET EU-2

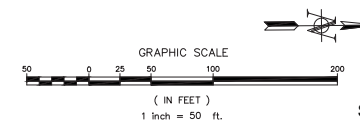
RESURFACING AND DIGOUT LIMITS

MATCHLINE STA: 26+00 SEE SHEET EU-2



MATCHLINE STA: 26+00 SEE SHEET EU-2

STRIPING LAYOUT



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER

PLANS APPROVAL DATE



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

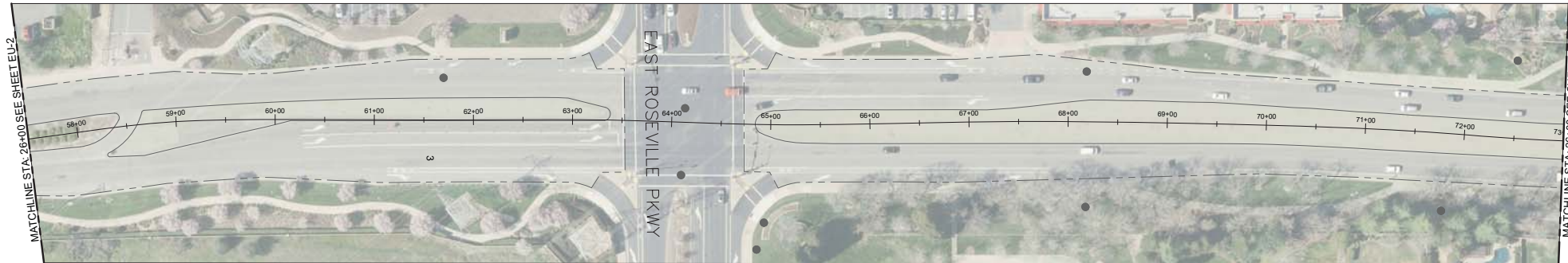


2018 ARTERIAL RESURFACING

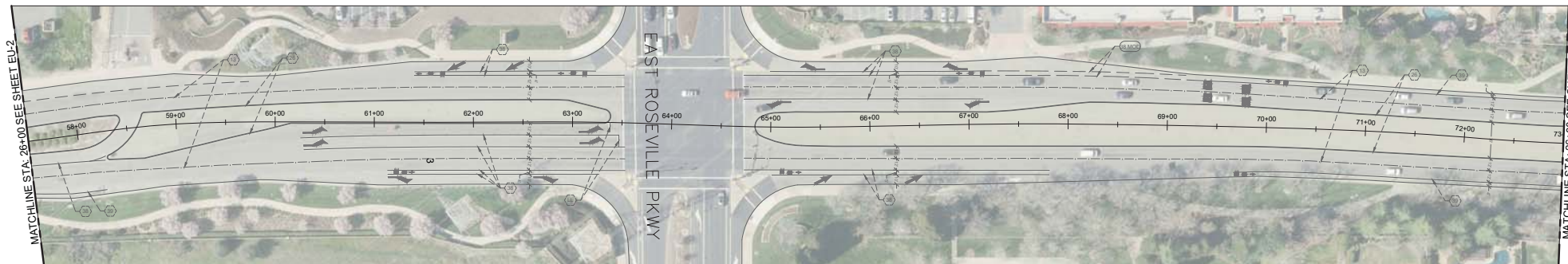
SIERRA COLLEGE BL
CITY OF ROSEVILLE
CALIFORNIA

48
63

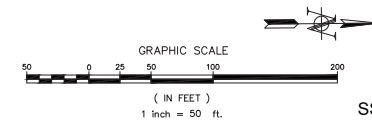
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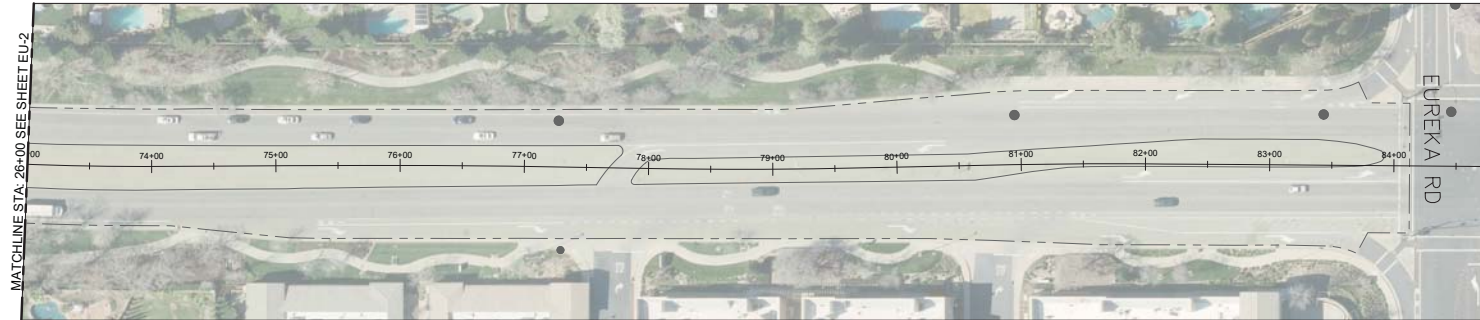
RESURFACING AND DIGOUT LIMITS



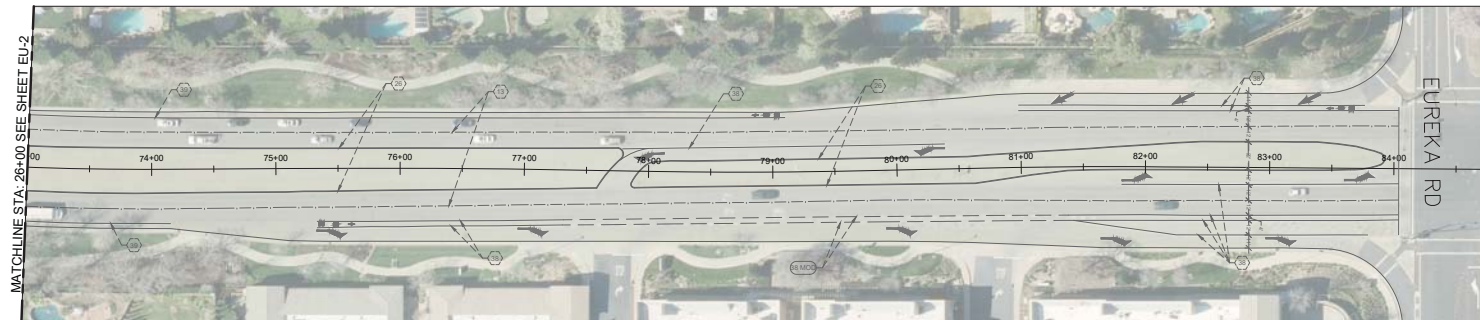
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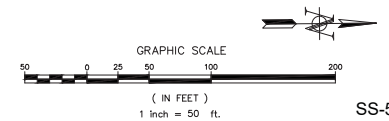
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				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET				
				_____		SCALE: 1"=50'			ROSEVILLE, CA 95678				
				_____		DATE: 2/28/2019			(916) 746-1300				
NO. _____ REVISION _____ BY _____ DATE _____				PROJECT NO: 172501				PRINCIPAL ENGINEER _____		CITY OF ROSEVILLE CALIFORNIA			
								PLANS APPROVAL DATE _____					



RESURFACING AND DIGOUT LIMITS



STRIPING LAYOUT



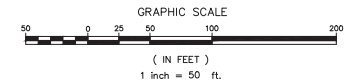
<table border="1"> <tr> <td>NO.</td> <td>REVISION</td> <td>BY</td> <td>DATE</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>			NO.	REVISION	BY	DATE																	BENCH MARK ELEVATION _____ DATUM _____ DESCRIPTION _____ _____ _____	DESIGN BY: NOAH S. DRAWN BY: ROMAN Y. CHECKED BY: NOAH S. SCALE: 1"=50' DATE: 2/28/2019 PROJECT NO: 172501	PRINCIPAL ENGINEER _____ PLANS APPROVAL DATE _____		CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300	CITY OF ROSEVILLE ROSEVILLE CALIFORNIA	2018 ARTERIAL RESURFACING SIERRA COLLEGE BL CITY OF ROSEVILLE CALIFORNIA	SS-5 50 63
NO.	REVISION	BY	DATE																											



LAYOUT DETAIL



STRIPING DETAIL



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
DOUGLAS BL
CALIFORNIA

ED-1
51
63

MATCHLINE STA 22+00 SEE PAGE D-2

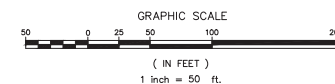
MATCHLINE STA 22+00 SEE PAGE D-2



LAYOUT DETAIL



STRIPING DETAIL



NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1/50
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING

DOUGLAS BL

CALIFORNIA

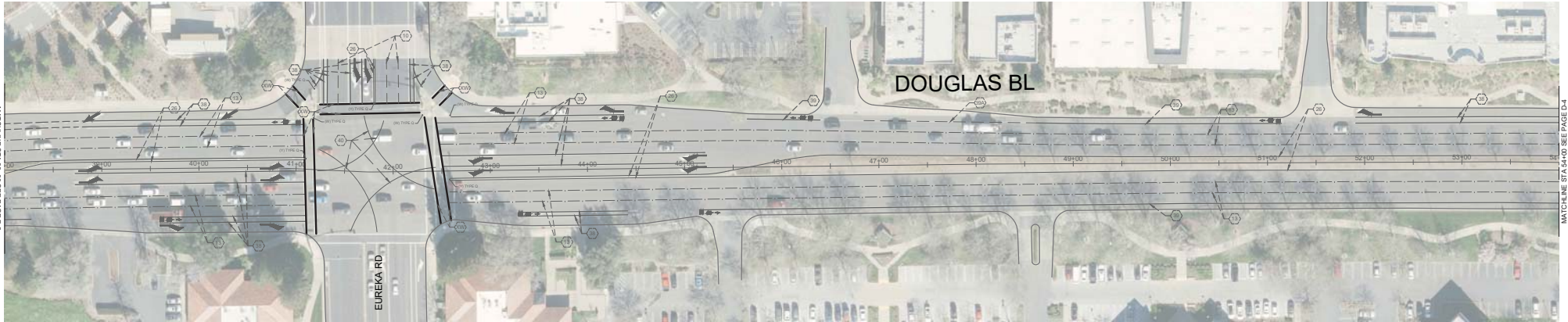
ED-2

52

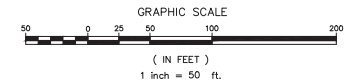
63



LAYOUT DETAIL



STRIPING DETAIL



ED-3

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING

DOUGLAS BL

CALIFORNIA

53

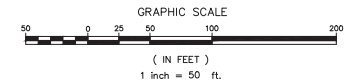
63



LAYOUT DETAIL



STRIPING DETAIL



ED-5

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



2018 ARTERIAL RESURFACING
DOUGLAS BL
CALIFORNIA

55
63

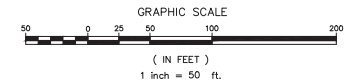
B:\PW-CIP\ CURRENT PROJECTS\2018 RESURFACING\2018 ARTERIAL MICRO PROJECTS\WORKING PLANS\ARTERIAL EAST DOUGLAS BL\ED-5.DWG



LAYOUT DETAIL



STRIPING DETAIL



ED-6

NO.	REVISION	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NOAH S.
DRAWN BY: ROMAN Y.
CHECKED BY: NOAH S.
SCALE: 1"=50'
DATE: 2/28/2019
PROJECT NO: 172501

PRINCIPAL ENGINEER
PLANS APPROVAL DATE



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



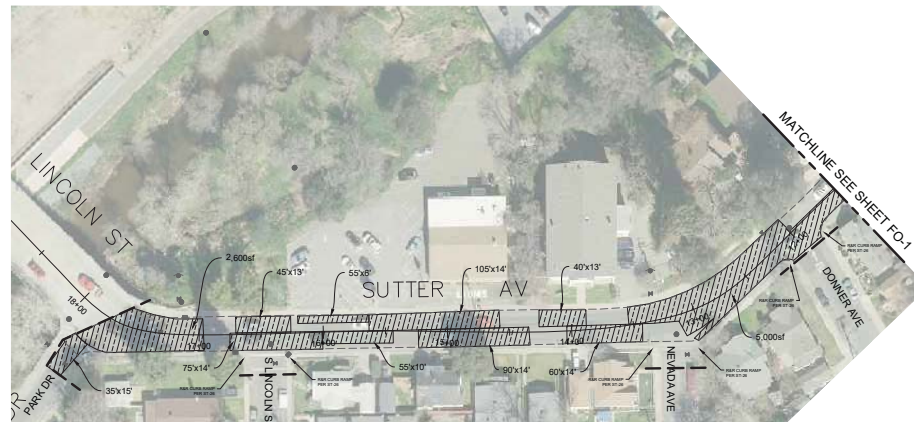
2018 ARTERIAL RESURFACING

DOUGLAS BL

CALIFORNIA

56

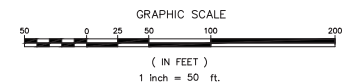
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OVERLAY LIMITS



STRIPING LAYOUT

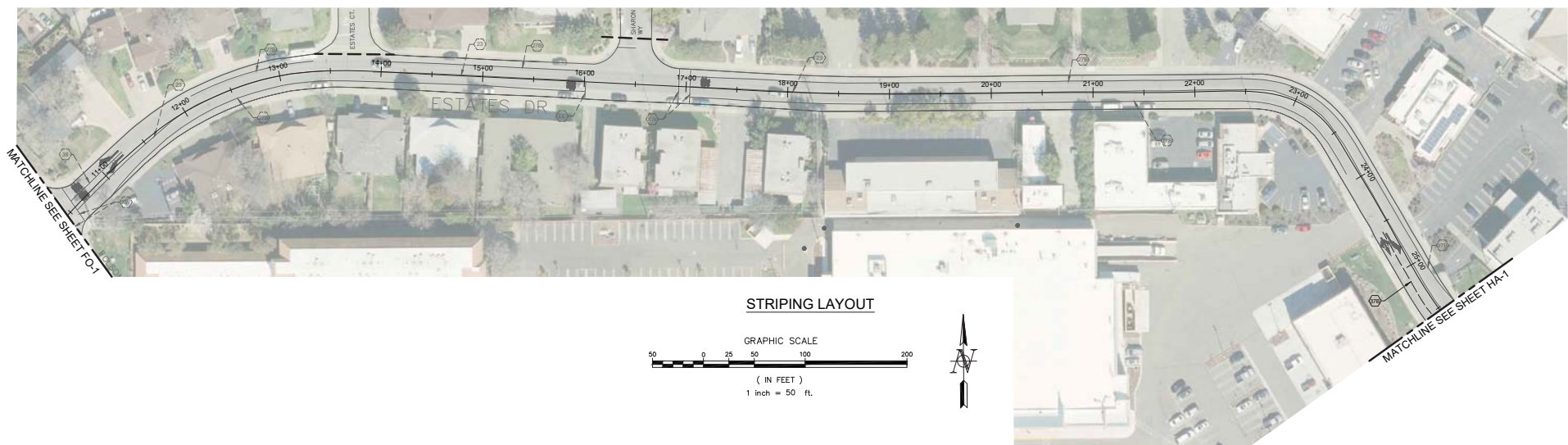


LS-1

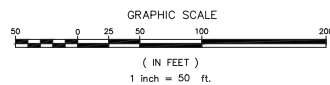
				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE			2018 ARTERIAL RESURFACING		57
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.			DEPARTMENT OF PUBLIC WORKS			LINCOLN ST AND SUTTER AVE		
				DESCRIPTION _____		CHECKED BY: NOAH S.			311 VERNON STREET			CITY OF ROSEVILLE		63
				_____		SCALE: 1"=50'			ROSEVILLE, CA 95678			CALIFORNIA		
				_____		DATE: 11/16/2017			(916) 746-1300					
NO. _____ REVISION _____ BY _____ DATE _____				PROJECT NO: 172501		PRINCIPAL ENGINEER _____								
						PLANS APPROVAL DATE _____								



OVERLAY LIMITS



STRIPING LAYOUT



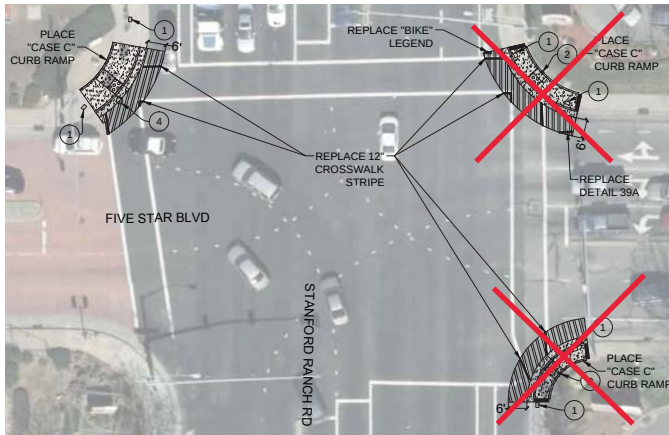
				BENCH MARK		DESIGN BY: NOAH S.			CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS 311 VERNON STREET ROSEVILLE, CA 95678 (916) 746-1300			2018 ARTERIAL RESURFACING		58	
				ELEVATION _____ DATUM _____		DRAWN BY: ROMAN Y.			PRINCIPAL ENGINEER			ESTATES DR		CALIFORNIA	63
				DESCRIPTION _____		CHECKED BY: NOAH S.									
				DATE: 11/16/2017		SCALE: 1:50			PLANS APPROVAL DATE						
NO.	REVISION	BY	DATE	PROJECT NO: 172501											

B:\PW-CIP\1 CURRENT PROJECTS\2018 RESURFACING\2018 ARTERIAL MICRO PROJECT\DWG\WORKING PLANS\ARTERIAL\ESTATES DR.DWG

STANFORD RANCH RD / FIVE STAR BLVD



DEMOLITION LIMIT



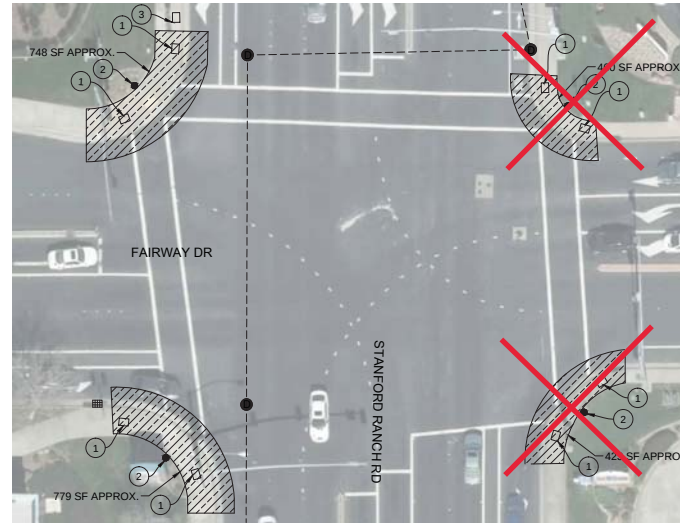
CURB RAMP PLACEMENT

NOTES:

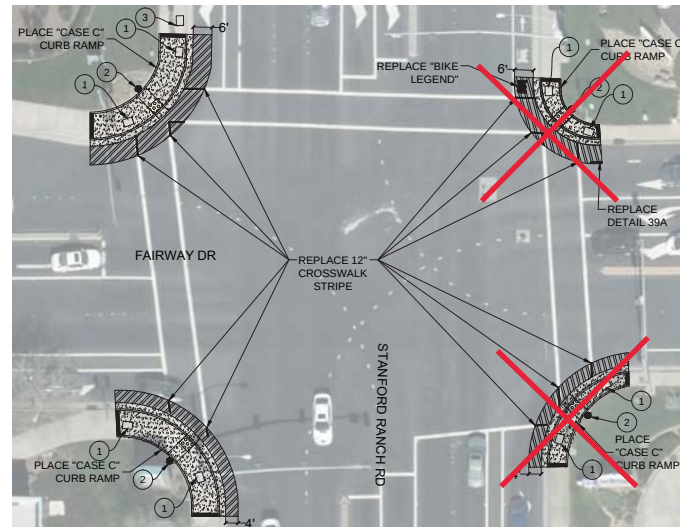
ALL UTILITIES TO BE PROTECTED IN PLACE AND/OR ADJUSTED TO FINAL GRADE AS REQUIRED. NEW FLOWLINE SHALL MAINTAIN EXISTING FLOW AND DIRECTION. CONTRACTOR SHALL VERIFY FLOW DIRECTION PRIOR TO DEMOLITION. PRIOR TO POURING CONCRETE, CONTRACTOR SHALL NOTIFY INSPECTOR AND VERIFY FORMS IN HIS PRESENCE.

1. EXISTING TRAFFIC SIGNAL/STREET LIGHT BOX
2. EXISTING PED. PUSH BUTTON POLE
3. EXISTING INTERCONNECT BOX
4. EXISTING WATER VALVE BOX

STANFORD RANCH RD / FAIRWAY DR



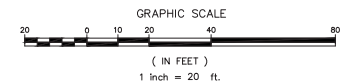
DEMOLITION LIMIT



CURB RAMP PLACEMENT

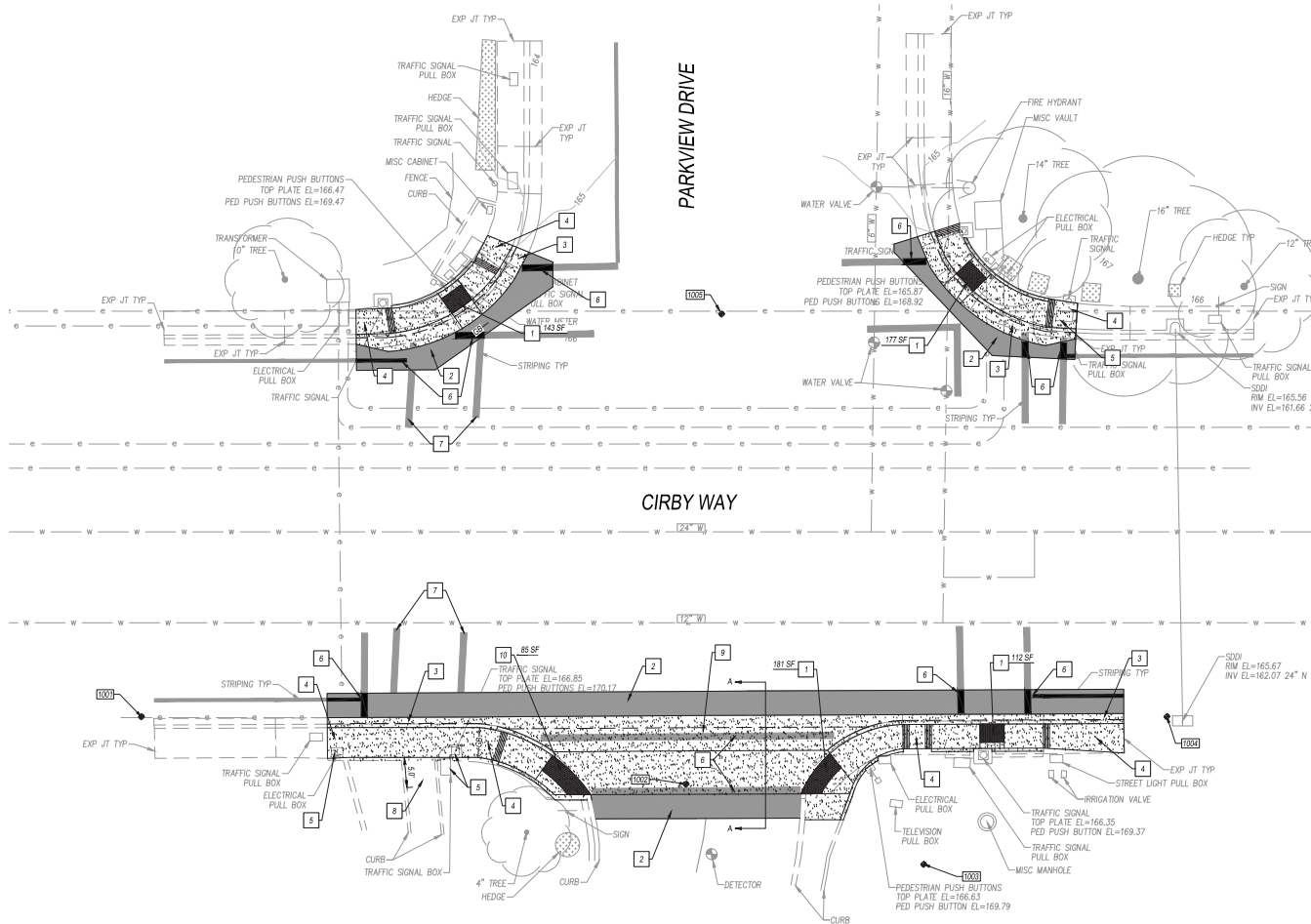
LEGEND:

CONCRETE	
ASPHALT	
DEMOLITION	
DETECTABLE WARNING SURFACE	
WATER MAIN/LATERAL	
STORM DRAIN MAIN/LATERAL	
DRAIN MANHOLE	
DRAINAGE INLET	



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NO.	REVISIONS	BY	DATE																																										
BENCH MARK	DATE																																												
ELEVATION																																													
DESCRIPTION																																													
DESIGN BY: NG	DRAWN BY: BD																																												
CHECKED BY: NG																																													
SCALE: NONE																																													
DATE: JULY 2016																																													
PROJECT NO: 162905																																													

Logo Name: .dgn
Plot Date: May 16, 2017
Plot Time: 10:00 AM
Plot Path: C:\Users\jgarcia\OneDrive\Documents\20170516_1000AM\20170516_1000AM.dgn
Plot Size: 11.00 x 17.00
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CONSTRUCTION NOTES

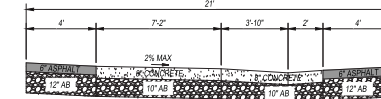
- 1 REMOVE PEDESTRIAN CURB RAMP AND REPLACE WITH TYPE C CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE PER CITY STANDARD DETAILS ST-26 AND ST-27. APPROXIMATE AREA SHOWN FOR ESTIMATING PURPOSES ONLY.
- 2 REMOVE AND REPLACE ASPHALT CONCRETE ROADWAY WITH 6" HMA OVER 12" CLASS 2 BASE. SAWCUT LIMITS AS SHOWN ON PLANS WITH 2' MINIMUM OFFSET FROM CONCRETE GUTTER LIP. SAWCUT TO BE PERFORMED ACCORDING TO CITY OF ROSEVILLE STANDARDS SECTION 71-2C.
- 3 TYPE 2 CURB AND GUTTER PER CITY STANDARD DETAIL ST-17.
- 4 CONCRETE SIDEWALK PER CITY STANDARD DETAIL ST-17.
- 5 ADJUST EXISTING UTILITY TO GRADE - COORDINATE WITH UTILITY PURVEYOR FOR RESETTling. SEE SHEET E-1 FOR PED PUSH BUTTON AND TRAFFIC SIGNAL MODIFICATION DETAILS.
- 6 REPLACE STRIPING AS DIRECTED BY ENGINEER.
- 7 REMOVE CROSSWALK STRIPING AS DIRECTED BY ENGINEER.
- 8 REMOVE EXISTING SIDEWALK TO CREATE 5' SEPARATION FROM BACK OF PROPOSED SIDEWALK.
- 9 REMOVE AND REPLACE 578 SF OF 8" CONCRETE DRIVEWAY PER CITY STANDARD DETAIL ST-22.
- 10 REMOVE PEDESTRIAN CURB RAMP AND REPLACE WITH CALTRANS CASE CM CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE PER CITY STANDARD DETAILS ST-26 AND ST-27. APPROXIMATE AREA SHOWN FOR ESTIMATING PURPOSES ONLY.

NOTE:

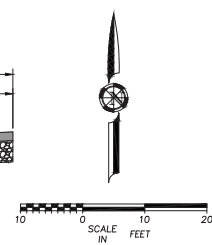
1. SEE GRADING PLAN FOR RAMP CONSTRUCTION DETAILS.
2. SEE SHEET E-1 FOR TRAFFIC SIGNAL MODIFICATION DETAILS.

LEGEND

- (N) SIDEWALK CONCRETE
- (N) ASPHALT CONCRETE
- ELEVATION POINT NUMBER
- HORIZONTAL CONTROL POINT
- C = TOP OF CONCRETE
- FL = FLOW LINE
- LIP = LIP OF GUTTER
- P = TOP OF ASPHALT PAVEMENT
- TBC = TOP BACK OF CURB
- INV = INVERT ELEVATION
- (E) = EXISTING
- (N) = NEW
- GB = GRADE BREAK



SECTION A - A
N.T.S.



REVISIONS		BY	DATE

BENCH MARK	DATE
ELEVATION	
DESCRIPTION	

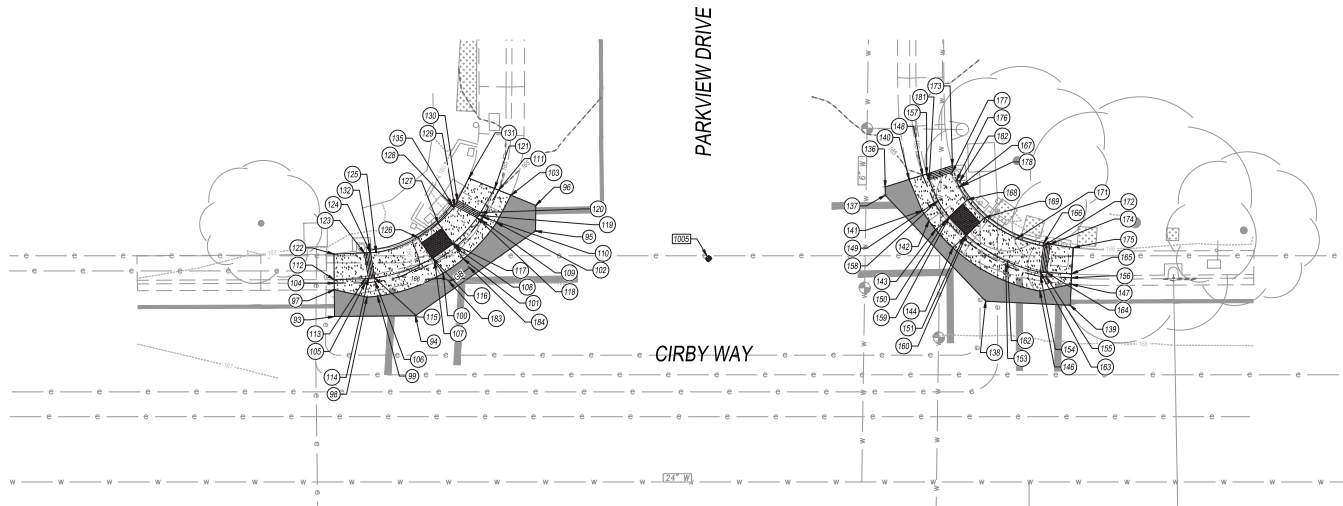
DESIGN BY: SAL	CHECKED BY: MACK
DRAWN BY: SAL/MV	SCALE: AS SHOWN
DATE: 05/10/17	PROJECT NO:



CARTWRIGHT ENGINEERS
4180 Douglas Blvd, Suite 200
Grantee Bay, California 95746
T (916) 978-4021
www.cartwrightengineers.com



2017 RSTP ARTERIAL MICROSURFACING PROJECT
CIRBY WAY AND PARKVIEW DRIVE - SITE PLAN
CITY OF ROSEVILLE CALIFORNIA



LEGEND

- (N) SIDEWALK CONCRETE
- (N) ASPHALT CONCRETE
- ELEVATION POINT NUMBER
- HORIZONTAL CONTROL POINT
- C = TOP OF CONCRETE
- FL = FLOW LINE
- LIP = LIP OF GUTTER
- P = TOP OF ASPHALT PAVEMENT
- TBC = TOP BACK OF CURB
- INV = INVERT ELEVATION
- (E) = EXISTING
- (N) = NEW
- GB = GRADE BREAK

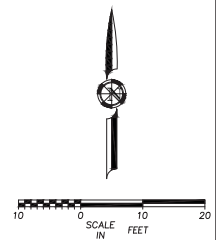
NOTE:

1. THIS SHEET INCLUDES DETAILS THAT MAY NOT CONFORM TO CITY OF ROSEVILLE STANDARD DETAILS OR CALTRANS STANDARD PLANS. ATTENTION IS DIRECTED TO THE ELEVATIONS, NORTHINGS, AND EASTINGS PROVIDED ON THIS SHEET.

ELEVATIONS AT POINTS WHERE THE PROPOSED DESIGN MATCHES EXISTING AT TIE-IN LOCATIONS ARE GIVEN FOR INFORMATION ONLY. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AT THESE POINTS.

PARKVIEW AND CIRBY				
Point #	Elevation	Northing	Easting	Description
93	—	2028394.72	6772146.00	P
94	—	2028394.83	6772159.01	P
95	—	2028408.48	6772178.35	P
96	—	2028412.58	6772178.39	P
97	166.29	2028399.02	6772145.97	LIP
98	166.31	2028397.82	6772151.23	LIP
99	166.21	2028397.98	6772152.92	LIP
100	165.95	2028401.66	6772163.49	LIP
101	165.88	2028403.97	6772166.76	LIP
102	165.42	2028409.82	6772172.08	LIP
103	165.23	2028414.22	6772174.41	LIP
104	166.23	2028400.07	6772145.96	FL
105	166.14	2028400.13	6772150.96	FL
106	166.11	2028400.28	6772152.55	FL
107	165.84	2028403.57	6772162.14	FL
108	165.78	2028405.88	6772165.41	FL
109	165.35	2028410.28	6772169.55	FL
110	165.31	2028410.73	6772169.88	FL
111	165.02	2028415.04	6772172.42	FL
112	166.70	2028400.64	6772145.94	TBC
113	166.53	2028400.79	6772150.94	TBC
114	166.52	2028400.83	6772151.45	TBC
115	166.50	2028400.93	6772152.45	TBC
116	165.85	2028404.11	6772161.76	TBC
117	165.79	2028406.42	6772165.03	TBC
118	165.70	2028410.59	6772168.96	TBC
119	165.69	2028410.98	6772169.25	TBC
120	165.68	2028411.43	6772169.51	TBC
121	165.48	2028415.30	6772171.77	TBC
122	166.77	2028404.75	6772145.90	C
123	166.55	2028404.94	6772150.79	C
124	166.54	2028404.98	6772151.80	C
125	166.47	2028405.02	6772152.70	C
126	165.92	2028407.40	6772159.44	C
127	165.86	2028409.70	6772162.71	C
128	165.77	2028412.27	6772165.20	C
129	165.77	2028412.51	6772165.32	C
130	165.75	2028413.40	6772165.78	C
131	—	—	—	—
132	166.55	2028405.39	6772151.73	TBC
133	—	—	—	—
134	—	—	—	—
135	165.78	2028412.73	6772164.92	TBC
136	—	2028415.56	6772234.66	P
137	—	2028414.22	6772234.66	P
138	—	2028397.17	6772250.83	P
139	—	2028396.52	6772264.43	P
140	165.04	2028416.76	6772238.50	LIP
141	165.22	2028411.74	6772240.58	LIP
142	165.27	2028410.10	6772241.67	LIP
143	165.31	2028408.66	6772242.78	LIP
144	165.36	2028405.76	6772245.53	LIP
145	—	—	—	—
146	165.51	2028398.79	6772259.55	LIP
147	165.30	2028399.91	6772264.60	LIP

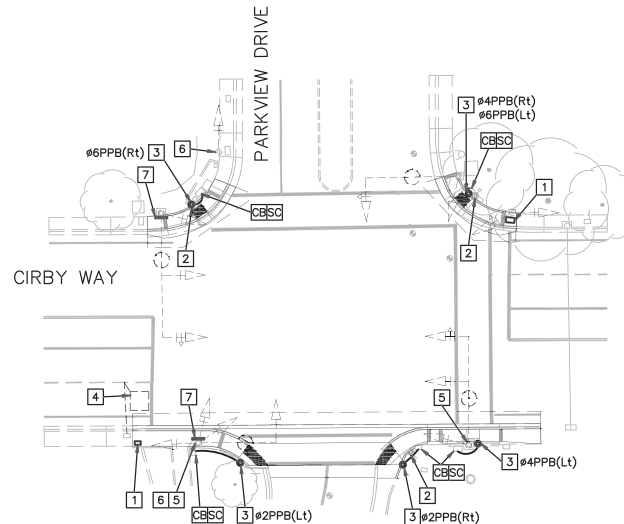
PARKVIEW AND CIRBY				
Point #	Elevation	Northing	Easting	Description
148	165.00	2028417.44	6772240.68	FL
149	165.12	2028412.97	6772242.57	FL
150	165.21	2028410.27	6772244.48	FL
151	165.26	2028407.37	6772247.23	FL
152	—	—	—	—
153	165.38	2028402.92	6772254.05	FL
154	165.30	2028401.14	6772259.66	FL
155	165.29	2028401.10	6772260.55	FL
156	165.24	2028400.94	6772264.64	FL
157	165.44	2028417.64	6772241.32	TBC
158	165.31	2028413.32	6772243.13	TBC
159	165.22	2028410.73	6772244.97	TBC
160	165.27	2028407.83	6772247.72	TBC
161	—	—	—	—
162	165.57	2028403.54	6772254.31	TBC
163	165.78	2028401.83	6772259.62	TBC
164	165.79	2028401.77	6772260.63	TBC
165	165.70	2028401.58	6772264.65	TBC
166	165.83	2028406.57	6772260.20	C
167	165.38	2028415.51	6772246.60	C
168	165.28	2028413.53	6772247.91	C
169	165.33	2028410.60	6772250.64	C
170	—	—	—	—
171	165.62	2028407.32	6772255.90	C
172	165.83	2028406.07	6772260.14	C
173	165.52	2028418.99	6772245.47	C
174	165.85	2028406.36	6772261.18	C
175	165.95	2028405.80	6772264.92	C
176	165.43	2028416.60	6772246.11	C
177	165.50	2028417.94	6772245.46	C
178	165.53	2028415.74	6772247.04	TBC
179	—	—	—	—
180	—	—	—	—
181	165.43	2028416.72	6772241.71	TBC
182	165.44	2028416.56	6772246.68	TBC
183	166.01	2028400.30	6772164.46	P
184	165.93	2028402.60	6772167.72	P
1001	166.75	2028337.58	6772110.54	PK
1002	166.07	2028326.44	6772200.36	PK
1003	167.13	2028313.23	6772239.54	SPRKE
1004	165.27	2028337.59	6772279.64	PK
1005	165.74	2028404.02	6772206.23	PK



L&P Name: JDC Proj Date: May 16, 2017 Proj Title: 2017 RSTP Arterial Microsurfacing Project City of Roseville, California		BENCH MARK ELEVATION: _____ DATUM: _____ DESCRIPTION: _____		DESIGN BY: SAL DRAWN BY: SAL/MV CHECKED BY: NM/CC SCALE: AS SHOWN DATE: 05/16/17 PROJECT NO: _____				CARTWRIGHT ENGINEERS 4180 Douglas Blvd, Suite 200 Granite Bay, California 95746 T (916) 978-4001 www.cartwrightengineers.com				2017 RSTP ARTERIAL MICROSURFACING PROJECT CIRBY WAY AND PARKVIEW DRIVE - NORTH GRADING PLAN CITY OF ROSEVILLE CALIFORNIA		62 OF 63
NO. _____ REVISIONS _____ BY _____ DATE _____														

1. ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, CALTRANS STANDARD SPECIFICATIONS AND PLANS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS DATED 2006 (ENGLISH UNITS), AND THE 2014 EDITION OF THE CA MUTCD.
2. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE NEGLIGENCE OF ENGINEER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES.
4. THESE PLANS ARE HEREBY MADE PART OF THE CONTRACT SPECIFICATIONS FOR THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES. WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT U.S.A. AND HAVE UTILITIES MARKED AT LEAST 72 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE NEAR PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES BY POT HOLING PRIOR TO EXCAVATING.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES BEYOND THE INFORMATION PROVIDED BY U.S.A. MARKING INCLUDE, BUT NOT LIMITED TO, METAL DETECTORS, WIRE LOCATIONS (OR WIRE LOCATING EQUIPMENT), AND POT HOLING.
7. LOCATIONS OF SIGNAL STANDARDS, CONTROLLERS, SERVICE PEDESTALS, CONDUITS, PULL BOXES AND LOOP DETECTORS AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE THESE ITEMS AND THE ENGINEER SHALL APPROVE SAID LOCATIONS PRIOR TO EXCAVATION.
8. IN CASE OF BORING, CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF REPAIRING AND REPLACING ALL TRAFFIC SIGNAL CONDUIT, CONDUCTORS, TRAFFIC LOOPS, OR APPURTENANCES DAMAGED AS A RESULT OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON DRAWINGS OR MARKED BY USA.
10. CONTRACTOR SHALL MAKE AN ON-SITE INSPECTION PRIOR TO BIDDING ON THIS PROJECT TO DETERMINE ANY AND ALL ITEMS NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL EQUIPMENT AND MATERIALS NECESSARY TO MAKE THE SYSTEM COMPLETE, STABLE, COMPLIANT, AND OPERABLE.
11. SIGNAL SHALL REMAIN OPERATIONAL FROM 7:00 AM TO 9:00 PM.
12. ALL EXISTING SIGNAL POLES AND CABINETS SHALL REMAIN IN PLACE, UNLESS LABELED ON PLANS FOR REMOVAL. CONTRACTOR NEW CURB RAMP AROUND EXISTING SIGNAL POLES.
13. UNUSED EXISTING PPB WIRE SHALL BE PULLED OUT TO THE NEAREST PULL BOX AND CAPPED.
14. ALL PEDESTRIAN PUSH BUTTONS SHALL BE APS.

- 1 ADJUST EXISTING PULL BOX TO GRADE. LOWER CONDUITS, IF NECESSARY.
- 2 REMOVE AND SALVAGE EXISTING PUSH BUTTON ASSEMBLY.
- 3 FURNISH AND INSTALL PUSH BUTTON ASSEMBLY WITH APS PUSH BUTTON(S) PER CITY DESIGN STANDARDS.
- 4 DETECTOR LOOP IS NEAR SAWCUT LINE. SPLICE CONDUCTORS AND REPLACE LOOP, IF NECESSARY.
- 5 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON(S) AND PLUG HOLES IN POLE.
- 6 REMOVE AND SALVAGE EXISTING PEDESTRIAN SIGNAL HEAD FOR REMOVED CROSSWALK THAT CROSSED CIRBY WAY AND PLUG HOLES IN POLE, AS NECESSARY.
- 7 FURNISH AND INSTALL R9-3 AND R9-36P SIGNS ON SIGNAL POLE.

[illegible]

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: DCP
DRAWN BY: DCP
CHECKED BY: DCP
SCALE: 1"=20'
DATE: MAY 17, 2017
PROJECT NO: 144



dp engineering
transportation design inc.
P.O. BOX 2392
SHINGLE SPRINGS, CA 95682
(530) 672-2546
email: dpengineering@att.net
website: www.dp-eng.com



**KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.**

CONTRACTOR SHALL CALL
UNDERGROUND SERVICE ALERT
AT 811 THREE WORKING DAYS
PRIOR TO EXCAVATION



2017 RSTP ARTERIAL MICROSURFACING PROJECT
CIRBY WAY AND PARKVIEW DRIVE
TRAFFIC SIGNAL MODIFICATION PLAN
CITY OF ROSEVILLE CALIFORNIA



COUNCIL COMMUNICATION

CC #: 0164

File #: 0900-04 & 0201-01

Title: Hillcrest Drainage Improvement Project - Award of Contract and Budget Adjustment
Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council award the Hillcrest Drainage Improvement Project to the lowest responsive bidder, McGuire and Hester, in the amount of \$3,557,606.00, adopt a resolution authorizing the City Manager to execute the agreement with authorization for staff to approve change orders up to 10% (\$355,760.00) as a construction contingency, and adopt an ordinance for a budget adjustment in the amount of \$500,000.00 from the Roadway Fund and \$2,500,000.00 from the Highway Users Tax (HUT) Fund.

BACKGROUND

The project will upsize the storm drain pipeline throughout the Hillcrest neighborhood as well as construct storm drain inlets, install curb ramps and replace damaged sections of the curb and gutter.

Additionally, the project will construct a diversion storm drain pipeline within the Crestmont neighborhood on Piedmont Way, from Sheridan Ave to S. Cirby Way, to reduce the street flooding in the area.

The project was unsuccessfully advertised two times prior to this advertisement. The first advertisement did not yield any bids, and the subsequent advertisement (March 6, 2018 bid opening) yielded bids two to three times higher than the funds available for the project.

At its February 20, 2019 meeting, the City Council approved staff recommendations for the rejection of bids and an amendment to the Professional Design Service Agreement with Wood Rodgers Inc. The amendment was necessary to incorporate value engineering cost-saving design modifications, and to repackage the plans and specifications for re-advertisement. The updated project bid package also identified less critical drainage improvements and various concrete repairs as alternate bid items that will be included in the project as the budget allows. Additionally, the planned improvements within the Crestmont neighborhood were included as an alternate bid item to be awarded based upon the available budget.

On April 3, 2019, the City Council approved the plans and specifications for the revised project and authorized staff to call for bids. Two bids were received. Both were within the engineer's estimate and allowed for the inclusion of two of the alternate bid items. The selected alternate

items include the addition of the various concrete repairs required in advance of future pavement rehabilitation and resurfacing, and the diversion pipeline in the Crestmont neighborhood. These items were selected based upon their necessity and the overall benefit. Staff will also monitor the project budget during construction and look for opportunities to construct improvements included in the other alternate bid items as the budget allows. The engineer's estimate and bids, including selected alternate bid items, are as follows:

	Base Bid + Alternate Bid Items Results
Engineer's Estimate	\$4,000,000.00
McGuire and Hester	\$3,557,606.00
Mountain Cascade, Inc.	\$3,933,764.00

PUBLIC COMMUNICATION: This past fall, an informational flier was mailed to the residents within the project area which explained the project's scope and status. The residents were also invited to a public meeting to discuss the project status and to understand the challenges encountered with awarding the project as designed. Staff discussed the available budget and modifications required to allow the project to be constructed. Approximately 10 residents attended the meeting to discuss the project, all showing support and appreciation for the project. The meeting was also attended by a few residents wanting to discuss the condition of the pavement within the neighborhood. These questions were addressed by staff from the Street Maintenance Division who were in attendance at the meeting.

Prior to construction, staff will send an informational flier to all residents within the project area informing them of the project, detailing what to expect, and providing the anticipated construction schedule. Additionally, staff will be working with the Public Works Marketing & Communications Analyst to disseminate the latest project information through the City's website and other communication channels including, but not limited to, e-mails, text message notifications, and social media.

FISCAL IMPACT

This project is funded by \$557,606.00 in Gas Tax funds previously authorized by the Council for this project, and a new budget adjustment request for an additional \$500,000.00 from the Roadway Fund and \$2,500,000.00 from the Highway Users Tax (HUT) Fund. The newly requested budget adjustment in the total amount of \$3,000,000.00 will cover the remaining portion of the construction costs and construction contingency. No General Fund resources are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 38.7 jobs

ENVIRONMENTAL REVIEW

The proposed project in the Hillcrest neighborhood involves the minor alteration of an existing

facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

The proposed project in the Crestmont neighborhood involves the construction of a limited number of small facilities. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Noah Siviglia, Associate Engineer

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Location Map

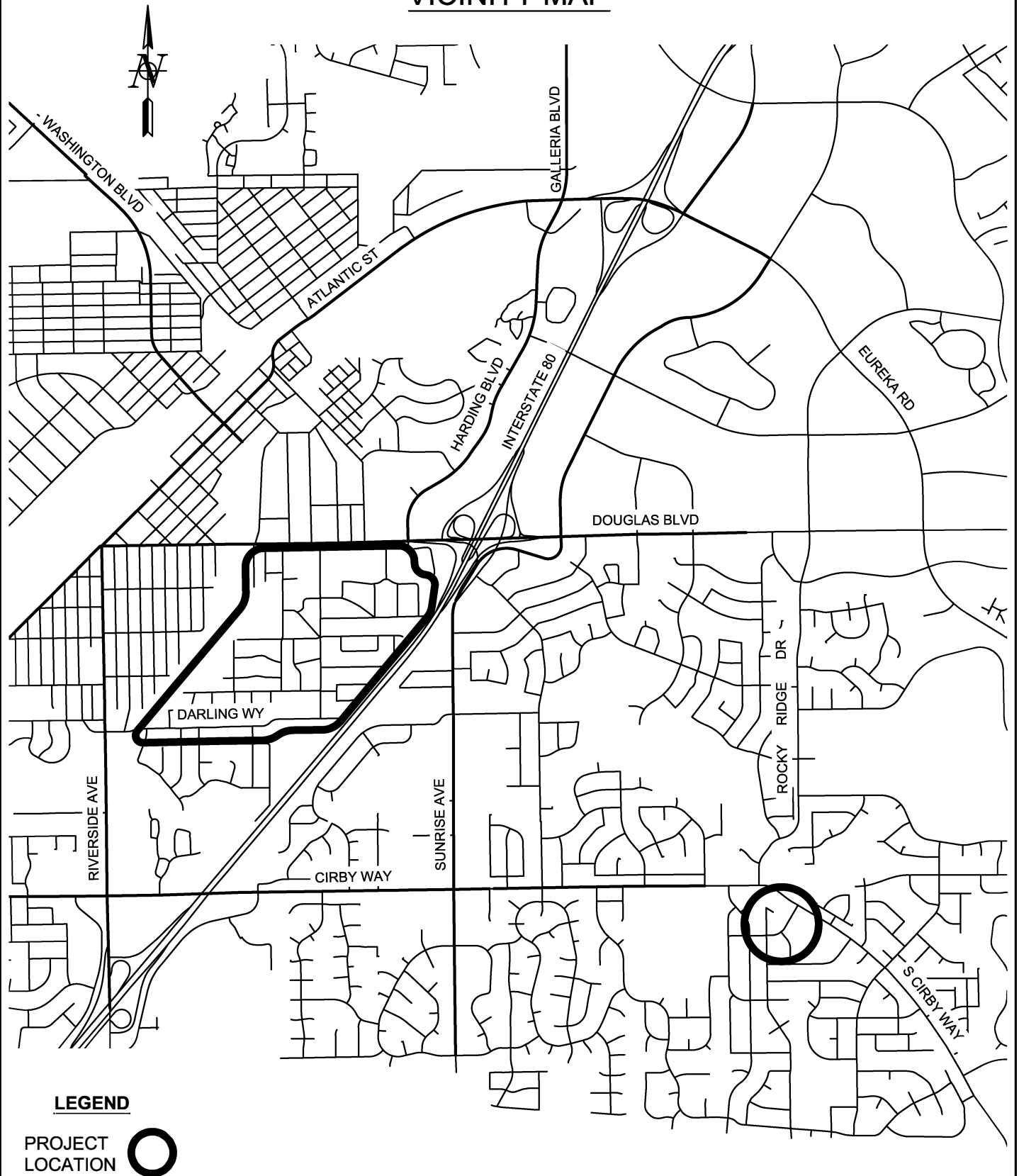
Resolution No. 19-313

Construction Agreement

Ordinance No. 6121

Budget Adjustment

"EXHIBIT A"
HILLCREST DRAINAGE IMPROVEMENT PROJECT
VICINITY MAP



RESOLUTION NO. 19-313

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
MCGUIRE AND HESTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Hillcrest Drainage Improvement Project, by and
between the City of Roseville and the McGuire and Hester, 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 Acting Public Works Director or his designee is
authorized to approve change orders for the project, consistent with the contract terms, provided
that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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
McGuire and Hester, a Corporation,
 (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 3rd day of
April, 2019, approved plans and specifications for the Hillcrest Drainage
Improvement Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 30th day of April, 2019; 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 10th day of July, 2019, 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 Hillcrest Drainage Improvement
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 Five Hundred and Fifty-Seven Thousand Six Hundred and Six dollars (\$ 3,557,606.00) 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 \$ 4,200.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 115 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Public Works - Engineering
311 Vernon Street
Roseville, CA 95678
(916) 746-1300

CONTRACTOR

McGuire and Hester
2810 Harbor Bay Parkway
Alameda, CA 94502
510-632-7676

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

McGuire and Hester _____, a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Kimberly S. Carone
its: Kimberly S. Carone, Corporate Secretary and Counsel

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: JASON SHYKOWSKI

Title: Acting Public Works Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

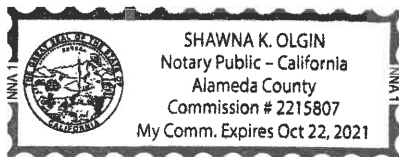
On 06/07/2019 before me, Shawna Kay Olgin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kimberly S. Carone
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kimberly S. Carone

☒ Corporate Officer — Title(s): Corporate Secretary and Counsel

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: McGuire and Hester

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ORDINANCE NO. 6121

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Hillcrest Drainage Improvement project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$3,000,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Noah Siviglia, Associate Engineer

DEPARTMENT/DIVISION: Public Works / Engineering

FISCAL YEAR: FY2019-20

COUNCIL DATE (if applicable): 7/10/19 ORDINANCE NUMBER: _____

ACCOUNT STRING				BUDGET (\$)	ACCOUNT NAME & DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3201	6587	84001	400018	500,000	Roadway Fund portion of project
2305	6587	84001	400018	2,500,000	HUT portion of project
				-	
				-	
SUBTOTAL				3,000,000	
3201				(500,000)	Roadway Fund - <i>reduce available resources</i>
2305				(2,500,000)	Highway Users Tax (HUT) - <i>reduce available resources</i>
				-	
				-	
				-	
SUBTOTAL				(3,000,000)	
				-	
				-	
				-	
SUBTOTAL				-	

Justification for Budget Adjustment:

This budget adjustment will increase Hillcrest Drainage Improvement Project budget by \$3,000,000 for construction of approximately 1 mile of storm drain main-line pipe and associated tributary drainage improvements. The funding for this project is comprised of \$500,000 from Roadway Fund and \$2,500,000 from Highway Users Tax Fund.

Noah Siviglia		6/13/2019				6.18.19	
PREPARED BY (PRINTED NAME)		DATE		PREPARED BY SIGNATURE		DATE	
		6-18-19		PS 		6/18/19	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE		DATE	
		6-18-19					
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE		DATE	
BUDGET DEPARTMENT USE ONLY:							
POSTED BY				DATE			



COUNCIL COMMUNICATION

CC #: 0161
File #: 0203-03

Title: Ferric Chloride (BACC Bid No. 06-2019) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a service agreement with Thatcher Company of California, Inc. for the supply and delivery of ferric chloride for the Environmental Utilities Department's Dry Creek Wastewater Treatment Plant, and authorize the City Manager to execute it on behalf of the City.

The bid allowed for three optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department's Dry Creek Wastewater Treatment Plant has an ongoing requirement for ferric chloride which is used to treat digesting sludge to reduce the amount of hydrogen sulfide gas produced during the digestion process. This chemical will be purchased as needed throughout the year.

In March 2019, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The estimated annual cost is \$54,500.00. Funding is included in the Environmental Utilities Department's FY2019-20 budget. Projected spending for the optional renewal years is as follows: FY2020-21, \$55,000.00; FY2021-22, \$55,000.00; FY2022-23, \$55,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-311

Service Agreement

RESOLUTION NO. 19-311

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
THATCHER COMPANY OF CALIFORNIA, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S2003005) for ferric chloride, between the City of Roseville and Thatcher Company of California, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and the City Manager or his designee 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 three (3) 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2003005**

SERVICE LOCATION: DCWWTP
1800 BOOTH ROAD
ROSEVILLE, CA 95747

REQ. NO.: BACC 06-2019 DATE: 5/13/19

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V26755
Telephone No.: (916) 389-2517 Fax:
Email address: craig.thatcher@tchem.com
wendy.richmond@tchem.com
Contractor: THATCHER COMPANY OF CALIFORNIA, INC.
ATTN: CRAIG THATCHER
P.O. BOX 27407
SALT LAKE CITY, UT 84127-0407

Department: EU – DCWWTP

Acct. Code: 08422-5015

Buyer: BABETTE OWENS

Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/19	NET 30	6/30/20	Approved by Risk Mgt.	JASON FICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

Provide ferric chloride delivered to the Dry Creek Wastewater Treatment Plant on an as needed basis at a cost of \$760.00 per dry ton in accordance with all specifications, terms and conditions, and attachments of BACC Bid No. 06-2019. Deliveries to be made Monday - Friday between the hours of 7am - 3pm.

Please contact Jason Fick at 916-746-1940 for questions regarding this contract.

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ 54,500.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: 00834095 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 0146

File #: 0704

Title: Adult Sports Officiating Services - Service Agreements
Contact: Chris Pelzman 916-774-5977 cpelzman@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council adopt three resolutions approving service agreements for sports officiating services with Sunrise Officials Association and Hawkins Officiating Services (2), and authorize the City Manager to execute the agreements. Staff also requests authorization for the City Manager to execute three (3) additional one (1) year extensions 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

In May 2019, a request for proposal (RFP) was issued for adult softball, basketball, volleyball and flag football services as part of the adult sports programs offered in the Parks, Recreation & Libraries Department. The City received two proposals and both vendors have met the minimum qualifications set forth in the RFP. The qualifying proposals were carefully reviewed by the proposal review committee. The Sunrise Officials Association proposed services for adult softball only and did not bid on volleyball, basketball or flag football. Hawkins Officiating Services proposed to provide officiating services for basketball, volleyball and flag football only. Both vendors have a good understanding of what is expected by the City based on their RFP responses and services provided in the past.

FISCAL IMPACT

The total cost of the service agreement for Sunrise Officials Association shall not exceed \$110,000.00 over the initial two-year term. The total cost of the two service agreements for Hawkins Officiating Services shall not exceed \$170,000.00 over the initial two-year term. The average annual cost of the Sunrise Officials Association service agreement is approximately \$55,000.00 and the average annual cost of the Hawkins Officiating Services service agreements is approximately \$85,000.00. The total cost for the anticipated five-year term is \$275,000.00 for Sunrise Officials Association and \$425,000.00 for Hawkins Officiating Services. The funds for FY2019-20 fiscal year are included in the Parks, Recreation & Libraries annual budget. The funds for each subsequent year's service agreements will be requested in the

Parks, Recreation & Libraries annual operating budgets. Fees collected from participating teams and players result in a net zero impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The adult flag football, volleyball, basketball and softball programs create work opportunities for officials within the region.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Approval of service agreements for adult sports officiating do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Chris Pelzman, Recreation Coordinator

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-297

Hawkins Officiating Service S2004206

Resolution No. 19-298

Hawkins Officiating Service S2004207

Resolution No. 19-299

Sunrise Officials Association S2004208

RESOLUTION NO. 19-297

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (No. S2004206) for officiating services for volleyball and flag football, between the City of Roseville and Hawkins Officiating Service, 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 is authorized to execute three (3) additional one (1) year extensions 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2004206**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1903014 DATE: 5/21/19

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V23671
Telephone No.: 916-952-1882 Fax:
Email address: steveref2000@comcast.net
Contractor: HAWKINS OFFICIATING SERVICE
ATTN: STEVE HARANK
237 SPENCER STREET
FOLSOM, CA 95630

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08511-5100/685038-20

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/21	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #13-072 ADULT SPORTS OFFICIATING AND CONTRACTOR'S PROPOSAL THERETO TITLED ADULT SPORTS OFFICIATING SERVICE DATED 5/17/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL # 13-072 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE. OFFICIATING FEES ARE AS FOLLOWS: VOLLEYBALL-\$27.00 PER GAME 2019 (1 REFEREE), \$32.00 PER GAME 2020 (1 REFEREE) AND FLAG FOOTBALL-\$81.00 PER GAME 2019 (3 REFEREES AT \$27.00 PER REFEREE PER GAME), \$96.00 PER GAME 2020 (3 REFEREES AT \$32.00 PER REFEREE PER GAME).

Please contact Chris Pelzman at 916-774-5977 for questions regarding this contract.

**The total cost listed below is an approximate only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **90,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:

SIGNATURE

ANDREA D. BARBER

PRINT NAME

PARTNER

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service 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.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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 Requirements if required by Agreement (and marked below):

Construction	Design Professional	Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
IT Services	Professional Consultant	Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
Special Events/Caterers-Vendors	Professional Counseling/Psychological	Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

RESOLUTION NO. 19-298

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (No. S2004207) for officiating services for basketball, between the City of Roseville and Hawkins Officiating Service, 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 is authorized to execute three (3) additional one (1) year extensions 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2004207**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1903017 DATE: 5/21/19

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V23671
Telephone No.: 916-952-1882 Fax:
Email address: steveref2000@comcast.net
Contractor: HAWKINS OFFICIATING SERVICE
ATTN: STEVE HARANK
237 SPENCER STREET
FOLSOM, CA 95630

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08511-5100/685038-20

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/21	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #13-072 ADULT SPORTS OFFICIATING AND CONTRACTOR'S PROPOSAL THERETO TITLED ADULT SPORTS OFFICIATING SERVICE DATED 5/17/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL # 13-072 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE. OFFICIATING FEES ARE AS FOLLOWS: BASKETBALL-\$54.00 PER GAME 2019 (2 REFEREES AT \$27.00 PER REFEREE PER GAME), \$64.00 PER GAME 2020 (2 REFEREES AT \$32.00 PER REFEREE PER GAME).

Please contact Chris Pelzman at 916-774-5977 for questions regarding this contract.

**The total cost listed below is an approximate only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **80,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: Andrea D. Barber ANDREA D. BARBER PARTNER
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service 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.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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 Requirements if required by Agreement (and marked below):

Construction	Design Professional	Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
IT Services	Professional Consultant	Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
Special Events/Caterers-Vendors	Professional Counseling/Psychological	Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

RESOLUTION NO. 19-299

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND SUNRISE OFFICIAL ASSOCIATION, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (No. S2004208) for officiating services for softball, between the City of Roseville and Sunrise Official Association, 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 is authorized to execute three (3) additional one (1) year extensions 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2004208**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1903018 DATE: 5/21/19

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V04696
Telephone No.: 916-772-4475 Fax:
Email address: dmaudsley@surewest.net
Contractor: SUNRISE OFFICIALS ASSOCIATION
ATTN: DAVE MAUDSLEY
6455 HILLSPIRE COURT
CITRUS HEIGHTS, CA 95621

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08511-5100/685034-20

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/21	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #13-072 ADULT SPORTS OFFICIATING AND CONTRACTOR'S PROPOSAL THERETO TITLED ADULT SPORTS OFFICIATING DATED 5/10/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL # 13-072 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE. OFFICIATING FEES ARE AS FOLLOWS: SOFTBALL \$32.00 PER REGULAR GAME, \$34.00 PER PLAYOFF GAME (1) UMPIRE PER GAME.

NOTE: This contract acknowledges the official provided by the Sunrise Officials Association are independent contractors and therefore, the City of Roseville is not responsible for Worker's Compensation or related claims.

Please contact Chris Pelzman at 916-774-5977 for questions regarding this contract.

**The total cost listed below is an approximate only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: **\$110,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

CHRISTOPHER JOHN ORNELAS

PRINT NAME

PRESIDENT

TITLE

CONTRACTOR:

SIGNATURE

DAVE ERIC MAUDSLEY

PRINT NAME

LIC/ASSIGNOR

TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service 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.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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 Requirements if required by Agreement (and marked below):

Construction	Design Professional	Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
IT Services	Professional Consultant	Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
Special Events/Caterers-Vendors	Professional Counseling/Psychological	Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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



COUNCIL COMMUNICATION

CC #: 0153
File #: 0203-07

Title: Faulted Circuit Indicators - (RFQ 10-3219) - Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff requests City Council adopt a resolution to authorize a purchase order to General Pacific, Inc. for the purchase of faulted circuit indicators on an as-needed basis as well as authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Electric Department has a recurring requirement for faulted circuit indicators. Faulted circuit indicators provide visual indication when a short circuit occurs in the electrical distribution system. The indicators decrease troubleshooting time and allow for faster restoration of outages.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Grand Total</u>
General Pacific Fairview, OR	\$166.19

Anixter Benicia, CA	\$172.67
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FISCAL IMPACT

The estimated annual cost is \$70,000.00. Funding is included in the Electric Department's FY2019-20 budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2020-21, \$70,000.00; FY2021-22, \$75,000.00; FY2022-23, \$75,000.00; FY2023-24, \$80,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

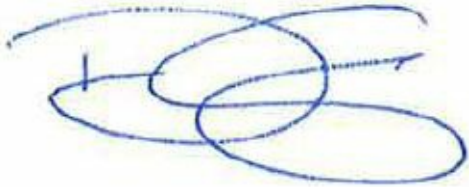
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of faulted circuit indicators meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-305

RESOLUTION NO. 19-305

APPROVING A PURCHASE ORDER FOR
FAULTED CIRCUIT INDICATORS

WHEREAS, a purchase order for faulted circuit indicators, between the City of Roseville and General Pacific, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0163

File #: 0203-01 & 0600-02

Title: Vehicle Purchases and Out of State Travel Request
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a purchase order to Boise Mobile Equipment, Inc. dba BME for three Type III Brush Engines and adopt a resolution authorizing the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price.

Staff also recommends the City Council approve out of state travel for up to three Fleet Services or Fire Department staff members to attend one final factory inspection of the Type III Brush Engines being built by BME in Boise, Idaho. The estimated schedule for a final factory inspection is June 2020.

BACKGROUND

The Fire Department is purchasing three Type III Brush Engines as replacements for 04-435, 04-436, and 04-437. These vehicles are front line wildland Engines used for brush and wildland fire fighting. The City has significant wildland target hazards that require agile, off-road capable, water delivery systems. These units are utilized extensively throughout the summer fire season in Roseville as well as to respond statewide as part of the California Master Mutual Aid Agreement with full reimbursement.

During the production of fire apparatus, it is common to encounter unanticipated or changed conditions which necessitate additions or other modifications to the vehicle and the contract. Due to the complexity of this build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price.

Also due to their complexity and the large financial investment when purchasing fire apparatus, it is common practice for City representatives to attend factory inspections when new fire apparatus are being built. The City representatives include staff from Fleet Services and the Fire Department. The inspection trips are scheduled at times mutually agreed upon between the manufacturer's representative and the City representatives. In this case the final factory inspection is estimated to occur in June 2020. Costs related to travel including air fare, lodging, and meals are covered by BME as part of the original purchase price. Fleet Services and the Fire

Department will send appropriate City representatives to fulfill the obligations for contract and milestone approvals as outlined in the purchase contract.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance, 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
04-435	30	Meets City replacement criteria
04-436	31	Meets City replacement criteria
04-437	31	Meets City replacement criteria

FISCAL IMPACT

The total cost of three Type III Brush Engines, including options and sales tax, is \$969,347.13. Funding is included in the approved FY2019-20 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-316

RESOLUTION NO. 19-316

APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE
AND BOISE MOBILE EQUIPMENT, INC. DBA BME, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a purchase order with Boise Mobile Equipment, Inc. dba BME, for three
Type III Brush Engines, 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

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 two percent (2%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0159
File #: 0800-02

Title: Environmental Utilities Department Organizational Services – Service Agreement Amendment
Contact: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve Amendment No. 1 to Service Agreement with Municipal Resources Group, LLC and authorize the City Manager to execute it.

BACKGROUND

On April 12, 2018, the City of Roseville executed a service agreement with Municipal Resource Group (MRG) to analyze, compare and research best practices and alternatives for redesign of management classifications. The proposed amendment provides additional funding for services and to slightly expand the functions in which Environmental Utilities utilize the expertise of the MRG as outlined in the proposed item six of the Scope of Services, as detailed below.

Scope of Services

1. Assist the Environmental Utilities Department leadership team with implementation of the draft master plan. This may include development of an action plan with steps and a timeline, classification analysis updates, review of available salary survey, review of rules, and collecting comparable data.
2. Address challenges included in the draft plan including structural, rule and policy challenges with a plan to rotate division managers given diversity between and among Engineering (Civil and Mechanical), Water and Waste Water certification, Finance and GIS.
3. Identify alternatives within the merit system to “upgrades” or replacement of classifications of positions with a clear process to prevent issues where incumbents are in positions being eliminated, incumbents are impacted, and create a process for promotions.
4. Address interest in rotation program for engineers.
5. Review market comparability.
6. Provide the Environmental Utilities Director and their leadership team with support on areas such as organizational optimization, salary and classification analyses, market comparisons and other management support available within MRG's service portfolio and areas of expertise.

FISCAL IMPACT

The cost for the additional professional services provided under this proposed amendment is \$60,000.00, increasing the professional services agreement total not-to-exceed amount to \$80,000.00. Funding for this service is included in the Environmental Utilities Department FY2019-20 budget and is shared between the Water Utility, Wastewater Utility, and Solid Waste Utility. This funding comes from utility services revenue from the three respective utilities.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The MRG amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jennifer Sbaffi, Acting Administrative Analyst

Richard D. Plecker, P.E., Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-320

First Amendment

RESOLUTION NO. 19-320

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND MUNICIPAL RESOURCES GROUP, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1809360), for analyzing, comparing and researching best practices and alternatives for redesign of management classifications, between the City of Roseville and Municipal Resources Group, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 1 to Service Agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

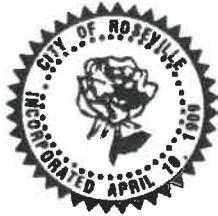
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1809360
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V38791

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor License No.:
Business License No.: 834585

Telephone No.: 916-261-7547

Fax:

Department: ENVIRONMENTAL UTILITIES

Email address: egan@solutions-mrg.com
Contractor: MUNICIPAL RESOURCE GROUP, LLC
ATTN: MARY EGAN
P.O. BOX 561
WILTON, CA 95693

Acct. Code: 08400-5101

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Service Agreement Number S1809360 ("Agreement"), which was executed on, 4/12/18, is hereby modified as follows:

Select all provisions that apply:

- ☒ The Total Cost of Service payable under this Agreement is modified from \$20,000.00 to \$80,000.00. The purpose of this modification is to REQUEST ADDITIONAL SERVICES ANALYZING, COMPARING AND RESEARCHING BEST PRACTICES AND ALTERNATIVES FOR REDESIGN OF MANAGEMENT CLASSIFICATIONS IN ACCORDANCE WITH THE ATTACHED MUNICIPAL RESOURCE GROUP, LLC SECOND AMENDMENT FOR ENVIRONMENTAL UTILITIES ORGANIZATION SERVICES DATED 4/25/19.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

By: Mary Egan

Title: Managing Partner

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



April 25, 2019

Mr. Richard Plecker
Director of Environmental Utilities Department
2005 Hilltop Circle
Roseville CA, 95747

Re: First Amendment for Environmental Utilities Organization Services

Dear Richard,

Thank you for requesting additional services from Municipal Resource Group ("MRG") to provide the Environmental Utilities Department with assistance in analyzing, comparing and researching best practices and alternatives for redesign of management classifications. MRG will continue to provide project support and assessment of steps necessary to achieve such implementation.

As you know, MRG has extensive expertise in assisting counties, cities and other agencies and municipalities throughout the state in staffing review, management assessment and organizational transitions. The team assigned to this project will be MRG managing partner, Mary Egan and MRG Consultant, Charlie Wilson. We will use other subject matter experts on our team to support these efforts.

Please let me know if this scope of work is consistent with your expectations. If you require any additional information or if you would like to have further clarifying discussion regarding MRG's approach to this engagement, please contact me at your convenience.

Consistent with all services under our master agreement, these services will be billed out at \$225 per hour for my work and \$200 per hour for Charlie Wilson. Additional services under this scope of work will increase the not-to-exceed amount to \$80,000. Charlie can be reached at 530-320-1307.

We look forward to hearing from you!

Sincerely,

Mary Egan
Managing Partner, MRG LLC
916-261-7547
egan@solutions-mrg.com

City of Roseville
Environmental Utilities Department
First Amendment

The City of Roseville seeks assistance with the EU Department management structure review for succession planning and development purposes, organization and outlining a step by step plan and identification of “hurdles” for implementation. Mary Egan and Charlie Wilson will support this initiative which would begin with a very detailed timeline and work plan with hurdles and actions toward implementation.

SCOPE OF WORK

MRG will provide the following services including:

1. Assist the Environmental Utilities Department leadership team with implementation of the draft master plan. This may include development of an action plan with steps and a timeline, classification analysis updates, review of available salary survey, review of rules, collecting comparable data. Review attachment A.
2. Address challenges included in draft plan including structural, rule and policy challenges with plan to rotate division managers given diversity between and among Engineering (Civil and Mechanical), Water and Waste Water certifications, Finance, and GIS.
3. Identify alternatives within the merit system to “upgrades” or replacement of classifications of positions with clear process to prevent issues where incumbents are in positions being eliminated, incumbents impacted, process for promotions.
4. Address interest in rotation program for Engineers
5. Review market comparability
6. Provide the Environmental Utilities Director and their leadership team with support on areas such as organizational optimization, salary and classification analyses, market comparisons and other management support available within MRG’s service portfolio and areas of expertise.

NOT TO EXCEED AMOUNT

- Not to exceed is increased to \$80,000
- Reimbursable expenses (graphic design, mileage, copies, printing, postage, teleconference charges, etc.) will be invoiced at cost
- Total cost = \$80,000



COUNCIL COMMUNICATION

CC #: 0170

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village F-13B2 - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Project Fiddymment Ranch Phase 2, Village F-13B2, CWJ # 170201, as complete.
2. Authorize 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such time the project is fully built out.

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 Fiddymment Ranch Phase 2, Village F-13B2 project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 19-319

NOC

FR II V F-13B2-Exhibit A

FR II V F-13B2-Final map

RESOLUTION NO. 19-319

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Village F-13B2. PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddymment Ranch Phase 2 Village F-13B2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 21 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this____day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Fiddymment Ranch Phase 2, Village F-13B2 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 Marques Pipeline, Inc..
The surety on said project was Philadelphia Indemnity Ins. Company Bond#PB01798100448-A.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout
City Engineer
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)

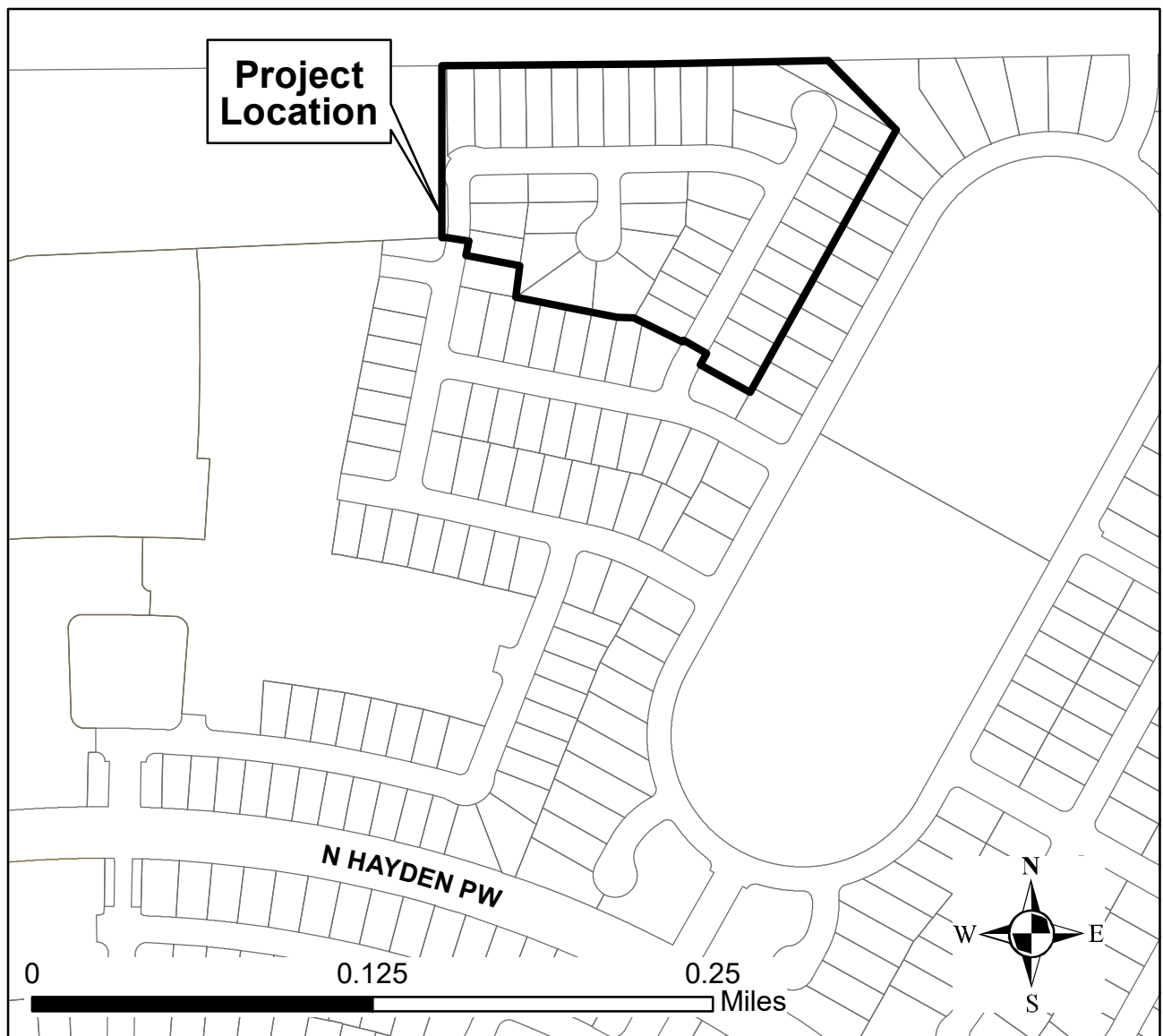
Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, (1) Marc Stout
(and (2) _____),
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 Village F-13B2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B2" 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 ARE DEDICATED AS EASEMENTS 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 WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE COURTS AND DRIVES SHOWN HEREON AND DESIGNATED "10' PUE" OR "12.5' PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS CHICO DRIVE, DANWOOD COURT, DANWOOD DRIVE, AND SALTERS COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOTS 'A' AND 'B', SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

PRIVATE DEDICATIONS:

- A. PRIVATE DRAINAGE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SURFACE DRAINAGE AND UNDERGROUND PIPELINES TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 1 THROUGH 11 AND 13, FOR RECIPROCAL BENEFIT OF THE BEFORE MENTIONED LOTS AS SHOWN HEREON AND DESIGNATED AS "PDE" (PRIVATE DRAINAGE EASEMENT).

FIDDYMENT 116 LOTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: SIGNATURE HOMES, INC., A CALIFORNIA CORPORATION, ITS MANAGER

BY: [Signature]
JAMES GHIEMMETTI
TITLE: CEO

BY: [Signature]
JOHN FORD
TITLE: CEO

FINAL MAP OF

FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397

BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397,
BOOK DD OF MAPS, PAGE 73, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF
SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



AUGUST 2018

Sheet 1 of 6

1027.144

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 Alameda) SS

ON 17th DAY OF July, 2018 BEFORE ME, Susan M Brady
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND

STATE, PERSONALLY APPEARED James Ghiemmetti
and John Ford 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Susan M Brady
PRINTED NAME: Susan M. Brady

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: Alameda

MY COMMISSION EXPIRES: August 7, 2021

MY COMMISSION No.: 2207574

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B2 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.

[Signature] 8/2/18
DATE
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

8/2/18
DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE F-13B2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE LOTS A AND B OFFERED HEREON.

8/10/18
DATE

[Signature]
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7TH DAY OF SEPTEMBER, 2018, AT 11:35 A.M. IN
BOOK EE OF MAPS, AT PAGE 21, AT THE REQUEST OF
WOOD RODGERS, INC.

FEE: \$ 98.00

DOCUMENT NO.: 2018-0064911

BY: RYAN RONCO
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: S. C. Weber
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE F-13B2 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 SIGNATURE HOMES IN AUGUST, 2015. 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 AUGUST 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019
7/18/18
DATE

SEE SHEET 2 FOR TRUSTEE'S STATEMENTS, OPTIONEE'S STATEMENT, AND ADDITIONAL NOTARY ACKNOWLEDGMENTS

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED SEPTEMBER 29, 2016 AS INSTRUMENT NUMBER 2016-0083411, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: Timothy A. Hanson
TITLE: Vice President
DATE: July 17, 2018

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED MAY 10, 2017 AS INSTRUMENT NUMBER 2017-0034384, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: Timothy A. Hanson
TITLE: Vice President
DATE: July 17, 2018

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 17th DAY OF July, 2018 BEFORE ME, L. Youles
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED Timothy A. Hanson

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 IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL: lyoules
PRINTED NAME: L. Youles
MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer
MY COMMISSION EXPIRES: 10-2-2020
MY COMMISSION No.: 2166542

OPTIONEE'S STATEMENT

ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE AS DISCLOSED BY MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 29, 2016 AS DOCUMENT NUMBER 2016-0083410, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: DAVID L. ASH
NAME: DAVID L. ASH
TITLE: SENIOR 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 San Francisco) SS
ON 18th DAY OF July, 2018 BEFORE ME, Auxiliadora Rios
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED David L. Ash

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL: Auxiliadora Rios
PRINTED NAME: Auxiliadora Rios
MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco
MY COMMISSION EXPIRES: March 25, 2021
MY COMMISSION No.: 2188278

REFERENCES:

- (1) BB MAPS 24 FINAL MAP OF FIDDYMMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION
- (2) CC MAPS 21 FINAL MAP OF FIDDYMMENT RANCH PHASE 2 - VILLAGE 14-D1
- (3) DD MAPS 9 FINAL MAP OF FIDDYMMENT RANCH PHASE 2 - VILLAGES F-9 & F-19
- (4) DD MAPS 73 FINAL MAP OF FIDDYMMENT RANCH PHASE 2 - VILLAGE F-13B1

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS AT PAGE 24, O.R.P.C.

LEGEND

- DIMENSION POINT
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8067"
- ✱ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8067" PER (4)
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER (4)
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944" IN LIEU OF 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 6046" PER (1).
- ⊗ FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "LS 7944" PER (2).
- ⊙ FOUND BRASS CAP WITH PUNCH STAMPED "7944" IN MONUMENT WELL PER (2).
- FOUND BRASS DISK WITH PUNCH STAMPED "LS 6046 WR" IN MONUMENT WELL PER (1).
- ✦ FOUND SECTION CORNER AS NOTED

N.T.S. NOT TO SCALE

(OA) OVERALL DIMENSION

O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY

PDE PRIVATE DRAINAGE EASEMENT

PUE PUBLIC UTILITY EASEMENT

(R) RADIAL BEARING

SF SQUARE FEET

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 "FIDDYMMENT RANCH PHASE 2 - VILLAGE F-13B2" SUBDIVISION IS 8.90± ACRES, CONSISTING OF 41 RESIDENTIAL LOTS AND 2 MISCELLANEOUS LOTS.
5. 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK.

FINAL MAP OF
FIDDYMMENT RANCH - PHASE 2
VILLAGE F-13B2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397

BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397, BOOK DD OF MAPS, PAGE 73, O.R.P.C. LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2018


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 2 of 6

1027.144

BOUNDARY SHEET

Curve Table - This Sheet Only						
No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Reference
C1	2505.00'	0°20'03"	14.62'	N89°28'52"E	14.62'	(4)
C2	2552.00'	3°07'40"	139.31'	N88°47'16"W	139.29'	(4)
C3	26.00'	88°57'19"	40.37'	N48°17'54"E	36.43'	(4)
C4	17.00'	89°02'34"	26.42'	N40°42'03"W	23.84'	(4)
C5	2557.00'	2°01'28"	90.34'	N84°12'36"W	90.34'	(4)
C6	17.00'	95°33'30"	28.35'	N26°15'57"W	25.18'	(4)
C7	2767.00'	0°08'40"	6.98'	N74°07'02"W	6.98'	(4)
C8	2819.00'	0°18'49"	15.43'	N74°01'58"W	15.43'	(4)
C9	17.00'	84°36'39"	25.10'	N63°49'07"E	22.88'	(4)
C10	3029.00'	0°06'32"	5.75'	N81°21'27"W	5.75'	(4)
C11	276.00'	2°29'13"	11.98'	N9°46'53"E	11.98'	(4)

Line Table - This Sheet Only			
No.	Bearing	Length	Reference
L1	N82°42'52"W	56.35'	(4)
L2	N81°32'47"W	51.69'	(4)
L3	N80°26'02"W	51.69'	(4)
L4	N79°19'16"W	51.69'	(4)
L5	N78°12'31"W	51.69'	(4)
L6	N77°05'46"W	51.69'	(4)
L7	N75°57'54"W	53.41'	(4)
L8	N73°17'01"W	70.85'	(4)
L9	N21°30'48"E	88.44'	(4)
L10	N15°48'38"E	52.00'	(4)
L11	N21°30'48"E	93.71'	(4)
L12	N76°17'54"W	177.16'	(4)
L13	N77°29'51"W	53.56'	(4)
L14	N78°24'56"W	53.56'	(4)
L15	N79°27'54"W	53.56'	(4)
L16	N80°30'52"W	53.56'	(4)
L17	N81°33'50"W	13.46'	(4)
L18	N87°27'03"E	9.82'	(4)
L19	N81°27'43"W	43.00'	(4)
L20	N11°01'30"E	16.65'	(4)
L21	N78°58'30"W	106.68'	(4)
L22	N7°36'52"E	61.76'	(4)
L23	N78°58'30"W	200.00'	(4)
L24	N87°10'58"W	32.88'	(4)
L25	N63°55'13"W	105.14'	(4)
L26	N29°04'16"E	3.00'	(4)
L27	N60°55'44"W	52.00'	(4)
L28	N29°04'16"E	25.21'	(4)
L29	N60°55'44"W	110.00'	(4)

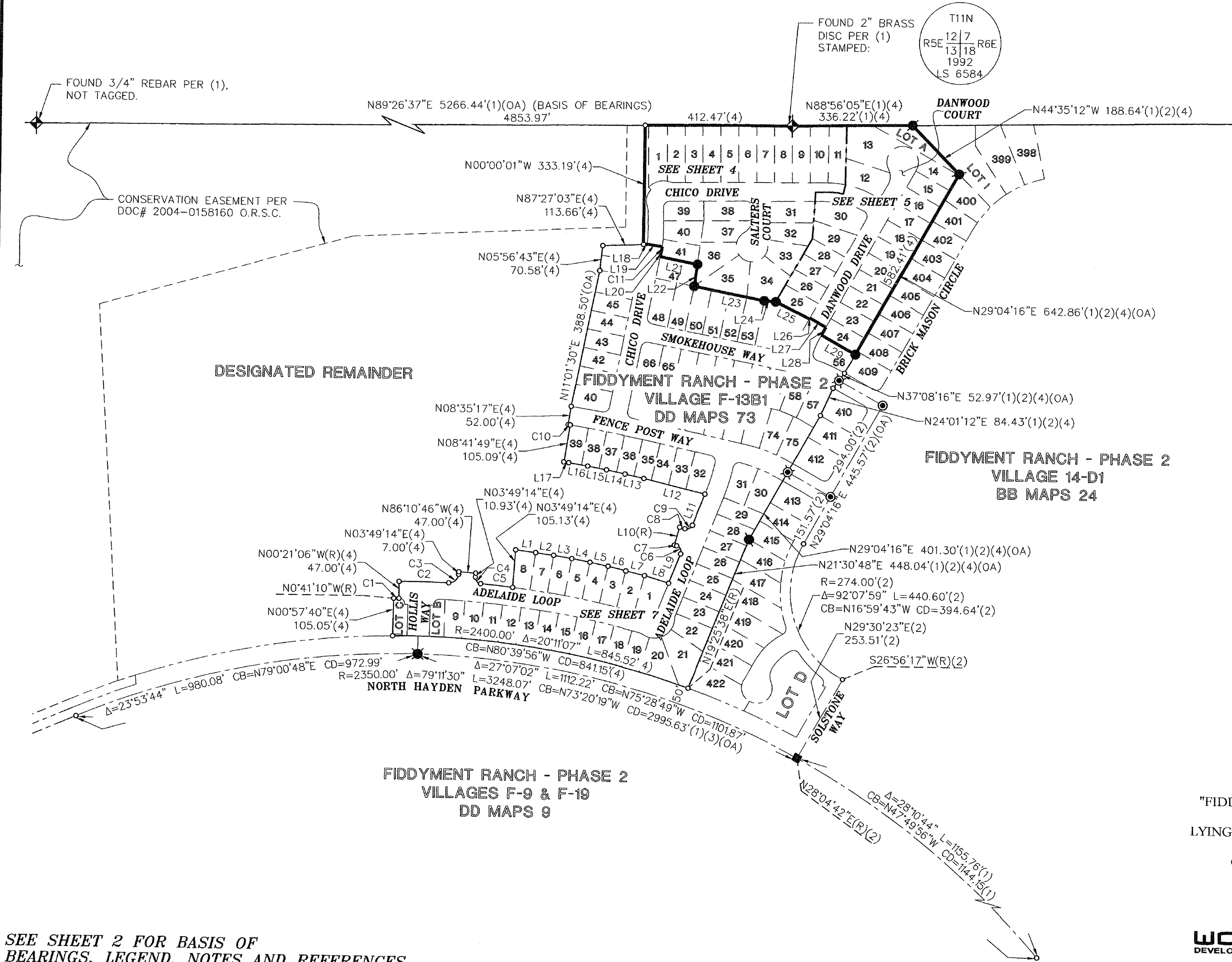
FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B2
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397
BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397,
BOOK DD OF MAPS, PAGE 73, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF
SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2018

WOOD RODGERS
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3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

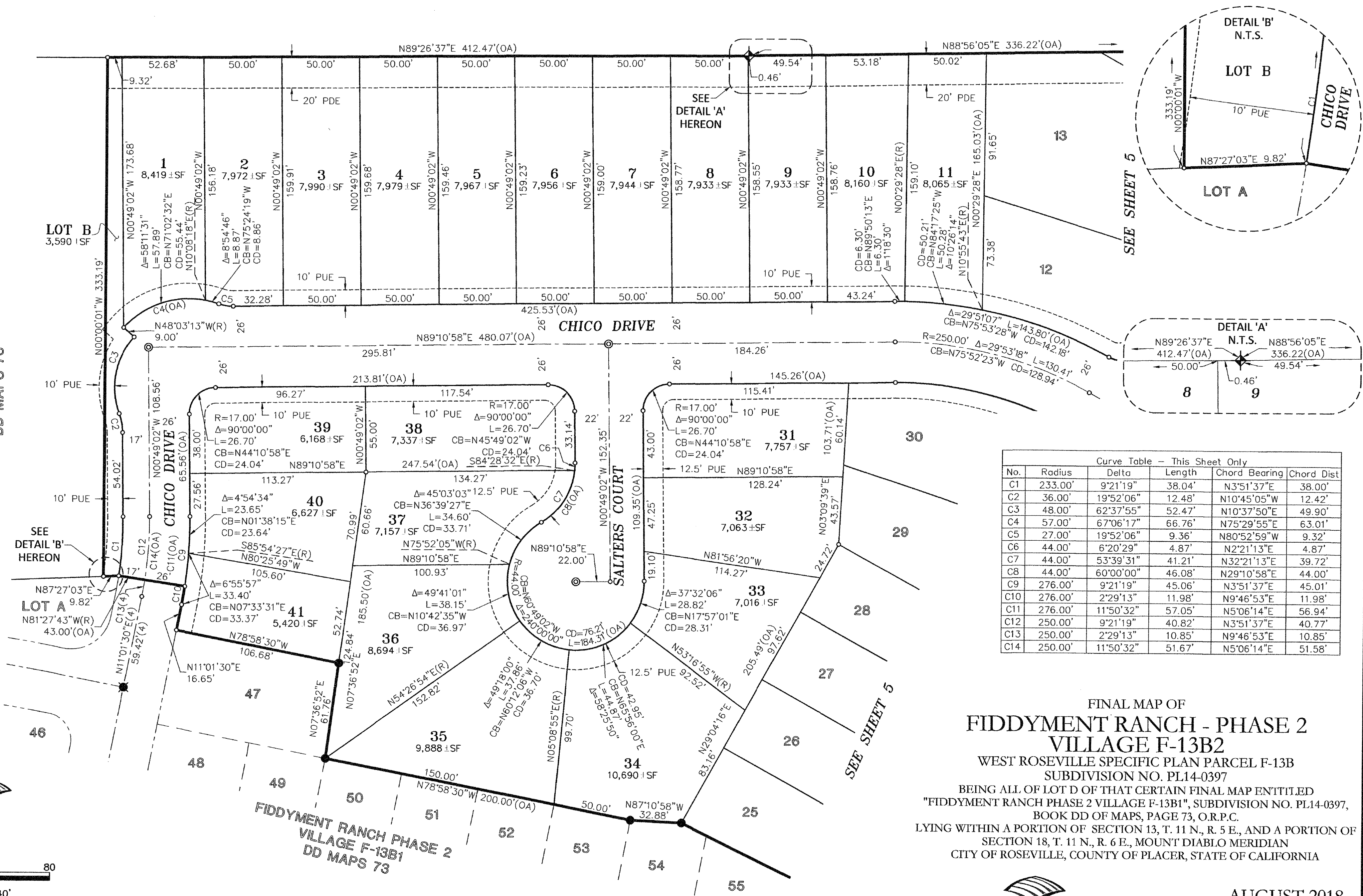
Sheet 3 of 6

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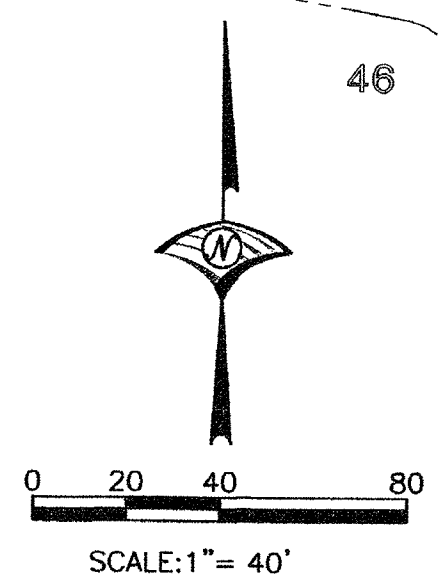
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

DESIGNATED REMAINDER
DD MAPS 73



Curve Table - This Sheet Only				
No.	Radius	Delta	Length	Chord Bearing
C1	233.00'	9°21'19"	38.04'	N3°51'37"E
C2	36.00'	19°52'06"	12.48'	N10°45'05"W
C3	48.00'	62°37'55"	52.47'	N10°37'50"E
C4	57.00'	67°06'17"	66.76'	N75°29'55"E
C5	27.00'	19°52'06"	9.36'	N80°52'59"W
C6	44.00'	6°20'29"	4.87'	N2°21'13"E
C7	44.00'	53°39'31"	41.21'	N32°21'13"E
C8	44.00'	60°00'00"	46.08'	N29°10'58"E
C9	276.00'	9°21'19"	45.06'	N3°51'37"E
C10	276.00'	2°29'13"	11.98'	N9°46'53"E
C11	276.00'	11°50'32"	57.05'	N5°06'14"E
C12	250.00'	9°21'19"	40.82'	N3°51'37"E
C13	250.00'	2°29'13"	10.85'	N9°46'53"E
C14	250.00'	11°50'32"	51.67'	N5°06'14"E

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B2
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397
BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397,
BOOK DD OF MAPS, PAGE 73, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF
SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

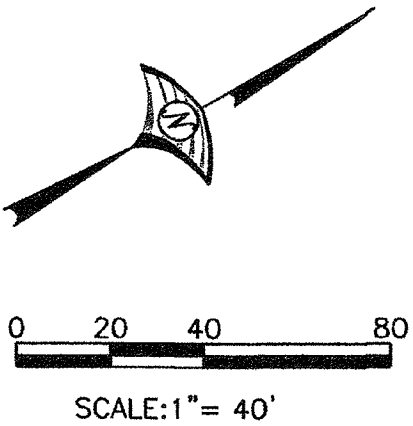


SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

AUGUST 2018
Sheet 4 of 6
1027.144

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	89°57'49"	26.69'	N74°03'11"E	24.03'
C2	44.00'	56°56'39"	43.73'	N0°35'57"E	41.95'



FINAL MAP OF
FIDDYMMENT RANCH - PHASE 2
VILLAGE F-13B2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397
BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397,
BOOK DD OF MAPS, PAGE 73, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF
SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



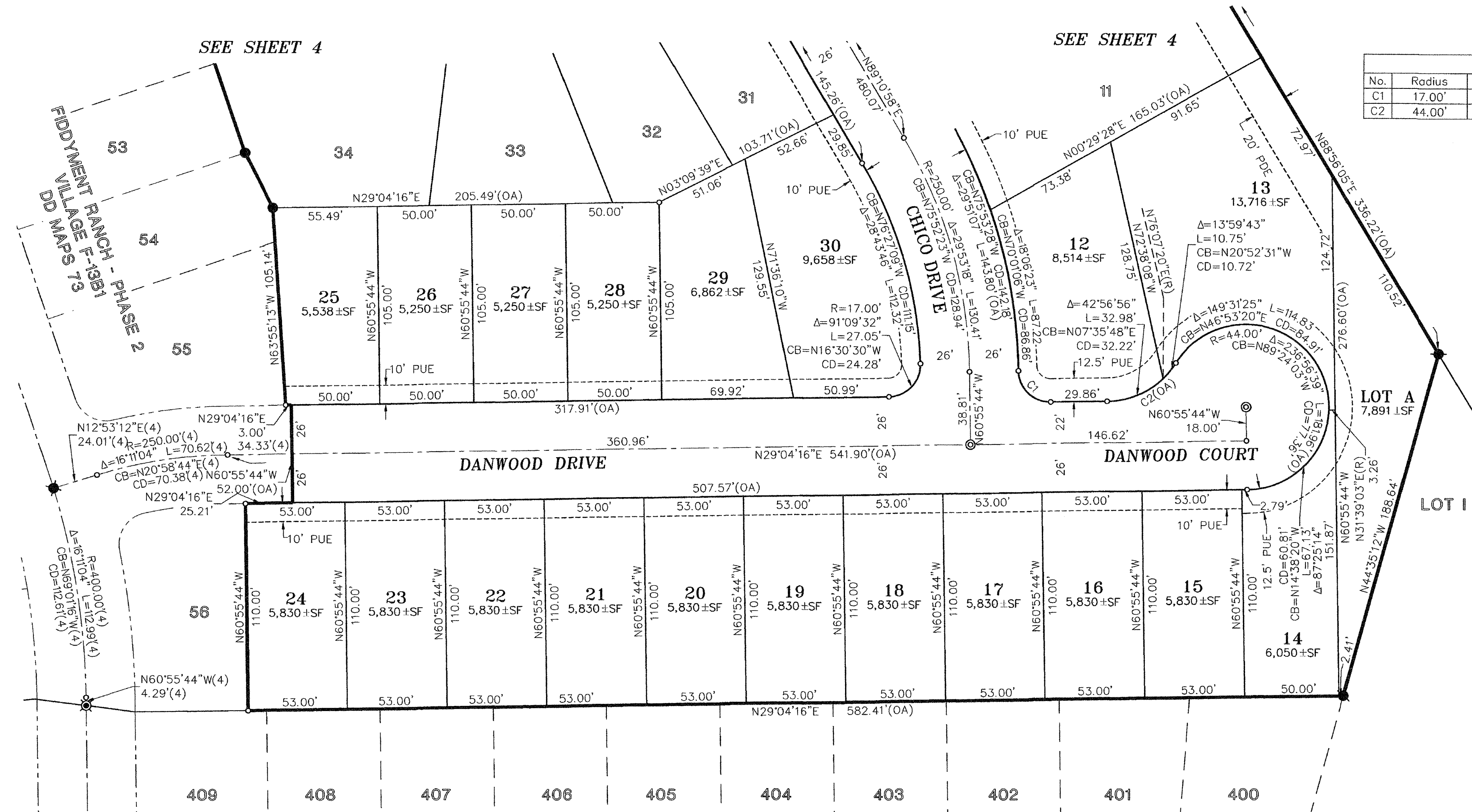
WOOD RODGERS
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Sacramento, CA 95816 Fax 916.341.7767

AUGUST 2018

Sheet 5 of 6

1027.144

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



INFORMATIONAL SHEET

50-FOOT
AGRICULTURAL
SEPARATION

LOT B

★1 ★2 ★3 ★4 ★5 ★6 ★7 ★8 ★9 ★10 ★11 ★13

LOT A

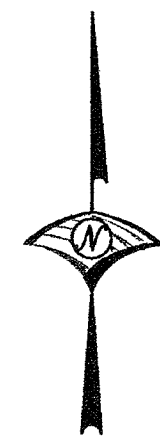
CHICO DRIVE

SALTERS COURT

DANWOOD COURT

LOT I

399

FIDDYMENT RANCH - PHASE 2
VILLAGE 14-D1
BB MAPS 24DESIGNATED REMAINDER
DD MAPS 730 50 100 200
SCALE: 1" = 100'FIDDYMENT RANCH PHASE 2
VILLAGE F-13B1
DD MAPS 73ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

ON THE LOTS INDICATED, A MINIMUM 50-FOOT SEPARATION SHALL BE MAINTAINED BETWEEN ANY LIVING STRUCTURE AND AGRICULTURALLY-ZONED LANDS. IN THE EVENT THAT THE AGRICULTURAL LAND DESIGNATION IS CONVERTED TO A NON-AGRICULTURAL DESIGNATION, THE 50-FOOT BUFFER IS NO LONGER REQUIRED.

LEGEND

★ DENOTES LOT ABUTTING LANDS CURRENTLY AGRICULTURALLY ZONED

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-13B2WEST ROSEVILLE SPECIFIC PLAN PARCEL F-13B
SUBDIVISION NO. PL14-0397
BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", SUBDIVISION NO. PL14-0397,
BOOK DD OF MAPS, PAGE 73, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., AND A PORTION OF
SECTION 18, T. 11 N., R. 6 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2018


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 Sacramento, CA 95816 Fax 916.341.7767

Sheet 6 of 6

1027.144

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 0171
File #: 0111-02

Title: Response to Grand Jury Report – New P25 Radio System
Contact: Hong Sae 916-774-5152 hsae@roseville.ca.us
Jim Maccoun 916-774-5011 jmaccoun@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council authorize the Chief of Police to execute the response to the 2018-2019 Grand Jury Final Report entitled "New P25 Radio System."

BACKGROUND

On May 27, 2019, the Placer County Grand Jury issued a final report entitled "*New P25 Radio System*." The report was issued to the public on May 31 and is attached to this communication. The report reviewed the history of the system from development of a strategic plan, to funding, and implementation including issues that surfaced after the system went into service on August 15, 2018.

Upon media coverage of problems with the new system, the Grand Jury initiated an investigation into the performance of the new radio system as it relates to both public and officer safety. The investigation concluded "*the problems have been tracked and resolved with no impact to public or officer safety.*"

The Grand Jury made several findings as follows:

F1. Training for sworn personnel users was delayed for several months impacting their ability to effectively use the system.

F2. The Roseville Police Department (RPD) issue log has proven effective in identifying issues and driving their resolution.

F3. The vendor is addressing infrastructure problems in a timely manner.

F4. No critical law enforcement incidences reported by the police department as a result of the P25 radio errors and deficiencies.

F5. The city has appropriately withheld final payment until all system issues are addressed.

In addition, the Grand Jury made two recommendations as follows:

R1. RPD personnel using the P25 radio system are adequately trained.

R2. RPD continue using the issue log to identify and address system problems as needed.

Prior to the Grand Jury's engagement, the City was already tracking issues in a log to effectively

address problems. In addition, the City has provided training to RPD personnel which alleviated problems with audio quality. Therefore, staff recommends the City continue to:

- track issues in an effective manner
- ensure that RPD personnel are trained in proper radio usage

FISCAL IMPACT

There is no fiscal impact associated with this particular request.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created as a result of this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378. A grand jury report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Karl Grover, Information Technology Analyst

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

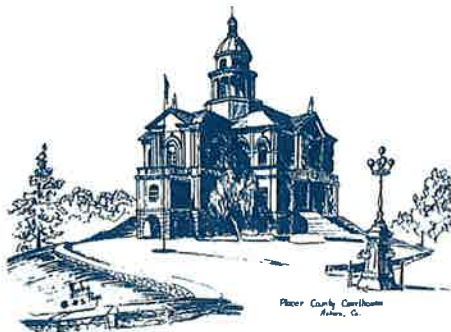
Description

Grand Jury Final Report - New P25 Radio System

Resolution No. 19-310

Response to Grand Jury1

Response to Grand Jury2



PLACER COUNTY GRAND JURY

11532 B Avenue
Auburn, CA 95603

Phone: (530) 886-5200
Fax: (530) 886-5201
Email: grandjury@placer.ca.gov

May 27, 2019

Roseville City Council
311 Vernon Street
Roseville, California 95678

RECEIVED BY

MAY 28 2019

CITY MANAGER'S OFFICE

Subject: Grand Jury Final Report – New P25 Radio System

Dear Roseville City Council:

The 2018-2019 Placer County Grand Jury hereby releases a report entitled, “**Roseville Police Department New P25 Radio System**”

Enclosed is your advance release copy of the Grand Jury report. Disclosure to the public is prohibited prior to public release, scheduled for May 31, 2019.

The report is being published primarily in electronic form and will be available on the Superior Court's Placer County website at www.PlacerGrandJury.org. Hard copies are being distributed as necessary.

Sincerely,

Ronald M. Johnson
Foreperson
2018-2019 Placer County Grand Jury

Enclosures: Final Report



PLACER COUNTY GRAND JURY

Roseville Police Department New P25 Radio System

Roseville Police Department New P25 Radio System

SUMMARY

The city of Roseville conducted a multi-year study that resulted in a strategic plan for a new radio system for the entire city, including the police, fire, and other city departments. The Roseville City Council approved a \$7.1 million contract in 2017 for a new Project 25 (P25) radio system.¹ The new radio system “went live” in July 2018. Roseville Police Department (RPD) is its primary user. RPD experienced issues with the new system almost immediately with muffled and garbled transmissions, dead areas, and user errors that were a concern to public safety and officer safety. The RPD worked with the vendor and the number of system issues has decreased.

APPROACH

The grand jury interviewed Roseville police officers, administrators, and dispatchers, as well as the city’s radio project manager. The grand jury also reviewed various documents including media reports, the multi-year study, the vendor contract, and the issue log. The grand jury visited the Roseville Police dispatch center and listened to transmissions over the new system in the field as well as in the dispatch center.

DISCUSSION

After the new radio system was implemented, media reports came to the attention of the grand jury that indicated the system was “plagued by glitches”. The safety of the public and police officers in Roseville is of paramount concern. The grand jury initiated an investigation into the performance of the new radio system as it relates to public safety and officer safety.

The grand jury learned that the previous Roseville analog radio system was at the end of its life and would no longer be serviceable after 2018. As a result, the city council approved a \$7.1 million contract for a new radio system for all users within all city departments. The contract was awarded to a communications/technology company, who provided a P25 compliant radio infrastructure to replace the present radio system. The primary user of the new radio system is RPD. Other users of the system are the city transit department, the fire department and the solid waste department. The new radio system went live in July 2018.

The new P25 system initially experienced problems pertaining to garbled and muffled transmissions, dead areas, and user errors. As a precautionary move to enhance public safety and officer safety, the police chief assigned two police officers to each patrol car for approximately four weeks. This allowed patrol officers to have instant backup in the event of a radio system failure or deficiency. There was a reduction in the number of patrol cars on the street during this period, however emergency service was not interrupted. According to the chief of police, delays

¹ P25 is a suite of standards for digital mobile radio communications designed for use by public safety organizations in North America. P25 radios are a direct replacement for analog UHF (FM) radios but add the ability to transfer data as well as voice, allowing for a more natural implementation of encryption and messaging. P25 radios are commonly implemented using vehicle-mounted radios combined with walkie-talkie handheld use.

may have been experienced for routine or non-emergency calls for service.

The RPD had two backup communication systems in case of total failure of their new P25 system; California Law Enforcement Mutual Assistance Radio System (CLEMARS) operated by the California Office of Emergency Management and officer-issued cell phones. Roseville's Information Technology (IT) department created a detailed issue log beginning August 17, 2018 to record issues, resolutions and solutions. All issue log entries were addressed immediately by the city and its vendor. The vendor for the radio system has been responsive in identifying the deficiencies, repairing those deficiencies, and supporting the new radio system. Over time, the issue log proved to be a valuable tool that recorded problems and corrective actions which resulted in radio system improvements and a significant reduction in the number of problem performance issues.

RPD chose to use existing handheld and car radios that were reprogrammed to work with the new P25 system. The users knew how to physically operate the radios, therefore training on using the radios did not initially appear necessary. However, users were unaware of how they would sound with the new system. There were nuances to the use of these older radios with the new system that were not present in the old system, i.e., tones, transmission delays, speech synthesizer, etc.

Other city departments received new radios and were provided training by the system vendor. RPD's sworn personnel continued to use the old radios with the new software installed and did not initially receive training in July 2018. Communications were sent to RPD's sworn personnel with documentation and best practices for the new system in July 2018. Training was later provided to some sworn personnel in December 2018 by Roseville IT department.

Roseville is working through radio and system issues with the vendor. Until they are resolved, the city will withhold final payment of the contract. There have been no critical incidents reported that resulted from the implementation of the new P25 radio system.

CONCLUSION

The implementation of new systems resulted in difficulties for RPD during the transition. These problems have been tracked and resolved cooperatively with the city departments and the vendors using the issue log. Mandatory training for all RPD users prior to the implementation of the new system might have reduced the number of issues that were experienced. During the implementation of the P25 system, there were no critical incidents where the radio failed. There has been no impact to public or officer safety reported as a result of the new system implementation.

The vendors have been responsive to the issues of installing and using the new system. Issues with the system have decreased significantly since July 2018. The vendor and the city have

agreed to withhold the final payment of the contract until the city is satisfied all issues with the P25 system are resolved.

FINDINGS

The grand jury found:

- F1. Training for sworn personnel users was delayed for several months impacting their ability to effectively use the system.
- F2. The RPD issue log has proven effective in identifying issues and driving their resolution.
- F3. The vendor is addressing infrastructure problems in a timely manner.
- F4. No critical law enforcement incidences reported by the police department as a result of the P25 radio errors and deficiencies.
- F5. The city has appropriately withheld final payment until all system issues are addressed.

RECOMMENDATIONS

The grand jury recommends:

- R1. RPD personnel using the P25 radio system are adequately trained.
- R2. RPD continue using the issue log to identify and address system problems as needed.

REQUEST FOR RESPONSES:

Pursuant to Penal Code section §933.05, the Placer County Grand Jury requests responses from the following governing body:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
James R. Maccoun, Chief of Police Roseville Police Department 1051 Junction Boulevard Roseville, California 95678	R1, R2	July 30, 2019

Copies sent to:

Roseville City Council
311 Vernon Street
Roseville, California 95678

Karl Grover, IT Analyst
City of Roseville
316 Vernon Street
Roseville, California 95678

RESOLUTION NO. 19-310

AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE RESPONSE TO THE 2018-2019 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on May 27, 2019 the Placer County Grand Jury issued a final report entitled “*New P25 Radio System*”; and

WHEREAS, the report reviewed the history of the system from development of a strategic plan, to funding, and implementation, including issues that surfaced after the system went into service August 15, 2018; and

WHEREAS, the Grand Jury initiated an investigation into the performance of the new radio system as it relates to both public and officer safety; and

WHEREAS, the investigation concluded “*the problems have been tracked and resolved with no impact to public or officer safety*”; and

WHEREAS, Penal Code §933.05 requires the Chief of Police to execute a response to the 2018-2019 Grand Jury Final Report on behalf of the City of Roseville; and

WHEREAS, the response to the 2018-2019 Grand Jury Final Report, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Chief of Police is hereby authorized to execute the response to the 2018-2019 Grand Jury Final Report 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



Roseville Police Department
1051 Junction Boulevard
Roseville, California 95747

June 11, 2019

The Honorable Alan Pineschi
Presiding Judge of the Superior Court
P.O. Box 619072
Roseville, CA 95661

RE: Response to Grand Jury Request

Dear members of the Grand Jury:

This letter responds to the request received on May 27, 2019 from Ronald Johnson on behalf of the Placer County Grand Jury, requesting recommendations based on the report entitled, "*New P25 Radio System.*"

Following are responses to the recommendations requested.

Recommendation 1 – RPD personnel using the P25 radio system are adequately trained.

Response – As noted in the Grand Jury findings, "training was later provided to some sworn personnel in December 2018." Specifically, onsite training was conducted for all personnel who use the system via eight (8) onsite classroom sessions led by a contracted subject matter expert. The digital lesson plan which was developed by that subject matter expert has been adopted for future training. I agree radio training should be more of a focus and our agency will incorporate training via multiple methods including:

- Employee briefing training sessions so incumbent personnel understand their radios and how to operate them in order to effectively perform job duties. All Roseville Police personnel are expected to have the ability to use a radio because of our emergency services role in this city.
- New employee orientation training so that all newly hired personnel understand best practices and proper communications protocols.

Recommendation 2 – RPD continue using the issue log to identify and address system problems as needed.

Response – As noted in the Grand Jury findings, "problems have been tracked and resolved cooperatively with the city departments and the vendors using the issue log." I agree tracking problems in an organized, methodical and collaborative method is the best way to effectively resolve system problems. Following the City protocols, Roseville Police Department will continue using an issue log to capture and address issues. This type of system is a highly adaptable computer network which is dependent on software programs which will undoubtedly undergo future updates. Our agency will continue to be an active partner with the Information Technology Department to insure future maintenance and change management.

Sincerely,

James Maccoun
Chief of Police



Roseville Police Department
1051 Junction Boulevard
Roseville, California 95747

June 11, 2019

Placer County Grand Jury
11532 B. Avenue
Auburn, CA 95603

RE: Response to Grand Jury Request

Dear members of the Grand Jury:

This letter responds to the request received on May 27, 2019 from Ronald Johnson on behalf of the Placer County Grand Jury, requesting recommendations based on the report entitled, "*New P25 Radio System.*"

Following are responses to the recommendations requested.

Recommendation 1 – RPD personnel using the P25 radio system are adequately trained.

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- Employee briefing training sessions so incumbent personnel understand their radios and how to operate them in order to effectively perform job duties. All Roseville Police personnel are expected to have the ability to use a radio because of our emergency services role in this city.
- New employee orientation training so that all newly hired personnel understand best practices and proper communications protocols.

Recommendation 2 – RPD continue using the issue log to identify and address system problems as needed.

Response – As noted in the Grand Jury findings, "problems have been tracked and resolved cooperatively with the city departments and the vendors using the issue log." I agree tracking problems in an organized, methodical and collaborative method is the best way to effectively resolve system problems. Following the City protocols, Roseville Police Department will continue using an issue log to capture and address issues. This type of system is a highly adaptable computer network which is dependent on software programs which will undoubtedly undergo future updates. Our agency will continue to be an active partner with the Information Technology Department to insure future maintenance and change management.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Maccoun", is written over a horizontal line.

James Maccoun
Chief of Police



COUNCIL COMMUNICATION

CC #: 0166

File #: 0705

Title: Roseville Joint Union High Schools and City Recreation Park Sites/Facilities-Joint Use Agreement

Contact: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving the Master Joint Use Agreement (JUA) with Roseville Joint Union High School District (District) and authorize the City Manager to execute it on behalf of the City of Roseville. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement.

BACKGROUND

The City and District have partnered to create a joint use agreement that will allow both entities priority use of school and City fields and facilities. This agreement will terminate previous agreements that had been created for each individual high school and include new schools that currently have no use agreements. District facilities included in the agreement are Oakmont, Roseville, Adelante, Woodcreek and West Park High Schools. City facilities include Pistachio Park, adjacent to West Park High School (currently being constructed) and Mahany Park, adjacent to Woodcreek High School. The facilities within Mahany Park that are not included in this JUA are the Roseville Aquatics Complex, softball fields and tennis courts. These facilities are included in the Third Amendment to the JUA with the District for Woodcreek High School and Mahany Park. The intention and spirit of this agreement is to share facilities in order to meet the needs of both the student body enrolled at the adjacent high schools and the Roseville community. In some cases, both District curriculum and athletic programs and City recreational programming may increase or allow for new/expanded programming opportunities.

Details of the new agreement include procedures to reserve facilities and obligations of use of said facilities. Should direct costs be incurred by either user that is in excess of normal use during school or business hours, such as utilities or required custodial/staff, users will be billed at a discounted District ASB/Booster Club or City Partner Rate.

This agreement also outlines the requirement for the District and City to contribute to capital improvement costs for their percentage of use of facilities.

FISCAL IMPACT

This agreement outlines shared use or trading of facilities. However, the City and District may be required to pay per use fees, at a discounted rate, should a facility trade not be feasible. Additionally, costs may be incurred by either party for utilities or required custodial/staffing. These will be invoiced on a case by case basis. Finally, the agreement will include capital improvement costs, for each user, based on their percentage of use.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The proposed Joint Use Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kathy M. Barsotti, Parks, Recreation & Libraries Manager

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-315

Master Agreement for Joint Use

Exhibit A_Master JUA

RESOLUTION NO. 19-315

APPROVING A MASTER AGREEMENT FOR JOINT USE OF HIGH SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH 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 High School/Park Sites, by and between the City of Roseville and the Roseville Joint Union High 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.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute three (3) additional five (5) year term extensions of the agreement without further City Council approval.

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
HIGH SCHOOL/PARK SITES**

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville Joint Union High School District, a California public school district ("DISTRICT"); and

W I T N E S S E T H :

WHEREAS, Education Code Section 10900 et seq. authorizes the parties hereto to enter into agreements for Community Recreation programs; and

WHEREAS, "Community Recreation" is defined herein as active/programmed recreation; and

WHEREAS, DISTRICT and SCHOOL are considered the same entity with the same obligations noted as DISTRICT: and

WHEREAS, "USER" is defined as either CITY or DISTRICT; an

WHEREAS, the General Plan's 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 CITY and DISTRICT have pooled their resources to meet youth and community recreation demands; and

WHEREAS, it is the CITY and DISTRICT objectives to increase general community access to and use of their respective facilities in cooperation to the extent possible; and

WHEREAS, both the CITY and DISTRICT encourage joint and cooperative ventures, including facility maintenance and development; and

WHEREAS, the parties intend to terminate any and all previous agreements, save and except for the Joint Use Agreement dated September 14, 1993, and replace them with this Agreement which details the parties' joint use and maintenance of all joint high school and park sites noted in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties agree as follows:

1. Termination of Prior Agreements. All prior joint use agreements, written or unwritten, associated with all high schools within DISTRICT, save and except for the Joint Use Agreement dated September 14, 1993 and any related amendments, including but not limited to joint use agreements between CITY and DISTRICT dated August 20, 1975, June 6, 1979, May 10, 1989, and September 6, 1989 are hereby terminated and replaced with this Agreement.

2. Joint Uses for all Roseville Joint Union High Schools within DISTRICT (Existing and New).

a. CITY shall have first priority after District for use of gymnasiums, theaters and other indoor facilities, multi-use/sports fields, pools, outdoor recreation amenities and all school parking lots for Community Recreation 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 sanctioned school or school sponsored or sanctioned club activities. Outdoor Sunday events occurring during the school year that include over 100 participants or last longer than 10 hours may be denied by DISTRICT, depending on the nature and level of usage which will be required up to and following the particular event.

b. DISTRICT Preemption (Bumping Rights). DISTRICT shall provide CITY written notice of being bumped for planned, previously scheduled school activities at least fourteen (14) calendar days prior to the effective date of use, or as soon as possible immediately following the notification of a school sanctioned playoff game or other reasonable need by DISTRICT to reschedule a planned, previously scheduled school activity, including but not limited to events of inclement weather. DISTRICT may exercise preemption rights only as described above, and for bona fide emergencies, which includes serious, unexpected and potentially dangerous situations requiring immediate action.

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. In scheduling use of indoor facilities, High School Team, Associated Student Body Club, and High School Booster Club events and programs shall have first priority, use by CITY shall have second priority, and any other events by groups or agencies, including but not limited to boy/girl scouts, neighborhood associations, non-school sanctioned boosters and 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 and CITY.

e. CITY shall have use of parking areas on school sites in connection with its public parks and recreation programs at all such times as such areas are not required for the DISTRICT's use. This privilege may be revoked in full or part if use of the parking facilities results in vandalism, litter or other problems not corrected by the CITY.

f. School event or sports set-ups left overnight or throughout weekends shall not prohibit CITY use of reserved facilities. Take down and re-set of facilities shall not be a CITY responsibility.

g. DISTRICT agrees that during CITY use, control and benefit of facilities, CITY may charge admission fees, as well as fees for the use of such facilities. All monies so levied and collected by CITY shall remain the property of 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.

3. DISTRICT use of CITY Outdoor Recreation Facilities.

a. CITY hereby grants to DISTRICT the right to use public parkland, tennis courts, pools, playfields, restrooms which are presently operated by CITY, subject to the terms and conditions of this Agreement. DISTRICT shall have the right to use park property for playing purposes including, but not limited to, activities occurring on the turf, pool or sports courts, physical education classes, athletic events, outdoor education and other similar activities, unless DISTRICT use is in conflict with scheduled CITY programs or events. Any added amenities, including storage, must be mutually agreed upon by both parties including location and design.

b. DISTRICT shall have use of the parking areas with adjacent parks in connection with its instructional or interscholastic activities at all such times they are not required for the CITY's use. Use of CITY parking lots by SCHOOL shall not conflict with day to day use by park patrons. This privilege may be revoked in full or in part if use of the parking facilities result in vandalism, litter, or other problems not corrected by the DISTRICT.

4. Authority to Reserve Facilities. DISTRICT and CITY shall designate all persons with authority to reserve facilities pursuant to this Agreement. No reservation of any facility made pursuant to this Agreement shall be valid unless the person making the reservation has previously been identified in writing as having such authority to the other party.

5. Supervision. All activities sanctioned by DISTRICT shall be supervised and conducted by DISTRICT, and all activities sanctioned by CITY shall be supervised and conducted by CITY. DISTRICT and CITY shall be responsible, respectively, for said areas during the period of their respective sanctioning, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period. Each party shall ensure that certified lifeguards are on duty during its use of the other party's aquatic facility, consistent with California law.

6. Cost of Facility Use. USER shall reimburse the other party for its fair share of costs, including but not limited to, gas, electricity, chemicals, water and salaries as determined by the following formulas. The cost to the CITY for using DISTRICT facilities shall be billed at the current discounted ASB/Booster club rate. The cost to the DISTRICT for using CITY facilities shall be billed at the current partner rate. USERS may opt to trade use of facilities.

a. Aquatic Facilities:

- i. The monthly cost of USER's use of an aquatic facility shall be USER's share of operational time (as a percentage), multiplied by the total monthly costs of the aquatic facility. Total monthly costs will include total utilities and salaries, minus revenues.

b. Softball and Baseball Fields:

- i. The monthly cost to USER will be for field maintenance that is above and beyond the basic field maintenance levels, as determined by the owner of the field(s). Additional or increased field maintenance may include, but is not limited to, game preparations and clean up, facility supplies such as custodial supplies, increased agronomics and/or additional mowing. The DISTRICT shall not use or be billed for non-CIF sanctioned months of softball and baseball unless funding is provided by the user group or other group, i.e team booster club.
 - ii. USER may use fields only if such fields are reasonably determined to be playable by the other party following rain events or other circumstances that cause the field of play to be unusable.
 - iii. Maintenance costs for fields at Pistachio Regional Park shall be determined by a separate maintenance agreement, for so long as such agreement is in effect.
- c. Tennis Courts:
 - i. There shall be no monthly cost to DISTRICT for joint use. However, DISTRICT agrees to pay a portion of the Capital Improvement costs pursuant to section 6(h).
- d. All Weather Fields:
 - i. The monthly cost of USER's use of all-weather fields will be billed at an hourly rate. USER will be billed at time of reservation.
 - ii. There shall be no cost to USER for its use of the all-weather fields if such use is offered by the other party as a substitute for baseball and/or softball fields being deemed not playable by the other party pursuant to Section 5(b)(ii).
- e. Gymnasium and Meeting Rooms:
 - i. The monthly cost of USER's use of the other party's gymnasiums will be billed at an hourly rate as stated in the Policy and Procedure Manual referenced in section 6(b). USER will be billed at time of reservation.
 - ii. CITY and DISTRICT may opt to trade facility rental fees for facility use if it is determined the trade is equitable for both groups.
- g. Custodial Services. Each party shall provide all custodial services for its own indoor facilities. Any custodial costs incurred by USER as a result of USER's use in excess

of ordinary costs necessary to maintain said facilities in a neat and safe condition shall be billed directly to USER.

h. Capital Improvements. Repairs or replacement of amenities shall be discussed and negotiated for a fair share of costs between the parties in advance of making repairs or improvements, except in case of emergency repairs or replacements. Major repair work shall be coordinated no less than six (6) months in advance of on-site work, with the parties to make an effort to mutually agree on the timeline for the major repair. Where a bona fide emergency necessitates repairs or replacements without first engaging such discussions and negotiations, the parties shall discuss and negotiate in good faith for a fair share contribution after the repairs or replacements are made. This shall include end of life replacement of such amenities and/or the addition of new technology to support joint use. Each party's share of these Capital Improvement costs shall be calculated as a percentage of the party's overall use of the facility. DISTRICT shall bear the cost of any improvements required for Title IX compliance, or any other improvements DISTRICT is required to provide by law.

Annually, DISTRICT and CITY shall review the status of Capital Improvement projects which include:

- i. Planned work: projects that have been approved, budgeted and are to be scheduled for implementation during the current fiscal year. Typically, these projects include preventative maintenance at or above a \$5,000 (either per item or total combined) cost threshold and are based on volume of use, usability of the facility and demand.
- ii. Unplanned work: projects that were not anticipated to be implemented or previously approved. This can include breakdown of equipment, a new grant or funding source, emergency repairs that compromise safety, etc.
- iii. Forecasted work: based on end-of-life estimates, high cost projects that address predicted life replacements. The end-of-life estimates may be amended, deferred or updated as appropriate.

7. Miscellaneous.

a. Each party agrees to comply with the State, Federal and Placer County laws, rules, and regulations, CITY's Municipal Code and rules and regulations established by the Parks, Recreation & Libraries Department, in the use of each other's facilities under this Agreement.

b. Each party shall create a separate Policy and Procedure Manual, which shall include basic guidelines for reserving, operating, and maintaining specific facilities on its property. The Policy and Procedure Manuals of each party shall be shared with the other party prior to taking effect. The intent of the Policy and Procedure manual is to create procedural (not substantive) guidelines for reserving specific facilities, and shall not contain any provisions

which conflict with any of the terms of this Agreement and/or restrict either party's rights under this Agreement. In the event of a conflict between any provision in a Policy and Procedure Manual and this Agreement, this Agreement shall take precedence.

c. DISTRICT and CITY shall meet by May 1 and November 1 of each year to establish specific facility use schedules for the fall term and the spring/summer terms, respectively. A schedule of dates for use of DISTRICT facilities will be arranged to avoid conflict between DISTRICT and CITY use.

d. CITY may allow DISTRICT opportunities to sponsor events at joint use facilities for purposes of fundraising or other appropriate purposes. It is understood and agreed that such use shall be subject to availability.

e. If either party sponsors a special event in the Joint Use Areas which is likely to bring more people to the area than usual, such as a statewide swim meet, that party shall notify the other party and take measures necessary to reduce the risk of vandalism, malicious mischief or other undue disruption to the other party's adjacent property.

f. The use of shared facilities by CITY or DISTRICT, as set forth above, shall be to the mutual benefit of each and shall not at any time interfere with the regular conduct of school or park activities nor shall such use be inconsistent with the use of such facilities for the intended purposes.

8. Facility Maintenance and Repairs.

a. Each party shall maintain and repair all joint use facilities on its property in a neat and safe condition, and shall perform regular and reasonable inspections and caretaking necessary to maintain such neat and safe condition required in the area of all such facilities.

b. Each party shall leave joint use facilities of the other party reasonably clean after its use, 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. In such case, the property owner shall defend, indemnify and hold harmless the other from any claim or action arising therefrom.

9. Insurance. Each party hereto shall procure and maintain a policy of liability insurance or establish a self-insurance program in the manner provided by law. CITY and DISTRICT agree to maintain either minimum limits of \$1,000,000 general liability insurance per occurrence or adequate reserves for self-insurance, during the life of this Agreement. CITY and DISTRICT also agree to maintain statutory required workers' compensation insurance for their respective employees.

10. 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.

11. Termination. This Agreement shall have an effective date of July 1, 2019 and shall continue in full force and effect until December 31, 2024, unless the Agreement is terminated or extended as provided herein. The parties may renew this Agreement in writing for up to three (3) additional five (5) year terms, upon sixty (60) days written notice.

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.

12. 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.

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

14. 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 Joint Union High School District

Attn: District Superintendent

1750 Cirby Way
Roseville, CA 95661

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.

15. 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 providing the other party with sixty (60) days prior written notice and the other party's failure to commence cure and diligently prosecute such cure to completion. 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.

16. 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.

17. 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 A to add or remove school sites and parks may be executed administratively without City Council or Board of Education approval.

18. 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.

19. 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 _____, 20__, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

ROSEVILLE JOINT UNION HIGH
SCHOOL DISTRICT, a
California public school district

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
JULIE HIROTA
President, Board of Trustees

and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
DENISE HERRMANN
District Superintendent

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Assistant City Manager

Exhibit A

Joint Use Agreement Facilities		
School		Park
Adelante High School		NA
Oakmont High School		NA
Roseville High School		NA
West Park High School		Pistachio Regional Park
Woodcreek High School		



COUNCIL COMMUNICATION

CC #: 0169

File #: 0705

Title: Woodcreek High School and Mahany Park – Joint Use Agreement Amendment

Contact: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving the third amendment of the facilities Joint Use Agreement (JUA) with Roseville Joint Union High School District for Mahany Park and authorize the City Manager to execute it on behalf of the City of Roseville.

This agreement is set to expire on December 31, 2024. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement without further council approval.

BACKGROUND

In September 1993, the City entered into an agreement with Roseville Joint Union High School District (District) for the construction and joint use of the competition pool facility and the softball fields located at Mahany Park. The agreement outlined the facilities the City would build, the facilities the District (Woodcreek High School) would use and the costs to the District for the construction, school use and ongoing maintenance. In 1993, the District paid the City \$1,265,000.00 to be allocated towards construction of the aquatics complex, tennis courts and softball fields. The District also paid the City \$600,000.00 to be allocated for daily and ongoing maintenance of the facilities and capital improvement projects. The payment was made in exchange for all maintenance costs for as long as Woodcreek High School remains a school. At the time of the agreement, interest rates were significantly higher and the City used the annual interest to help offset costs of maintenance staff, materials (including chemicals) and capital projects.

In April 1998, the first amendment to the agreement was approved by Council. The purpose of the first amendment was to expand joint use to include the District's use of Mahany Park to include the Woodcreek Nature Center and Trail (WNCT) and to set forth a list of improvements. In May 2004, the second amendment to the agreement was approved by Council. The purpose of the second amendment was to change the description of the WNCT previously described in the first amendment to include additional City-owned land in the Joint Use Area for additional use by the District and to provide for the sharing of the cost of maintenance, repair and replacement of the improvements to be constructed for the WNCT.

In 2017, through the Engage Roseville process, it was recommended the City look for areas or opportunities to improve cost recovery associated with providing services to the community.

Beginning in 2018, the City and District began negotiations to create the third amendment of the JUA. The focus of the effort was to identify a cost share approach that more equitably balanced operational expenses associated with the various facility uses.

The updated agreement is designed so the District pays for its prorated costs of materials and supplies, including but not limited to pool chemicals, utilities and City employees whose primary responsibility is maintenance and improvement of District used facilities. It also includes language that requires the City to maintain services of the softball fields to levels prescribed by the City's Parks and Landscape Maintenance Services Levels for District use. Additional or specialized field maintenance requested by the District will result in the costs being charged to the District. This amendment also outlines the role for the District to contribute to capital improvement costs based on their percent of use of the Roseville Aquatics Complex and tennis courts. In addition, the agreement includes information regarding the per-use cost of the Riley Library and Roseville Sports Center meeting rooms/gymnasium, which includes a partner discount.

The agreement provides procedures for facility use fee payments. This section accounts for the District's original contribution of \$600,000.00 in 1993 and makes provision for the District to increase annual financial contributions each fiscal year.

FISCAL IMPACT

This agreement will better align the District's use of City facilities and help offset both operating and capital improvement costs. The amendment provides for gradually increasing facility use fee payments from the District for the aquatic facilities and sharing the costs of capital improvements.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The proposed third amendment to the Woodcreek High School and Mahany Park Joint Use Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kathy M. Barsotti, Recreation Manager

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-318

Third Amendment WHS Mahany Park 07.10.19

Exhibit A_Mahany Park

RESOLUTION NO. 19-318

APPROVING A THIRD AMENDMENT TO JOINT USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to joint use agreement for Woodcreek High School and Mahany Park, by and between the City of Roseville and The Roseville Joint Union High 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 amendment 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 is authorized to execute three (3) additional five (5) year term extensions of the agreement without further City Council approval.

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

**THIRD AMENDMENT TO JOINT USE AGREEMENT
(Woodcreek High School and Mahany Park)**

This Third Amendment to Joint Use Agreement (the "Third Amendment") is entered into as of the latest date set forth above the signatures below, between the City of Roseville ("CITY") and the Roseville Joint Union High School District ("DISTRICT," CITY and DISTRICT collectively referred to as "Parties") amending the Joint Use Agreement ("Agreement") dated September 14, 1993.

RECITALS

- A. DISTRICT and CITY entered into the Agreement to establish recreational facilities to serve the interest, convenience, and needs of the general public and the Parties. The Parties desire for the Agreement to remain in force and effect as amended.
- B. The Parties have previously amended the Agreement on April 1, 1998, and May 18, 2004, and desire for those amendments to remain in force and effect.
- C. DISTRICT students, families, and staff would greatly benefit from well maintained and improved facilities for use in DISTRICT events made possible through the reasonable payment of facility use fees.
- D. The Parties wish to continue their mutually beneficial relationship regarding the Mahany Park and Woodcreek Nature Center and Trail pursuant to the amended terms as outlined below.
- E. In the event of a conflict between the terms of this Third Amendment and the Agreement or any other Amendment, the terms of this Third Amendment shall prevail.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

A. Joint Use.

The DISTRICT shall maintain the joint use rights granted by CITY in the Agreement, except as otherwise agreed to by the parties. Joint use of any facilities not included in the Agreement, including but not limited to all weather fields, gymnasiums, meeting rooms, classrooms, shall be governed the Master Agreement for Joint Use of High School/Park Sites, which the parties anticipate to be executed concurrently with this Third Amendment.

B. Facility Use Fees.

1. Aquatic Facilities

DISTRICT shall be charged by CITY the prorated cost of DISTRICT's monthly use of CITY's aquatic facilities as a percentage of the facilities total use, multiplied by CITY's total monthly operational costs for the facility. CITY's total monthly costs shall include only materials and supplies, including but not limited to, pool chemicals, utilities and salaries for CITY employees whose primary responsibility is maintenance and improvement of DISTRICT used facilities, less any use and rental fees from other users. DISTRICT shall not be charged for non-CIF sanctioned water polo or swim team activities unless approved by the DISTRICT. "Utilities" are defined as gas, electricity, and water necessary for pool use.

2. Softball Fields

DISTRICT shall be charged for additional field maintenance required to maintain service levels prescribed by CITY's Parks and Landscape Maintenance Service Levels as a result of DISTRICT'S use. Such additional field maintenance may include, but is not limited to, field preparation for game use and clean-up, custodial and field maintenance supplies, increased agronomics and/or turf maintenance. DISTRICT shall not be charged for non-CIF sanctioned softball and/or baseball use, unless approved by the DISTRICT.

3. Tennis Courts

There shall be no monthly cost to DISTRICT for joint use. However, DISTRICT agrees to pay a portion of the Capital Improvement costs pursuant to section D.

C. Facility Use Fee Payment for Aquatic Facilities.

1. CITY shall first apply to the Facility Use Fees owed by DISTRICT for aquatics facilities use any interest earned during the previous fiscal year in the CITY Roseville Aquatics Complex Maintenance Fund, created with the \$600,000 DISTRICT payment pursuant to section 4(B) of the Joint Use Agreement.
2. After all interest described in section C(1) has been applied to the Facility Use Fees owed by DISTRICT, DISTRICT shall in the first fiscal year of this Third Amendment pay a maximum of \$20,000 toward any remaining Facility Use Fees due and owing.

DISTRICT's maximum payment after application of interest shall increase by \$10,000 per fiscal year and shall not exceed \$100,000 unless otherwise agreed by DISTRICT.

3. After the interest described in section C(1) and applicable maximum payment described in C(2) have been applied to Facility Use Fees due and owing by DISTRICT in the applicable fiscal year, CITY shall then apply principal from the Roseville Aquatics Complex Maintenance Fund to any remaining Facility Use Fees due and owing by DISTRICT.
4. CITY shall provide the DISTRICT an annual accounting of the Roseville Aquatics Complex Maintenance Fund.

D. Capital Improvements.

Repairs or replacement of amenities shall be discussed and negotiated for a fair share of costs between the Parties in advance of making repairs or improvements. Major repair and/or replacement work shall be coordinated no less than six (6) months in advance of on-site work, with the Parties to make an effort to mutually agree on the timeline for the major repair. Where a bona fide emergency necessitates repairs or replacements without first engaging such discussions and negotiations, the Parties shall discuss and negotiate in good faith for a fair share contribution after the repairs or replacements are made. This shall include end of life replacement of such amenities and/or the addition of new technology to support joint use. DISTRICT's share of these Capital Improvement costs shall be calculated as a percentage of DISTRICT's overall use of the facility. DISTRICT shall bear the cost of any improvements required for Title IX compliance or any other improvements DISTRICT is required to provide by law. DISTRICT's obligation to pay its fair share of Capital Improvement costs based on its proportion of use shall survive any termination of this Third Amendment for a period of five (5) years.

Annually, DISTRICT and CITY shall review the status of Capital Improvement projects which include:

- i. Planned work: projects that have been approved, budgeted and are to be scheduled for implementation during the current fiscal year. Typically, these projects include preventative maintenance at or above a \$5,000 (either per item or total combined) cost threshold and are based on volume of use, usability of the facility and demand.
- ii. Unplanned work: projects that were not anticipated to be implemented or previously approved. This can include breakdown of equipment, a new grant or funding source, emergency repairs that compromise safety, etc. To the extent possible, any unplanned work should be discussed between the Parties prior to the commencement of work.

- iii. Forecasted work: based on end-of-life estimates, high cost projects that address predicted life replacements. The end-of-life estimates may be amended, deferred or updated as appropriate and agreed upon by the Parties.

E. Termination.

This Third Amendment shall continue in full force and effect until December 31, 2024, unless terminated or extended as provided herein. The parties may extend this Third Amendment for up to three (3) additional five (5) year terms, upon sixty (60) days written notice. Following the initial five (5) year term, either party may terminate this Third Amendment with sixty (60) days written notice. If this Third Amendment is terminated, the Agreement and any subsequent Amendments shall remain in full force and effect.

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 DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

ROSEVILLE JOINT UNION HIGH
SCHOOL DISTRICT, a
California public school district

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
JULIE HIROTA
President, Board of Trustees

and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
DENISE HERRMANN
District Superintendent

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Assistant City Manager

Exhibit A: Mahany Park





COUNCIL COMMUNICATION

CC #: 0157
File #: 0704 & 0214

Title: Child Development - Services Agreement
Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to sign the agreement for child development services between the City of Roseville and the California Department of Education (CDE). Under this agreement, the City is eligible to receive a maximum reimbursable amount of \$421,883.00 in FY2019-20 to offset direct program expenses.

BACKGROUND

Beginning in 1996 the City's Adventure Club program began offering subsidized child care for qualifying families through a CDE grant. Currently, grant funds provide child care services for over 70 children enrolled at Cirby, Kaseberg and Woodbridge Adventure Clubs. The CDE has requested a resolution to authorize the City Manager to sign the contract documents for FY2019-20.

FISCAL IMPACT

Under this agreement, the City is eligible to receive a maximum reimbursement of \$421,883.00 in FY2019-20 to offset direct program expenses. Reimbursement revenue is budgeted within the Youth Development Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Grant funding allows qualifying families to receive child care services based on criteria such as household income, employment status and/or education.

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 Child Development service agreement with the California Department of Education meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-308

Child Development Services Agreement

RESOLUTION NO. 19-308

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, since 1996 the City of Roseville's Adventure Club program began offering subsidized childcare for qualifying families through a California Department of Education grant; and

WHEREAS, the California Department of Education has requested a resolution to authorize the current City Manager to sign the contract documents for Fiscal Year 2019-20; and

WHEREAS, an Agreement to cover direct childcare expense by and between the City of Roseville and the California Department of Education, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville authorizes entering into local agreement number CCTR-9165 and that the City Manager is authorized to execute it and all related forms on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**DATE:** July 01, 2019**CONTRACT NUMBER:** CCTR-9165**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 31-2191-00-9**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CITY OF ROSEVILLE

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$421,883.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	8,794.0
Minimum Days of Operation (MDO) Requirement	249

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Dominick Casey, City Manager	
TITLE Contract Manager		ADDRESS 311 Vernon St., Roseville, CA 95678	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 421,883	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 421,883	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: CITY OF ROSEVILLE

CONTRACT NUMBER: CCTR-9165

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 103,460	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2191	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 103,460	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 47,560	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2191	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 47,560	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 270,863	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2191			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 270,863	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Roseville		<i>Federal ID Number</i> 94-6000409
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dominick Casey, City Manager		
<i>Date Executed</i>	<i>Executed in the County of</i> Placer	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization'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 for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> City of Roseville		<i>Federal ID Number</i> 94-6000409
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dominick Casey, City Manager		
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Placer, California	

CO-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

See Attached

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) City of Roseville		CONTRACT # CCTR-9100 CCTR-9165
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Dominick Casey, City Manager		
SIGNATURE		DATE

CO.8 Continued

Place of Performance

All Sites are located in the City of Roseville, Placer County

Cirby Adventure Club	814 Darling Way	Roseville, CA 95678
Kaseberg Adventure Club	1040 Main St.	Roseville, CA 95678
Woodbridge Adventure Club	515 Niles Ave.	Roseville, CA 95678
Administrative Office	316 Vernon St., Suite 400	Roseville, CA 95678



COUNCIL COMMUNICATION

CC #: 0155
File #: 0109-02

Title: Water for a Warrior - Street Closure Agreement
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with Water for a Warrior on Saturday, August 3, 2019 from 5:00 a.m. - 5:00 p.m. The temporary street closure is for Vernon Street between East Washington Street and Taylor Street, and South Grant Street between Oak Street and Atlantic Street.

BACKGROUND

Water for a Warrior, anon-profit group from Roseville, has submitted a special event application to host their fourth annual Rods-N-Ribs charity fundraiser event in downtown Roseville in the Vernon Street Town Square on Saturday, August 3, 2019. The event runs from 8:00 a.m. – 3:00 p.m.

Water for a Warrior is a local non-profit whose mission is to provide combat wounded veterans, who would benefit from hydro-therapy and aquatic fitness with pools, hot tubs and other aquatic related products and services to help aid in their therapy, recovery and well-being.

The event will feature a car show, vendor fair and rib cook-off with approximately 20 teams competing. This event supports the Council goal of having a vibrant downtown. Business and property owners will continue to be notified of street closures in the downtown Roseville area through the monthly Traffic Alert e-newsletter. Staff has also submitted a Downtown Street Closure Notification letter to designated representatives of the Downtown Roseville Merchants and the Downtown Roseville Partnership. In addition, street closure information will be posted on the City of Roseville website.

FISCAL IMPACT

There will be no fiscal impact to the City budget for this event. All costs associated with this event for City services will be reimbursed by Water for a Warrior.

ECONOMIC DEVELOPMENT / JOBS CREATED

Exposure could potentially have a positive impact to the businesses in the downtown area.

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 Water for a Warrior event meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-306

Street Closure Agreement

RESOLUTION NO. 19-306

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATER
FOR A WARRIOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding the Water for a Warrior Rods – n – Ribs Cook Off event, between the City of Roseville and Water for a Warrior, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND

TEMPORARY STREET CLOSURE

Event: Water for a Warrior Rods – n – Ribs Cook Off

THIS AGREEMENT is made and entered into this 1 day of August, 2019, by and between the City of Roseville, a municipal corporation ("CITY"), and Water for a Warrior, a California nonprofit corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the Water for a Warrior Rods – n – Ribs Cook Off ("Event") to be held on Saturday, August 3, 2019; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 5:00 a.m. and 5:00 p.m. on Saturday, August 3, 2019:
 - a. Vernon Street, between Taylor Street and East Washington Boulevard;and
 - b. S. Grant Street, between Oak and Atlantic Streets.
3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys

leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 5:00 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

10. PROMOTER shall obtain security services for the Event as required by the Roseville Police Department. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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

CITY OF ROSEVILLE, a
municipal corporation

WATER FOR A WARRIOR,
a California nonprofit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____
CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Assistant City Manager



COUNCIL COMMUNICATION

CC #: 0147
File #: 0704-02

Title: Biological Monitoring Services - Contract Amendment
Contact: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt a resolution authorizing the City Manager to execute the first amendment to the professional services agreement for Biological Monitoring Services between the City of Roseville and Vollmar Natural Lands Consulting, Inc.

BACKGROUND

The City of Roseville owns and manages approximately 5,000 acres of open space lands. Of this, approximately 1,400 acres are designated as formal Preserves. These Preserve areas were established as part of the federal wetland permitting that authorized the development of nearby areas, and are managed in accordance with the City's Open Space Preserve Overarching Management Plan (OSPOMP). Each Preserve area requires monitoring and reporting, as stipulated in the OSPOMP. Funding for Preserve OSPOMP implementation is provided by Preserve endowments, community facility districts (CFDs), or lighting and landscape districts (LLDs) managed by the City, or a combination thereof. Because monitoring and reporting functions require biological expertise, the City typically contracts out this work and pays for these services using the aforementioned funding sources.

In 2015, the City issued a Request for Proposals for Preserve monitoring and reporting services. In response, Vollmar Natural Lands Consulting submitted a proposal to conduct the required annual monitoring for a five year period. Vollmar Consulting's proposal was subsequently selected as the best value for the City. As a result, in April 2016, the City entered into a five year Professional Services Agreement with Vollmar Consulting for a total not-to-exceed amount of \$552,510.00 for Preserve monitoring and reporting services. Since the inception of the contract, additional preserve areas have been dedicated to the City as part of the West Roseville Specific Plan that require biological monitoring and reporting services. The City added vernal pools that were not originally included in monitoring and Residual Dry Matter surveys to meet requirements of the OSPOMP. Additionally, the City entered into a new Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife Service (CDFW). This regulatory document allows the City to conduct routine maintenance activities within the creek system and floodplain for flood conveyance and environmental protection. Maintenance of portions of the creek system is funded by the General Fund. The new RMA contains specific regulations the

City must follow, which includes additional monitoring and reporting requirements for habitat surveys and bird nesting surveys, prior to performing any maintenance activity.

Due to the additional dedicated preserve areas and new RMA regulations requiring additional monitoring and reporting, staff recommends amending the contract to increase the not-to-exceed amount to \$670,110.00 to ensure the City can complete the additional biological monitoring tasks required. Services will include:

- Biological Monitoring, per OSPOMP for newly dedicated preserve areas
- Additional Vernal Pool and Residual Dry Matter surveys, per OSPOMP
- Habitat and Nesting Bird surveys, per RMA for creek maintenance

FISCAL IMPACT

The first amendment to the professional services agreement for Biological Monitoring is \$117,600.00. The amendment will be funded with \$71,393.00 from the Open Space Maintenance Fund and \$46,207.00 from the Parks, Recreation & Libraries Department operating budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will result in a direct or reasonable foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statue §21065 and CEQA State Guidelines §15060 (c)(3) and §15378. The professional services agreement amendment for Biological Monitoring services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Castelluccio, Open Space Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-302

Biological Monitoring_Amendment to Service Agreement

Exhibit A_Biological Monitoring Scope of Work

RESOLUTION NO. 19-302

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND VOLLMAR NATURAL LANDS
CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for biological
monitoring services, by and between the City of Roseville and Vollmar Natural Lands
Consulting, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Biological Monitoring Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Vollmar Natural Lands Consulting, Inc., a California corporation ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated April 1, 2015 ("Agreement") regarding biological monitoring services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 23, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred seventeen thousand, six hundred dollars (\$117,600.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to six hundred seventy thousand, one hundred ten dollars (\$670,110.00)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

VOLLMER NATIONAL LANDS
CONSULTING, a California corporation

BY: John Vollmar
its: John Vollmar, President

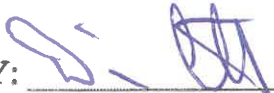
and
BY: John Vollmar
its: John Vollmar, Secretary

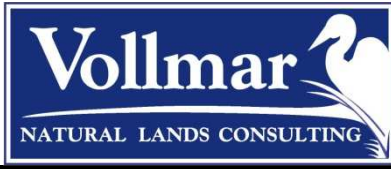
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Assistant City Manager



BAY AREA OFFICE
1720 Solano Ave
Berkeley, CA 94707
Phone: 530/559-9603
www.vollmarconsulting.com

MEMORANDUM

To: Brian Castelluccio, Open Space Superintendent – City of Roseville

Date: 5/23/19

From: Linnea Neuhaus – Vollmar Natural Lands Consulting

No. Pages: 3

Subject: Scope and Budget for Additional Biological Monitoring Tasks Conducted in 2018 and 2019 for the City of Roseville

Thank you for the opportunity to submit this scope of work and budget for additional biological monitoring tasks within the City of Roseville (City). Vollmar Natural Lands Consulting (VNLC) is currently under contract with the City to provide annual biological monitoring services within the open space preserves. This contract began in 2014 and expires at the end of 2019. Beginning in 2018, several different monitoring tasks were added to the biological monitoring, in addition to original scope. These tasks include vernal pool and upland monitoring surveys in additional preserves, two newly dedicated preserve added to the annual monitoring, and new survey requirements for the City's Streambed Alteration Agreement for Routine Maintenance Activities and with California Department of Fish and Wildlife.

SCOPE OF WORK

We have developed the following five tasks and associated subtasks and they are described in detail below.

Task 1. Additional 2019 Vernal Pool Preserve Surveys

Task 2. Additional 2018/2019 Residual Dry Matter Surveys

Subtask 2a. Additional 2018 Residual Dry Matter Surveys

Subtask 2b. Additional 2019 Residual Dry Matter Surveys

Task 3. Routine Maintenance Agreement Surveys

Subtask 3a. Special-status Species Habitat Surveys

Subtask 3b. Nesting Bird Surveys

Task 4. Reason Farms Monitoring

Task 5. Additional West Plan Acreage

Task 1. Additional 2019 Vernal Pool Preserve Surveys

According to the City of Roseville Open Space Preserve Overarching Management Plan (OSPOMP), wet season and dry season vernal pool surveys are required for preserves containing vernal pool habitat. In 2018, the City recognized three preserves that contain vernal pool habitat for which vernal pool monitoring was not required, and had not been previously conducted. These preserves are Commerce Center 65, Rose Park, and West Roseville Specific Plan (Parcel 8).

Beginning in 2019, these three preserves will be included in the annual wet and dry season surveys. The cost of adding these three preserves includes two wet season vernal pool surveys and one dry season vernal pool survey, and associated data analysis and reporting. The OSPOMP states that a minimum of 10% of vernal pools within a preserve (or at least five) should be monitored annually. Based on our past field surveys and the original preserve maps included in Appendix 20 of the OSPOMP, we estimated that there are approximately seven vernal pools in Commerce Center 65, 22 vernal pools in Rose Park, and three vernal pools in West Roseville Specific Plan (Parcel 8). Thus, we have proposed to survey five pools in Commerce Center 65, five pools in Rose Park, and three pools in West Roseville Specific Plan (Parcel 8), for a total of thirteen additional pools. *Total budget: \$7,090*

Task 2. Additional 2018/2019 Residual Dry Matter Surveys

Subtask 2a. Additional 2018 Residual Dry Matter Surveys

Subtask 2b. Additional 2019 Residual Dry Matter Surveys

Residual dry matter (RDM) monitoring is an important tool for assessing the impacts of the goat grazing program within the preserves. In our original 2014 scope and budget, ten preserves were selected for RDM monitoring. These ten were randomly selected to prevent potential bias. However, because they were randomly selected, several preserves containing vernal pool habitat have never been included in RDM monitoring, despite being included in the goat grazing program. In 2018 five additional preserves were added to the RDM monitoring: Silverado Oaks, Woodcreek West, Woodcreek Oaks City, Foothill Business Park, and Commerce Center 65. Commerce Center 65 contains vernal pool habitat and is not part of the grazing program. RDM monitoring in both grazed and un-grazed preserves provides valuable data that is used to inform management recommendations, and the additional RDM data from these five preserves will be very useful for providing a more complete picture of the benefit (or lack thereof) of the grazing program and overall health of vernal pool and associated upland grasslands within the preserves. *Total budget: \$4,510*

Task 3. Routine Maintenance Agreement Surveys

The Streambed Alteration Agreement for Routine Maintenance Activities between the City and the California Department of Fish and Wildlife expired and was re-negotiated in March 2017. CDFW now requires specific surveys to be conducted prior to commencement of routine maintenance work within jurisdictional waters or associated riparian habitat or floodplains. This task includes two types of required surveys (special-status species habitat mapping and nesting bird surveys) conducted on an on-call basis in 2018 and 2019. *Total budget: \$92,414*

Subtask 3a. Special-status Species Habitat Surveys

A Designated Biologist (or Department-approved biological monitor) is required to conduct special-status species habitat mapping for any stream segment in which routine maintenance work will be performed. This mapping expires after two years. Two VNLC biologists conduct the habitat mapping by walking both sides of each stream segment (where possible) and documenting any potential habitat for special-status species such as: western spadefoot (*Spea hammondi*), burrowing owl (*Athene cunicularia*), tricolored blackbird (*Agelaius tricolor*), western pond turtle

(*Actinemys marmorata*), and California black rail (*Laterallus jamaicensis coturniculus*). Survey results are compiled into a short report with maps and photos, and submitted to the City.

Subtask 3b. Nesting Bird Surveys

A Designated Biologist is required to conduct a nesting bird survey within 5 days of the start of any maintenance work occurring between February 1 and August 31 within jurisdictional creeks and riparian areas in Roseville. Focused surveys for nesting birds are conducted by two VNLC biologists. The biologists traverse the entire work area, checking the ground, shrubs, trees, and any structures for nests. Where possible, the biologists also survey within a 500-foot radius of the work area. The biologists also spend time watching surrounding bird activity for any signs of nesting behavior, such as carrying food or nesting material. Survey results are compiled the following day into a short report with map and photos, and submitted to the City.

Task 4. Reason Farms Monitoring

Reason Farms Environmental Preserve is a 228-acre off-site preservation and creation/restoration mitigation site owned by the City. The initial ten year mitigation monitoring requirement was completed in 2017, and the preserve moved into perpetual annual preserve monitoring in 2018. Monitoring will occur every other year, as specified in the Reason Farms Operations and Management Plan. Despite having a separate management plan, the monitoring requirements are similar enough that Reason Farms monitoring can be conducted concurrently with the rest of the open space preserve monitoring. Three surveys are conducted at Reason Farms: wet season and dry season vernal pool surveys, and a summer biological inspection survey. These surveys will be conducted in even years only (2018). *Total budget: \$7,795*

Task 5. Additional West Plan Acreage

Additional 39 acres of preserve from West Roseville Specific Plan was added to the biological monitoring. *Total budget: \$5,791*

BUDGET

The budget for completing the additional monitoring tasks in 2018 and 2019 is **\$117,600**. This budget is outlined by task and subtask in **Table 1** below. This budget is based on hourly labor rates consistent with those under our current monitoring contract with the City.



COUNCIL COMMUNICATION

CC #: 0150
File #: 0800-03

Title: California Assembly Bill 32 Annex to the International Swaps and Derivatives Association Master Agreement

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

Meeting Date: 7/10/2019
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the California Assembly Bill 32 ("AB32") Annex to the International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreement with Macquarie Energy, LLC ("Macquarie") to meet California's Greenhouse Gas (GHG) Cap-and-Trade Program requirements.

BACKGROUND

California's Greenhouse Gas Law (AB 32) requires Roseville to procure allowances for every ton of greenhouse gas for which it is responsible. Most of Roseville's GHG requirements can be met with free allowances that were provided to Roseville as part of the law. There are exceptions where Roseville cannot use free allowances and in these cases, Roseville can purchase allowances through California's Greenhouse Gas (GHG) Cap-and-Trade program or through a secondary market. The AB32 Annex to the ISDA agreement would enable Roseville to participate in the secondary market.

The ISDA with Macquarie was approved by the City Council on October 19, 2011 in Resolution 11-404. The California AB32 Annex to the ISDA is a relatively new industry standard contract for AB32 compliance instruments (i.e. greenhouse gas allowances). There is no cost associated with the execution of this agreement.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the California AB32 Annex to the ISDA agreement as it is only an enabling agreement. There are no transactions currently pending under the proposed California AB32 Annex. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of the California AB32 Annex to the ISDA agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-303

ISDA Master Agreement Amendment Macquarie Energy, LLC

RESOLUTION NO. 19-303

APPROVING AN AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC. MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an amendment to the International Swap And Derivatives Association, Inc. Master Agreement, by and between the City of Roseville and Macquarie Energy, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ISDA

International Swap and Derivatives Association, Inc.

AMENDMENT

dated as of May 6, 2019

to the

ISDA MASTER AGREEMENT

dated as of August 31, 2011

between

City of Roseville ("Party A")

And

Macquarie Energy LLC ("Party B")

WHEREAS the parties have previously entered into that certain 1992 ISDA Master Agreement dated August 31, 2011 (collectively with the Schedule and Credit Support Annex thereto, each as amended from time to time, the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as set forth in this Amendment (the "Amendment").

Accordingly, in consideration of the mutual agreements contained in herein, the parties agree as follows:

1. Amendment to the Agreement

With effect on and from the date of this Amendment, the Agreement is amended as follows:

- (a) **California AB32 Product Annex**. A new Part 8 is added to the Agreement in the form attached hereto as Attachment A.

2. Representations

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.

3. Miscellaneous

- (a) ***Entire Agreement; Restatement.***

- (i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (ii) Except for any amendment to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provision

on the date of this Amendment. References to the Agreement will be to the Agreement, as amended by this Amendment.

- (b) **Amendments.** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement. All other provisions of the Agreement not expressly amended herein shall remain in full force and effect.
- (c) **Counterparts.** This Amendment may be executed and delivered in counterparts, each of which will be deemed an original.
- (d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- (e) **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

IN WITNESS WHEREOF the parties have executed this document as set forth below with effect from the date specified on the first page of this document.

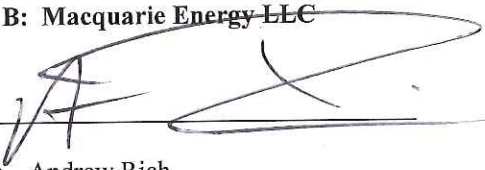
Party A: City of Roseville

By: _____

Name: _____

Title: _____

Party B: Macquarie Energy LLC

By:  _____

Name: Andrew Rich

Title: Division Director

By:  _____

Name: Patricia Donnelly

Title: Division Director – CGM Legal

ATTACHMENT A

Part 8. CALIFORNIA AB32 PRODUCT ANNEX

to the Schedule to the ISDA Master Agreement

dated as of August 31, 2011

between

CITY OF ROSEVILLE
("Party A")

and

MACQUARIE ENERGY LLC
("Party B")

This AB32 Product Annex (this "AB32 Product Annex") supplements, forms part of, and is subject to the above-referenced Agreement and is part of the Schedule thereto.

(a) AB32 Transactions under this Agreement; Credit Support Documents

(i) AB32 Transactions under this Agreement. The provisions of this AB32 Product Annex shall apply solely to transactions between the parties for the purchase or sale of AB32 Products (collectively, "AB32 Transactions"). All AB32 Transactions will be deemed to have been entered into in accordance with the terms of this Agreement and shall be Transactions for all purposes of this Agreement. In the event of any inconsistency among or between the other provisions of this Agreement and this AB32 Product Annex, this AB32 Product Annex will govern with respect to AB32 Transactions. In the event of any inconsistency between the Confirmation for a AB32 Transaction and this AB32 Product Annex, the Confirmation will govern with respect to such AB32 Transaction, except as provided in clause (a)(ii) with respect to Outstanding AB32 Transactions.

(ii) Applicability to Outstanding AB32 Transactions. AB32 Transactions executed by the parties prior to the effectiveness of this AB32 Product Annex and selected under clause (k) ("Outstanding AB32 Transactions") shall be Transactions and shall be subject to the terms and conditions of this Agreement upon effectiveness of this AB32 Product Annex, unless otherwise agreed in writing by the parties with respect to one or more specific Outstanding AB32 Transactions. All confirmations evidencing such Outstanding AB32 Transactions shall constitute "Confirmations" within the meaning of this Agreement that supplement, form part of and are subject to this Agreement. If any confirmation issued or entered into with respect to one or more Outstanding AB32 Transactions pursuant to the terms of a master agreement or in a form that contains provisions that are not directly related to the commercial terms of the Transaction and that are inconsistent with or duplicative of the terms and conditions of this Agreement (such master agreement or the portion of such Confirmation containing such non-commercial terms being referred to herein as the "Prior Master Agreement"), then, notwithstanding any provision of this Agreement to the contrary, the terms of the Schedule and the pre-printed form of this Agreement shall automatically supersede such Prior Master Agreement effective upon the effectiveness of this AB32 Product Annex.

(b) Performance Obligations

(i) Seller's and Buyer's Obligations. With respect to each AB32 Transaction, Seller shall sell and Deliver, or cause to be Delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the AB32 Product at the Delivery Point, and Buyer shall pay Seller the Contract Price. However, with respect to options, the obligations set forth in the preceding two sentences shall only arise if the option is exercised in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the AB32 Product or its Delivery of the AB32 Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the AB32 Product or its receipt from and after Receipt.

(c) Remedies for Failure to Deliver or Receive

(i) Seller Failure. If Seller fails to schedule and/or Deliver all or part of the AB32 Product pursuant to a AB32 Transaction, and such failure is not excused under the terms of the AB32 Product or by Buyer's failure to perform, then Seller shall pay Buyer on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified in clause (k), within five (5) Local Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price (as defined below). The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

(ii) Buyer Failure. If Buyer fails to schedule and/or receive all or part of the AB32 Product pursuant to a AB32 Transaction and such failure is not excused under the terms of the AB32 Product or by Seller's failure to perform, then Buyer shall pay Seller on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified in clause (k), within five (5) Local Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price (as defined below) from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

(d) Payment

(i) Billing Period. Unless otherwise specifically agreed upon by the parties, the calendar month shall be the standard period for all payments pursuant to any AB32 Transaction under this Agreement (other than payments due as a result of the designation of an Early Termination Date). As soon as practicable after the end of each month, each party will render to the other party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

(ii) Timeliness of Payment. Under clause (k) and/or in a Confirmation, the following shall apply with respect to the timing of when payment obligations are due in relation to AB32 Transactions:

Unless otherwise agreed by the parties, all invoices for payment pursuant to a AB32 Transaction shall be due and payable in accordance with each party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice or, if such day is not a Local Business Day, then on the next Local Business Day.

Each party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Default Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(e) Taxes

(i) Cooperation. Each party shall use reasonable effort to implement the provisions of and to administer this Agreement insofar as it applies to AB32 Transactions in accordance with the intent of the parties to minimize all Taxes, so long as neither party is materially adversely affected by such efforts.

(ii) Taxes. Notwithstanding Section 2(d) of this Agreement, Seller shall pay or cause to be paid all Taxes imposed by any government authority on or with respect to the AB32 Product or a AB32 Transaction arising

prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the Product or a AB32 Transaction from and after Receipt (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Taxes which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by law or regulation to remit or pay Taxes which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Taxes from the sums due to Seller under this Agreement. Nothing shall obligate or cause a party to pay or be liable to pay any Taxes for which it is exempt under the law.

(f) Miscellaneous

(i) Limitation on Condition Precedent. Section 2(a)(iii) of the Agreement is hereby amended by adding the following phrase at the end of clause (1) immediately before the last comma of such phrase:

“(provided, however, that in relation to any Transaction that is an AB32 Transaction, if an Event of Default occurred and is continuing for longer than ten (10) Local Business Days without an Early Termination Date being designated, then the condition specified in this clause (i) will cease to be a condition precedent to the obligations under Section 2(a)(i)).”

(ii) Events of Default.

(A) With respect to all AB32 Transactions, the words “or delivery” are hereby deleted in Section 5(a)(i) of this Agreement.

(B) With respect to all AB32 Transactions, the words “(or to deliver or receive the Emissions Product, the exclusive remedy for which is provided in clause (c) of the Part 6 of the Schedule)” are hereby added at the end of the parenthetical of Section 5(a)(ii)(1) of this Agreement.

(iii) Holding Accounts. Seller shall be responsible for all expenses associated with establishing and maintaining Seller's Holding Account, paying expenses associated with the issuance and transfer fees for the AB32 Product, and transferring the AB32 Product from Seller's Holding Account to the Delivery Point in accordance with the terms of the Transaction. Each party will be responsible for the payment of any broker's fees incurred by it in connection with entering into any AB32 Transactions hereunder. If the AB32 Product is rejected by the Executive Officer as a result of Buyer exceeding its holding limit provided in Section 95920 of the Cap and Trade Regulations or Buyer failing to take any action with its Holding Account necessary for Receipt, clause (c) applies, and Seller shall not have failed to make such Delivery. Buyer and Seller agree to maintain their respective Holding Accounts through Registries in the state of California.

(iv) Further Assurances. Each party will provide to the other any reasonably requested information or documentation required to implement Delivery, cooperate to cause Delivery to occur, and comply with any and all applicable procedures and requirements of Applicable Law relating to the recording and transfer of the AB32 Product.

(v) Indemnity. Each party shall indemnify, defend and hold harmless the other party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such party as provided for herein. Each party shall indemnify, defend and hold harmless the other party against any Taxes for which such party is responsible. “Claims” as used herein shall include civil and criminal sanctions and penalties. Notwithstanding the foregoing, in no event shall either party be responsible for claims arising from or relating to the other party's gross negligence or willful conduct.

(vi) Transfer of Ownership. When transferring AB32 Product in an AB32 Transaction, whether or not the particular AB32 Product constitutes property, (a) Seller transfers any and all, and the exclusive, Emission Rights relating to that AB32 Product, as well as the exclusive right to claim ownership and use of the AB32 Product, and (b) Buyer gains the right, exclusive to the full extent applicable, to verify, certify and otherwise take advantage of the rights, claims, ownership and Emission Rights in the AB32 Product.

(vii) Offset Credits. With respect to Offset Credits, without limiting clauses (g)(i) and (g)(ii) of this AB32 Product Annex:

(A) Seller disclaims any representation or warranty concerning the effect of any purchase or sale with respect to Buyer's Quantitative Usage Limit.

(B) Seller will (a) select Verifiers in accordance with AB32 and (b) be responsible for all costs of Verifiers.

(C) Seller shall ensure that no other person or entity not authorized by Buyer may claim the benefit or use of the Offset Credits or any part thereof or Emission Rights relating thereto.

(D) Seller covenants that it will not at any time double claim, double report, or double count Delivered Offset Credits, and agrees that such covenant will survive Delivery, any termination of this Agreement and any Cancellation of any AB32 Transaction.

(E) Seller represents and warrants that the Project is listed by an Offset Credit Registry and meets all of the requirements for Projects under AB32.

(F) Seller shall cause permanent retirement in the original Offset Credit Registry with respect to any Offset Credit issued by CARB for early action.

(viii) Tariffs. Tariffs do not apply to AB32 Transactions unless specifically so stated in the AB32 Confirmation and provided under applicable law.

(g) Additional Representations, Warranties and Covenants.

(i) Mutual Representations and Warranties. On the date of this AB32 Product Annex and on each Trade Date, each party represents and warrants to the other what it has represented and warranted in Section 3 of the Master Agreement and also that: (i) it is an "eligible commercial entity" and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(17) and 1a(18), respectively; (ii) the parties enter into each AB32 Transaction intending it to be physically settled with Delivery of the AB32 Product and not to be financially settled or to otherwise constitute a "swap" within the meaning of Commodity Exchange Act §1a(47); and (iii) all applicable information, documents or statements that have been furnished in writing by or on behalf of it to the other party in connection with this Agreement are true, accurate and complete in every material respect and do not omit a material fact that would otherwise make the information, document or statement materially misleading.

(ii) Warranties and Certain Covenants of Seller. With respect to each AB32 Transaction and the AB32 Product thereunder, Seller represents and warrants to Buyer that: (i) to the extent the AB32 Product constitutes property rights, Seller has good and marketable ownership to such AB32 Product; (ii) Seller has not, under any AB32 or otherwise, sold to any other person or entity, or retired for its own benefit the AB32 Product or any part thereof; (iii) the AB32 Product meets the specifications set forth in the AB32 Transaction; and (iv) the AB32 Product complies with AB32 as of the Trade Date, or would have complied with AB32 as of the Trade Date if the AB32 Product existed as of the Trade Date, and, for an AB32 Transaction that is Regulatorily Continuing, also as of the Delivery Date.

(iii) Attestations; Records. Seller is responsible for (a) the truthful and complete submission of all attestations that are required pursuant to AB32 under the AB32 Transactions and (b) the safe, secure, and accessible storage thereof. Seller shall have no obligation to retire or otherwise submit AB32 Product to CARB or any other Governmental Authority for Buyer's AB32 compliance. Seller shall maintain all records relating to Allowances for two years from Delivery Date, and all records relating to Offset Credits for nine years from Delivery Date. Upon Buyer's request, Seller shall provide copies of its documentation and records including all documents that Buyer is required to maintain or provide to CARB in accordance with AB32 with respect to the AB32 Transaction. Seller

shall maintain adequate records to assist Buyer or CARB in meeting any present or future reporting, verification, transfer, registration, or retirement requirements associated with the AB32 Product. Nothing in this Annex limits or waives any obligations of Seller to keep records or provide attestations provided in AB32.

(h) Additional Terms Respecting Remedies; Force Majeure

(i) Force Majeure. To the extent either party is prevented by Force Majeure from carrying out, in whole or part, its obligations under any AB32 Transaction and such party (the "Claiming Party") gives notice and details of the Force Majeure to the other party (the "non-Claiming Party") as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such AB32 Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

(ii) Scope of Force Majeure. Force Majeure may not be based upon change in Applicable Law or Government Action, any change in the price or value of AB32 Product in the market generally; any disability or penalty arising with respect to a party as a result of the failure to comply with AB32; change in the Auction Reserve Price or the Allowance Price Containment Reserve Price, as those terms are used in the Cap and Trade Regulations; change in the manner of distribution or allocation of Allowances to regulated entities by CARB; or changes to the number of Allowances that may be purchased or retired by non-regulated or opt-in entities. In the case of a party's obligation to make payments hereunder, Force Majeure will be only an event or act of Force Majeure that on any day disables generally in the city in which a party's invoice payment employees work access to the nation's banking system.

(iii) Not a Penalty. The parties intend that no remedy or amount due hereunder represents a penalty to the Defaulting Party.

(iv) Registry Suspension Event. If a party is unable to Deliver or receive AB32 Product due to the occurrence of a disruption in Deliveries caused by the Registry which is not subject to clause (i) and is not within the reasonable control of, or the result of the negligence of, such party, which such party was unable to avoid by the exercise of due diligence, and affects in generally the same manner other users of the Registry seeking to make a similar use of the Registry (a "Registry Suspension Event"), such party shall provide the other party with written notice and full details within two (2) Local Business Days of the Registry Suspension Event. In the event of a Registry Suspension Event, the parties will use their best efforts to cause Delivery and Receipt of the applicable AB32 Product and give effect to the original intention of the parties. No Party will be relieved due to a Registry Suspension Event from any obligation to provide any notice or make any payments due. A Registry Suspension Event excuses Delivery and Receipt while it is pending, and alone is not an event of Force Majeure.

(i) Change in Applicable Law

(i) Government Action.

(A) Unless otherwise provided in an AB32 Transaction, upon the occurrence of Government Action but subject to clause (i)(B) below, either party shall, notwithstanding Section 6(a) or 6(b) of the Master Agreement, be entitled to terminate and cancel (any such termination and cancellation, a "Cancellation") any and all affected AB32 Transactions. In the event of any such Cancellation, neither party shall have any further payment or performance obligations under the Cancelled AB32 Transactions; provided, however, that the parties shall remain liable for (1) any payments due for, and all other obligations that may lawfully be performed respecting, AB32 Product Received prior to such Cancellation and Seller shall refund to Buyer, to the extent it is lawful to do so, any amount previously paid by Buyer for any AB32 Product not Received prior to such Cancellation and (2) any Settlement Amount to the extent required in the relevant Confirmation. Unless otherwise set forth in the relevant Confirmation, neither party shall have any rights to, or obligations or liability for, payment of a Settlement Amount for or as a result of any

Cancellation of any AB32 Transaction. For the avoidance of doubt, Cancellation of AB32 Transactions shall not terminate or affect the Agreement or any other Transactions thereunder and shall not be deemed to be an "Additional Termination Event" under the Agreement or for any other Transactions.

(B) During a Program Interim Suspension, the Delivery Date automatically extends such that neither party has an obligation to Deliver or Receive the AB32 Product to the extent prevented by the Government Action. If the appeal or further process resulting in a Program Interim Suspension is terminated, lifted or ceases to apply within a Commercially Reasonable Period following the effective date of the Government Action, then the parties shall immediately resume performance under the terms of the AB32 Transaction in good faith. If the appeal or further process resulting in a Program Interim Suspension is not terminated or lifted within a Commercially Reasonable Period following the effective date of the Government Action, then the Program Interim Suspension will constitute Government Action on the basis of which the affected AB32 Transactions will be subject to Cancellation by either party in accordance with clause (i)(A) of this AB32 Product Annex.

(C) Notwithstanding the foregoing, (a) no AB32 Transaction will be subject to Cancellation or otherwise affected by Government Action that is specific to a party and that is taken by a Governmental Authority on the basis of any actual or alleged violation of any Applicable Law by such party and (b) Government Action and Program Interim Suspension do not suspend or abrogate any other right of a party to terminate an AB32 Transaction or exercise a remedy hereunder not relating to such Government Action, such as such a right arising pursuant to an Event of Default or Termination Event.

(ii) Governing Law. Notwithstanding Section 13(a) of the Master Agreement or anything to the contrary elsewhere in this Agreement, the creation, issuance, transfer, tracking and retirement of AB32 Product shall be governed by the laws, rules and regulations of California.

(j) Definitions.

(i) For the purposes of this AB32 Product Annex, the following definitions apply:

- i. "AB32" means the California Global Warming Solutions Act of 2006 and the Cap and Trade Regulations, and, with respect to any AB32 Transaction that is Regulatorily Continuing, as each may be amended from time to time.
- ii. "AB32 Product" means the Allowance, Offset Credit, Early Action Offset Credit to be delivered in a particular AB32 Transaction.
- iii. "AB32 Transaction" is defined in clause (a)(i) of this AB32 Product Annex.
- iv. "Allowance" means California GHG Allowances, as such term is defined in the Cap and Trade Regulations, and excludes Offset Credits.
- v. "Applicable Law" means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to AB32 or any one or both of the parties or the terms hereof.
- vi. "Auction" is defined in the Cap and Trade Regulations.
- vii. "Buyer" means the party receiving the AB32 Product under a AB32 Transaction.
- viii. "Cal EPA" means the California Environmental Protection Agency.

- ix. "Cancellation" is defined in clause (i)(i)(A) of this AB32 Product Annex.
- x. "Cap and Trade Regulations" means the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (CCR Title 17, Subchapter 10, Articles 2 and 5 respectively) promulgated by CARB pursuant to the California Global Warming Solutions Act of 2006.
- xi. "CAR" means the Climate Action Registry.
- xii. "CARB" means the California Air Resources Board.
- xiii. "Carbon dioxide equivalent" or "CO₂e" means the number of metric tons of CO₂ emissions with the same global warming potential as one metric ton of another Greenhouse Gas.
- xiv. "CCR" means California Code of Regulations.
- xv. "CEC" means the California Energy Commission.
- xvi. "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- xvii. "Climate Reserve Tonnes" or "CRTs" means a climate reserve tonne that has been issued by CAR and that meets all of the requirements of and has been certified and verified in accordance with the applicable Protocol and includes any and all Emissions Rights.
- xviii. "Commercially Reasonable Period" is defined in clause (k) of this AB32 Product Annex.
- xix. "Compliance Offset Protocol" is defined in the Cap and Trade Regulations.
- xx. "Contract Price" means the price in \$U.S. (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the AB32 Product, as specified in the Transaction.
- xxi. "Costs" means, with respect to a party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such party.
- xxii. "CPUC" means the California Public Utilities Commission.
- xxiii. "Deliver," "Delivered" or "Delivery" means the transfer by Seller to Buyer of the Quantity of the AB32 Product to the Delivery Point in accordance with AB32.
- xxiv. "Delivery Date" means the date specified in the AB32 Transaction by which Seller shall Deliver AB32 Product to the Buyer.
- xxv. "Delivery Point" is Buyer's Holding Account unless otherwise specified in the relevant Confirmation.
- xxvi. "Direct Environment Benefit" refers to the requirement under AB398 that offsets have a direct environmental benefit to California and further as set out in any AB32 regulations propagated as a result of AB398

- xxvii. "Early Action Offset Credit" is defined in the Cap and Trade Regulations.
- xxviii. "Early Action Offset Program" is defined in the Cap and Trade Regulations.
- xxix. "Emission Rights" means any present or future right, interest, claim, credit, entitlement, benefit or allowance to emit present or future gases arising from, resulting from or in connection with any AB32 Product and includes any right that may be created under any present or future Applicable Law.
- xxx. "Executive Officer" means the executive officer of CARB.
- xxxi. "Force Majeure" means an event or circumstance which prevents one party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming party, and which, by the exercise of due diligence, the Claiming party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply; or (iv) Seller's ability to sell the Product at a price greater than the Contract Price.
- xxxii. "Government Action" means for any particular AB32 Transaction an action by a Governmental Authority that is not a party that renders Delivery or Receipt illegal, unconstitutional, unenforceable or impossible, including repeal of AB32 or the issuance by a Governmental Authority of an order, decision or other legally binding action that enjoins, stays or otherwise restrains the legal effectiveness and implementation of the Registry, AB32 or the legal ability of CARB to implement or enforce AB32, other than a sanction or penalty imposed specifically on a party for the failure to comply with AB32, such that either party cannot fulfill its obligations hereunder to Deliver or Receive AB32 Product, unless that part of AB32 that pertains to the AB32 Product has been replaced and superseded materially in its entirety with a compliance obligation for which the AB32 Product and its Delivery and Receipt is permitted pursuant to Applicable Law to be used for compliance therewith. Government Action specifically excludes an action of a court having jurisdiction over the bankruptcy of a party.
- xxxiii. "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Law and includes any department, commission, bureau, board, administrative agency or regulatory body of any government and includes FERC, the Cal EPA, CARB, CEC and CPUC.
- xxxiv. "Greenhouse Gas" or "GHG" is defined in the Cap and Trade Regulations.
- xxxv. "Holding Account" means the account, located in the State of California, in the Registry that an entity receives when it registers with CARB or the appropriate Governmental Authority pursuant to the Cap and Trade Regulations.
- xxxvi. "Offset Credit" means an offset credit issued by CARB pursuant to the Cap and Trade Regulations or by a program approved by CARB pursuant to Cap-and-Trade Regulations and that qualifies for compliance use on each Delivery Date and otherwise meets all requirements of the Cap and Trade Regulations and other applicable regulations and, if the AB32 Transaction is Regulatorily Continuing, as each may be amended from time to time.

- xxxvii. "Offset Credit Registry" means (i) CARB or (ii) an Offset Credit Project Registry approved by CARB specified in the AB32 Transaction.
- xxxviii. "Penalties" means, with respect to the performing party, the present value of any alternative compliance payments, penalties, fines or fees imposed or assessed against the performing party by CARB or Governmental Authority under AB32 on account of Delivery and Receipt not occurring on the Delivery Date, as determined by the performing party in a commercially reasonable manner; provided that any of the same that are imposed or assessed against the performing party due to the performing party's pre-existing adverse compliance record shall not be included in such determination, and provided further that performing party shall, redacted to comply with any obligations of confidentiality, provide a statement of calculation fairly allocating such amounts if the same are imposed or assessed due to the failure of other persons or entities in addition to the failure of the non-performing party.
- xxxix. "Project" means an Offset Project as defined by the Cap and Trade Regulations in the case of Offset Credits, an Early Action Offset Project in the case of Early Action Offset Credits, and a project registered with the Offset Project Registry in the case of Registry Offset Credits as defined by the Cap and Trade Regulations.
- xl. "Program Interim Suspension" means Government Action reasonably expected to be the subject of appeal or further process.
- xli. "Quantitative Usage Limit" is defined in the Cap and Trade Regulations.
- xl.ii. "Receipt" means Buyer's receipt of the transfer by Seller to Buyer of the Quantity of the AB32 Product to the Delivery Point in accordance with AB32.
- xl.iii. "Registry" means the Compliance Instrument Tracking System Service or other system acceptable to both CARB for compliance with AB32 and to Buyer.
- xl.iv. "Regulatorily Continuing" means the AB32 Product complies with AB32 as of the Delivery Date.
- xl.v. "Replacement Offset Credits" means Offset Credits generated by any Project meeting CARB requirements and having the same Vintage and pursuant to the same Compliance Offset Protocol as the Offset Credits in the AB32 Transaction.
- xl.vi. "Replacement Price" means (i) the price at which Buyer, acting in a commercially reasonable manner, purchases, as a replacement for any AB32 Product specified in the AB32 Transaction but not Delivered by Seller, AB32 Product complying with the terms of the AB32 Transaction as of the Delivery Date and having the same Vintage and Direct Environmental Benefits as the AB32 Product not Delivered, plus Costs reasonably incurred by Buyer in purchasing such replacement AB32 Product, or (ii) absent a purchase, (A) the market price for such AB32 Product not Delivered, as determined by Buyer in a commercially reasonable manner, or if elected in the Confirmation by the parties, (B) Penalties; provided, however, that in no event shall Buyer be required to change its utilization of its market positions to minimize Seller's liability.
- xl.vii. "Sales Price" means (i) the price at which Seller, acting in a commercially reasonable manner, resells any AB32 Product not received by Buyer deducting from such proceeds any Costs reasonably incurred by Seller in reselling such AB32 Product and delivering such AB32 Product to a third party purchaser thereof, or (ii) absent a sale, the market price for such AB32 Product complying with the terms of the AB32 Transaction as of the Delivery Date and having the same Vintage as the AB32 Product not received, as

determined by Seller in a commercially reasonable manner; provided, however, that in no event shall Seller be required to change its utilization of its market positions to minimize Buyer's liability; and provided further that if Seller is unable after using commercially reasonable efforts to obtain a market price or resell all or a portion of the AB32 Product not received by Buyer, then the Sales Price with respect to such unsold AB32 Product shall be deemed equal to zero dollars (\$0).

- xlvi. "Seller" means the party delivering AB32 Product under a AB32 Transaction.
- xlix. "Trade Date" means the date a AB32 Transaction is entered into by the parties.
- 1. "Verifier" is defined in the Cap and Trade Regulations.
- li. "Vintage" means a twelve-month compliance period specified under AB32, in which the AB32 Product is created or first valid for use under AB32.

Unless otherwise required by the context in which any term appears, (i) the singular includes the plural and vice versa; (ii) all references to a particular entity include a reference to such entity's successors and permitted assigns; (iii) all references to a particular market price index or publication include a reference to such index's or publication's successors, so long as doing so will not be contrary to either (A) the intentions of the parties set forth in a provision of the Master Agreement or the Schedule thereto respecting market disruption language for Transactions with index-based pricing or (B) Applicable Law and (iv) a reference to a statute or to a regulation issued by a Governmental Authority means the statute or regulation in force as of the Trade Date, and in the case of an A32 Transaction that is Regulatorily Continuing, also as of the Delivery Date; and (v) the word "or" is not necessarily exclusive.

(k) Elective Provisions

5. (i)(i)(B): Government Action. "Commercially Reasonable Period" means a period not to exceed 15 Local Business Days. If left blank, thirty days will apply.

(l) Notices for AB32 Transactions

PARTY A

Invoices:

As set forth in Part 4 of the Schedule unless otherwise otherwise set forth below:

Attn: Settlements Division

Phone: 713-275-6280

Facsimile: 713-255-5822

Nominations:

As set forth in Part 4 of the Schedule unless otherwise otherwise set forth below:

Attn: Manager, Nominations

Phone: 713-275-8900

PARTY B

Invoices:

As set forth in Part 4 of the Schedule unless set forth below:

Attn:

Phone:

Facsimile:

Nominations:

As set forth in Part 4 of the Schedule unless set forth below:

Attn:

Phone:

Facsimile: 713-275-8980

Confirmations:

As set forth in Part 4 of the Schedule unless otherwise
otherwise set forth below:

Attn: Settlements – Deal Support Unit

Phone: 713-255-5873

Facsimile: 713-255-5822

Option Exercise:

As set forth in Part 4 of the Schedule unless otherwise
otherwise set forth below:

Attn:

Phone:

Facsimile:

☒ **Wire Transfer - or -** ☐ **ACH (check one box):**

As set forth in Part 4 of the Schedule unless otherwise
otherwise set forth below:

Bank: Bank of New York Mellon, New
York, NY 10286

ABA: 021000018

Account: 8900055375

Account
Name : Macquarie Bank Limited, Sydney

For Credit
To: Macquarie Energy LLC – Acct:
ENCONBKRHS

Facsimile:

Confirmations:

As set forth in Part 4 of the Schedule unless
set forth below:

Attn:

Phone:

Facsimile:

Option Exercise:

As set forth in Part 4 of the Schedule unless
set forth below:

Attn:

Phone:

Facsimile:

☐ **Wire Transfer - or -** ☐ **ACH (check one box):**

As set forth in Part 4 of the Schedule unless
set forth below:

Bank:

ABA:

Account:

Other Detail:

Schedule 1: Outstanding AB32 Transactions

The AB32 Transactions set forth below constitute Outstanding AB32 Transactions:

N/A



COUNCIL COMMUNICATION

CC #: 0144
File #: 0800-03

Title: 2018 Power Source Disclosure Report
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2018 Power Source Disclosure Report.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. Roseville Electric Utility (Roseville) submits a PSD Report to the California Energy Commission by June 1st of each year. The data contained in the PSD Report is used to prepare the annual Power Content Label Report, which is mailed to Roseville's customers by October every year. The regulation requires utilities to engage a third-party certified public accountant to perform an audit to verify the PSD Report. Alternatively, publicly owned electric utilities, like Roseville, are exempt from this requirement if its City Council attests to the veracity of the annual report per the regulations. This resolution approves the annual PSD Report submission serving as the attestation to the veracity of the report.

Roseville's contracts provide flexibility to its counterparties on the timing of renewable energy deliveries, which can result in significant year to year variability in Roseville's power source disclosure. Roseville's existing contracts ensure it will be in full compliance with the State Renewable Portfolio Standard (RPS) through 2024.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2018 Power Source Disclosure Report.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The attestation of the veracity of the 2018 Power Disclosure Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Siao, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-301

Roseville CY 2018 PSD Annual Report Schedules 1 and 2

RESOLUTION NO. 19-301

APPROVING SUBMISSION OF THE 2018 ANNUAL POWER SOURCE DISCLOSURE
REPORT AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT

WHEREAS, Senate Bill 1305, adopted in 1997 and now codified in California Public Utilities Code sections 398.1-398.5, established a Power Source Disclosure Program that requires retail sellers of electricity to annually submit a power source disclosure report to the California Energy Commission (CEC), and;

WHEREAS, Roseville Electric Utility is a retail seller of electricity as defined by the Power Source Disclosure Program, and;

WHEREAS, publicly owned utilities (POUs), such as Roseville Electric Utility, are exempt from the annual audit requirements if the governing body of the POU approves at a public meeting the submission to the CEC of an attestation of the veracity of the annual report, and;

WHEREAS, Roseville Electric Utility staff prepared and previously submitted the 2018 Annual Power Source Disclosure Report to the CEC in accordance with the Power Source Disclosure Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it has approved the submission of the 2018 Annual Power Source Disclosure Report that has previously been submitted to the CEC and hereby provides attestation of the veracity of the annual report submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:

Power Source Disclosure Program

Schedule 1 and 2, applicable to: Retail Suppliers

For the Year Ending December 31, 2018

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Roseville (Roseville Electric)	
ELECTRIC SERVICE PRODUCT NAME	
CONTACT INFORMATION	
Name	David Siao
Title	Electric Resources Analyst
Mailing Address	2090 Hilltop Circle
City, State, Zip	Roseville, CA 95747
Phone	916-746-1613
E-mail	dsiao@roseville.ca.us
Website URL for PCL Posting	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=9075130

This Annual Report Template includes Schedules 1 and 2, applicable to retail suppliers. Power pools are required to report using Schedules 3 and 4 provided in a separate reporting template. Submit the Annual Report and Attestation in PDF format with an Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to fill in the Retail Supplier Name and Product Name above, and submit separate reports and attestations for each additional product if multiple electric service products were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at http://www.energy.ca.gov/commission/chief_counsel/documents/CEC13.pdf.

If you have questions, contact PSD staff at PSDprogram@energy.ca.gov or (916) 653-0237.



INTRODUCTION

Each worksheet, with the exception of the Attestation, is identified by a schedule number and a title that describes the information to be entered. Retail suppliers of electricity are required to submit only those schedules that are relevant to their products. Templates for reporting as a power pool, are provided separately as Schedules 3 and 4 on the PSD webpage: <http://www.energy.ca.gov/pcl/>

The following schedules are required for retail suppliers:

Schedule #	Schedule Name
1	Power Procurements and Retail Sales
2	Annual Power Content Label Calculation
N/A	Attestation



INSTRUCTIONS

Schedule 1: Power Procurements and Retail Sales

Retail suppliers of electricity must complete this worksheet by entering information about all power purchases and generation that served the identified electric service product covered in this filing in the prior year. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. **Any retail supplier that offered multiple electric service products in the prior year must submit separate Annual Reports, including Schedule 1, Schedule 2 and an attestation for each product offered.**

Specific Purchases: A Specific Purchase refers to procured electricity that is traceable to a specific generating facility. If a purchase was for unbundled Renewable Energy Credits (RECs), include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the resource type of the generating facility from which the unbundled REC was derived. Any purchase of electricity from California Renewables Portfolio Standard (RPS) certified facilities for which the energy was procured without the associated RECs or for which the RECs were subsequently resold, must be categorized as "unspecified power." For specific purchases, include the following information for each line item:

- Facility Name - Provide the name used to identify the facility. For unbundled RECs, include the term "REC Only" in parentheses after the facility name.
- Unit Number - Provide the unit number if a facility has multiple generators that have been assigned unique identification numbers.
- Fuel Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.
- Location - Provide the state or province in which the facility is located.
- RPS ID - Provide the RPS ID of the facility. Any procurement categorized as renewable must be from an RPS certified facility and must have an RPS ID.
- Identification Numbers - Provide **at least one** identification number from either WREGIS, the Energy Information Agency (EIA ID), or the Federal Energy Regulatory Commission (FERC QF ID); all are requested but at least one is required. If a purchase cannot be traced to a specific facility and therefore cannot provide a specific identification number, it must be categorized as an Unspecified Source of Power (see instructions below).
- Gross Megawatt Hours Procured - Provide the quantity of electricity procured in MWh from the generating facility.
- Megawatt Hours Resold or Consumed - Provide the quantity of electricity resold at wholesale or self-consumed.
- Net Megawatt Hours Procured - Provide the quantity of electricity procured minus resold and consumed electricity.

Unspecified Sources of Power: This refers to any purchase not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from an RPS-eligible facility. For these purchases, indicate "Unspecified Power" as the Facility Name in Schedule 1. For unspecified sources of power, include the following information for each line item:

- Facility Name - Provide the seller of electricity or enter "unspecified" in the facility name field
- Megawatt Hours Procured - Provide the quantity of electricity procured in MWh.
- Megawatt Hours Resold or Consumed - Provide the quantity of electricity resold at wholesale or self-consumed.
- Net Megawatt Hours Procured - Provide the quantity of electricity procured minus resold and consumed electricity.

Retail Supplier Name: Enter the Retail Supplier Name in the cell to the left of the auto-filled Total Net Purchases cell.

Electric Service Product Name: Enter the Electric Service Product Name in the cell to the left of the Total Retail Sales cell.

Total Retail Sales: Enter the Total Retail Sales in the cell below the auto-filled Total Net Purchases cell.



Schedule 2: Power Content Label Calculator

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content, or resource mix, for each electric service product. The "Percentages" column contains a formula that will proportionally reduce each non-renewable category in order to reconcile any discrepancies between total net purchases and total retail sales (these discrepancies generally arise due to the reporting of unbundled REC purchases). The percentages calculated on this worksheet should be used for your Power Content Label.

Attestation

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold "once and only once to retail consumers." For the electronic copy of this filing, fill out the information, then print, sign, and scan the document. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the annual report and attestation in PDF format and the annual report in Excel format.



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program

For the Year Ending December 31, 2018 SCHEDULE 1: POWER PROCUREMENTS AND RETAIL SALES Applicable to: Retail Suppliers

INSTRUCTIONS: Submit a separate annual report for each electric service product offered in 2018. List all purchases (Specific and Unspecified) made ONLY in the 2018 calendar year. Add additional rows if needed. If a purchase was for unbundled RECs include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the fuel type of the generating facility from which the unbundled REC was derived. If power was purchased through a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the Fuel Type column. If purchased power was from a renewable electrical generation facility that is not certified for participation in California's RPS Program, identify the Fuel Type as "Other".

ALL PROCUREMENTS (Specific and Unspecified)										
Facility Name	Unit No.	Fuel Type	Location (State or Province)	RPS ID	WREGIS GU ID	EIA ID	FERC QF ID	Gross MWh Procured	MWh Resold or Self-Consumed	Net MWh Procured
Blackwell		Solar PV	CA		W4587	58712		33,929		33,929
Cape Scott Wind - Cape Scott Wind		Wind	BC		W4587			20,936		20,936
Collierville		Large Hydro	CA			54555		45,299		45,299
Dokie Wind - Dokie Wind		Wind	BC		W1992			23,549		23,549
Geothermal 1_Unit 1 - Geothermal 1		Geothermal Energ	CA		W1254	7368		37,564		37,564
Geothermal 1_Unit 2 - Geothermal 1		Geothermal Energ	CA		W1255	7368		16,936		16,936
Geothermal 2_Unit 4 - Geothermal 2		Geothermal Energ	CA		W1257	7369		58,903		58,903
Geothermal Solar Unit_1 - Geo_Solar_1 Clearlake		Solar PV	CA		W1509			70		70
Geothermal Solar Unit_2 - Geo_Solar_2 Middletown		Solar PV	CA		W2792			80		80
Hydro_Solar - Hydro_Solar1		Solar PV	CA		W1266			5		5
Juniper Canyon - Juniper Canyon		Wind	WA		W2398	57320		81,419		81,419
Leaning Juniper II - Leaning Juniper II		Wind	OR		W1689	57333		92,476		92,476
Lewiston Powerplant - Lewiston		Eligible Hydroelect	CA		W1108			104		104
Lost Hills		Solar PV	CA		W4586	58711		56,322		56,322
Nimbus Powerplant - Nimbus Plant (2)		Eligible Hydroelect	CA		W1161	444		3,736		3,736
Quality Wind - Quality Wind		Wind	BC		W1992			25,793		25,793
Roosevelt Biogas 1 - LFG Engines 7-9 - LFG Phase II		Biogas	WA		W3160			4,722		4,722
Roseville Energy Park		Natural Gas	CA			56298		251,337		251,337
Roseville Power Plant No. 2		Natural Gas	CA			7452		2,981		2,981
Spicer_1_Units - Spicer Meadow Project		Eligible Hydroelect	CA		W1260	54554		1,809		1,809
Stampede Powerplant - Stampede (2)		Eligible Hydroelect	CA		W1177	7066		341		341
STIG		Natural Gas	CA			7449		4,678		4,678
Western Base Resource - Central Valley Project		Large Hydro	CA					109,916		109,916
Generic Purchases		Unspecified Power						282,328		282,328

Retail Supplier Name:

Total Net Purchases

1,155,234

Electric Service Product Name:

Total Retail Sales

1,155,234



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
Power Source Disclosure Program
For the Year Ending December 31, 2018
SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
Applicable to: Retail Suppliers

INSTRUCTIONS: Total specific purchases by fuel type and enter these values in the first column. If purchased power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power". Total Retail Sales will autopopulate from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. Each fuel type total will then be divided automatically by retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	458,694	40%
Biomass & Biowaste	4,722	0%
Geothermal	113,403	10%
Eligible Hydroelectric	5,990	1%
Solar	90,406	8%
Wind	244,173	21%
Coal	-	0%
Large Hydroelectric	155,215	13%
Natural Gas	258,997	22%
Nuclear	-	0%
Other	-	0%
Total Specific Purchases	872,906	76%
Unspecified Power (MWh)	282,328	24%
Total	1,155,234	100%
Total Retail Sales (MWh)	1,155,234	

Comments:



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:

Power Source Disclosure Program

For the Year Ending December 31, 2018

ATTESTATION FORM

Applicable to: All participants in the Power Source Disclosure Program

I, David Siao, Electric Resources Analyst, declare under penalty of perjury, that the statements contained in this report including Schedules 1 and 2 are true and correct and that I, as an authorized agent of the City of Roseville (Roseville Electric), have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: David Siao_____

Representing (Retail Supplier): City of Roseville (Roseville Electric)_____

Signature: _____

Dated: _____

Executed at: _____



COUNCIL COMMUNICATION

CC #: 0151
File #: 0600-04

Title: Dental Program - Memorandum of Understanding
Contact: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an updated Memorandum of Understanding (MOU) with the California State Association of Counties (CSAC) Excess Insurance Authority (CSAC-EIA) that recognizes the addition of a dental health maintenance organization (DHMO) plan to members of the Joint Powers Authority (JPA) and staff further recommends the City Manager be authorized to execute non-substantive updates to the MOU.

BACKGROUND

CSAC-EIA is a risk sharing pool of California public agencies, dedicated to controlling losses and providing effective risk management solutions. CSAC-EIA offers a variety of large-scale programs, one of which is dental benefits. On November 18, 2015, City Council authorized the City Manager to execute an agreement with CSAC-EIA to establish the City of Roseville as a member of the JPA and to execute an MOU to join the CSAC-EIA Dental Program.

In May 2019, CSAC-EIA staff identified a plan benefit savings for the City with the implementation of a new DHMO (EIA) plan that was comparable to an existing DHMO (Direct) plan. Transition to the new plan for existing JPA members was seamless retroactive to January 1, 2019. Subsequently, CSAC-EIA staff determined that the EIA Dental Program MOU requires an amendment to include the definition of the DHMO segment membership. In addition, the MOU was also reworked to be more consistent with other EIA program MOUs.

Periodically, minor benefit plan revisions are identified by the vendor to enhance the program, with little or no premium cost/savings, and staff recommends Council grant the City Manager authority to execute these type of non-substantive MOU updates in the future. Revision to this type of benefit MOU does not change the City contribution toward the cafeteria plan.

FISCAL IMPACT

The DHMO plan change results in an estimated annual citywide benefit premium savings of \$855.00, based on current utilization by 15 employees.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Executing an updated MOU for dental services is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Hedy Dehghan, Assistant Human Resources Director

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-304

CSAC EIA MOU

RESOLUTION NO. 19-304

APPROVING AMENDMENTS TO A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND CSAC EXCESS INSURANCE AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in November 2015, the City Council approved the execution of a an agreement to establish the City of Roseville as a member of the Joint Powers Authority as well as approving a Memorandum of Understanding (MOU) with County Supervisors Association of California dba California State Association of Counties Excess Insurance Authority (CSAC-EIA) to join the CSAC-EIA dental program; and

WHEREAS, the purpose of the MOU was to obtain dental benefits for City employees at an overall lower cost to the City; and

WHEREAS, members of the MOU are given notice of any proposed amendments which must be approved in writing by each member; and

WHEREAS, the City would like to extend its participation in the MOU and acknowledge it's acceptance of the MOU amendments; and

WHEREAS, amendments to the Memorandum of Understanding with CSAC-EIA, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said MOU amendments are hereby approved and that the City Manager is authorized to execute the amended MOU dated April 9, 2019 on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager is authorized to approve future non-substantive amendments without further Council approval as well as any amendments that are cost neutral/cost savings to 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



MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the CSAC Excess Insurance Authority (hereinafter “Authority”) and the participating members of the Dental Program (hereinafter “Members”) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereinafter “Program”).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing dental coverage under the following Program coverage segments:
 - a. Self-Insured Segment
 - b. Fixed-Rate Preferred Provider Organization (PPO) Pooled Segment
 - c. Fully-Insured Dental Health Maintenance Organization (DHMO) Segment
4. **PROGRAM COMMITTEE.** The Employee Benefits Committee (hereinafter “Committee”) shall consist of nine (9) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including but not limited to, approval of new Members, premium/rate setting, addition of new Program segments and/or services, claims review, and amending the Memorandum. A majority of members of the Committee must be Members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the

Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUM.** Participating Member rates/premiums shall be established by Delta Dental of California (hereinafter "Delta Dental") in consultation with the Program underwriters, actuaries, and the Committee. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Program in which they participate. Premiums will vary based on Member segment participation, benefit plan coverage, Member employee/retiree participation, and claims experience.
6. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A "Self-Insured" Member is defined as a Member who participates in the group purchase Program for administrative services only and is fully responsible for their own dental Program; and/or
 - b. A "Fixed-Rate PPO" Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate PPO pool; and/or
 - c. A "Fully-Insured DHMO" Member is defined as a Member who joins the Program and is part of the fully insured DHMO pool.
7. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in one or more of the following segments; the Self-Insured Pool, the Fixed-Rate PPO Pool, and/or the DHMO pool. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 16 of this Memorandum.
8. **RENEWALS.** All Program renewal rate action will be approved by the Committee with assistance from Program underwriters, actuaries, and Delta Dental. Fixed-Rate PPO Pool Members that have Legacy Premium Stabilization Funds (see paragraph 10.a.) may use those funds to offset renewal rate increases.
9. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the

Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

10. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Fixed-Rate PPO segment Members.
 - a. Legacy Premium Stabilization Fund. Delta Dental Members who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Fixed-Rate PPO Program segment. These funds will be accounted for individually for the Member's use. The Member may use their Legacy Premium Stabilization Funds to buy down their renewal or request a full disbursement from the Authority. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds
 - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and Claims Fluctuation Margin (CFM) requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds.
11. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
12. **DIVIDENDS AND ASSESSMENTS (Applicable to Fixed-Rate PPO Members Only).** Should the Fixed-Rate PPO Program segment not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based upon the preceding three (3) years' of percentage of contributions for losses for Fixed-Rate PPO Pooled Members only.
 - b. Self-Insured and DHMO segments are not eligible for dividends or assessments.
13. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee has developed underwriting guidelines that outline

specific criteria for accepting new Members. Program underwriting guidelines are available by request to the Authority.

14. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member. Coverage shall be governed in accordance with these documents. Any changes to the benefits, as determined by the Member, are subject to Delta Dental, Committee, actuarial, and/or other consultants' pricing requirements.
15. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
16. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
 - a. Fixed-Rate PPO and DHMO Pool Members. After becoming a participant in the Program, a Fixed-Rate PPO and/or DHMO Pool Member may withdraw from the Program at the end of a policy year only if they provide the Authority with sixty (60) days written notice prior to the end of the policy year.
 - b. Self-Insured Member. After becoming a participant in the Program, a Self-Insured Member may withdraw from the Program at the end of their specific policy year by giving the Authority sixty (60) days written notice prior to the end of their specific policy year.
17. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with the Authority and Delta Dental and between the Member and the Authority's and Delta Dental's designated representative.
18. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the "Agreement."
19. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority's budget process. The source of the funds for the Program will be administrative charges, interest earnings, or a combination of both.
20. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

21. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
22. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee upon ninety (90) days advance written notice of the proposed amendments to the Members and county counsels. Each Member shall approve of any amendment by signature on the Memorandum by a Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
23. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member, or upon approval by the Employee Benefits Committee of any amendment, whichever is later.
24. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 4/9/19



CSAC Excess Insurance Authority
Michael D. Fleming, Chief Executive Officer

Dated: _____

Name (printed)

Signature

Member Entity



COUNCIL COMMUNICATION

CC #: 0168
File #: 0800-02

Title: Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project - Professional Services Agreement
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve award of a Professional Services Agreement to National Plant Services, Inc. (NPS) in the amount of \$150,950.00 for the Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project, and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

In July 2005, the Environmental Utilities Department began a comprehensive assessment of the wastewater collection system. The goal of the program was to visually inspect the interior of the wastewater collection system pipelines, to observe its physical condition, note apparent defects, and develop recommendations for improvements.

In October 2014, City Council awarded a Professional Services Agreement for Phase 1 of the Wastewater Inspection and Condition Assessment Project (Project) which focused on assessing the condition of critical and vulnerable segments of approximately five (5) miles of wastewater pipelines, ranging from 21-inches to 66-inches in diameter, located within the Dry Creek Wastewater Treatment sewer shed.

Phase 2 of the Project will continue the inspection of approximately four (4) miles of wastewater pipelines, ranging from 30-inches to 63-inches in diameter, located within the Dry Creek Wastewater Treatment sewer shed. The Project scope includes using multi-sensor technology including closed circuit television (CCTV), sonar profiling, and laser profiling to inspect the pipelines interior. Results of the inspections will allow the Environmental Utilities Department to identify existing areas of concern and ultimately assist in the development of a long term fiscally responsible rehabilitation plan and maintenance program of these critical assets.

On April 2, 2019, NPS proposed on the Project and was the only firm to propose. The proposal was reviewed by Environmental Utilities Department staff to the criteria specified in the Request for Proposal (RFP) No. 08-051. Staff determined the NPS proposal met the requirements based

on the evaluation criteria of the RFP. NPS will provide the labor, equipment and materials to complete the inspection and condition assessment for the Project.

FISCAL IMPACT

This Project is funded by the Wastewater Rehabilitation Fund and has an available budget of \$315,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

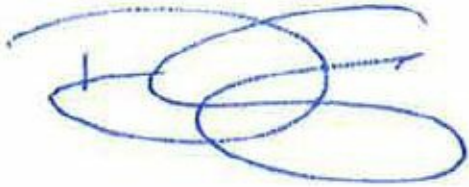
ENVIRONMENTAL REVIEW

The proposed project involves inspection of an existing facility, and is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). A Class 6 Exemption (State CEQA Guidelines Section 15306) is also applicable, as the project involves data collection, and resource evaluation activities which do not result in a disturbance to an environmental resource. The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-317

Professional Services Agreement

RESOLUTION NO. 19-317

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL PLANT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the wastewater interceptor inspection and condition assessment, phase 2 project, by and between the City of Roseville and National Plant Services, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Wastewater Interceptor Inspection and Condition Assessment, Phase 2 Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and National Plant
Services, Inc., an Illinois corporation ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY desires professional services of performing the inspection and
condition assessment of sewer interceptors and providing a final comprehensive inspection and
condition assessment report for the Wastewater Interceptor Inspection and Condition
Assessment, Phase 2 project; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP# 08-051, dated
May 13, 2019 which describes the scope of work to be performed by CONSULTANT, the
budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty thousand, nine hundred fifty dollars (\$150,950.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

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

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

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

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

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

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Dennis Keene, President
1461 Harbor Avenue
Long Beach, CA 90813

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

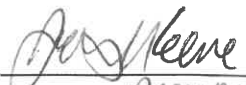
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

NATIONAL PLANT SERVICES, INC.,
an Illinois corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: president

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

and

ATTEST:

BY: Maio Chad
its: CONTROLLER CLERK/TREASURER

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"



**NATIONAL PLANT SERVICES SCOPE OF WORK FOR WASTEWATER
INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT PHASE 2**

**CITY OF ROSEVILLE WASTEWATER INTERCEPTOR INSPECTION AND CONDITION
ASSESSMENT, PHASE 2
SCOPE OF WORK
FOR NATIONAL PLANT SERVICES, INC., CONSULTANT**

Task 1: Requirements Prior to Inspections

The Consultant shall be responsible for providing the following services prior to conducting the inspection work.

Task 1.1 Attendance of Pre-construction Meeting

The Consultant shall attend a pre-construction meeting with City staff within 10 days of issuance of the Notice to Proceed. Agenda items will include project schedule and procedures, temporary facilities and control, and Consultant coordination.

Consultant will:

1. Provide all information in a timely manner as requested by City.
2. Coordinate and Schedule pre-construction meeting with City staff within 10 days of NTP.
3. Prepare preliminary Deployment Plan based on field reconnaissance.
4. Update project schedule including milestones.
5. Prepare Project Summary document that describes the project details including schedule, scope of work, notifications, traffic control, communications tree, and roles and responsibilities of Consultant and City staff. Review at Pre-construction meeting and edit as needed.
6. Attend in-person meeting at Roseville offices to review all information above.

City of Roseville Staff are Responsible for:

1. Coordinating with Consultant on submittals necessary to obtain NTP.
2. Attend pre-construction meeting and answer questions from Consultant.
3. Review deployment plan and schedule and give approvals of the content in these documents.
4. Ensure manholes are accessible by mowing tall grass as needed for cross country inspections prior to mobilization.
5. Assist with private property owner access.

Task 2: Perform Inspection and Condition Assessment of Sewer Interceptors

The Consultant shall be responsible for performing inspections and condition assessments for all sewer interceptors identified on the project plans (Attachment F) and as described in the Technical Requirements Section of this RFP #08-051, copies of which are attached. The Consultant is required to inspect the pipe condition by closed circuit television (CCTV), Sonar Profiling, and Laser Profiling of the sewer system as requested herein. CCTV inspections work shall be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observation.



NATIONAL PLANT SERVICES SCOPE OF WORK FOR WASTEWATER INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT PHASE 2

Consultant shall provide an alternate procedure or method of inspection in the event CCTV inspection Sonar, and Laser Profiling cannot be performed due to complications with low/high water level, major debris accumulation and/or blockage. The alternative procedure or method shall be approved by the City prior to implementation.

Consultant will perform the following tasks in accordance with the specifications:

Mobilization:

1. Mobilize to the project location as soon as permitting is obtained and deployment planning is complete.
2. Mobilize the MSI Truck, a winch truck, and a traffic control truck to the jobsite with 3 confined space trained MSI crew personnel.
3. Once the crew mobilizes, they will stay on site until all work is complete.

Work Phasing:

1. A work plan will be developed that coincides with the MS Project Deployment Schedule. Inspections will begin in the farthest upstream point in the system, and progress downstream. We will inspect as much footage as possible each day.
2. Deployment plans will be developed to avoid manholes that are inaccessible, or in high traffic or environmentally sensitive areas.
3. Traffic plans will be developed to incorporate these deployment plans/setups.
4. For high flow segments, inspection work on those segments will be scheduled at the end of the project. All mains with high flow levels will be inspected at night to ensure the best CCTV and laser results are achieved.

Safety:

1. Safety is of utmost importance to NPS. All crews are confined space certified. Manhole access will be required to hook up the laser device onto the robotic platform. Gas monitoring is performed before complete removal of the manhole lid. Blowers are then inserted to pull fresh air into the segment to be inspected. A gas monitor is lowered into the manhole on a tethered line and will remain there during all operations. All entrants wear a safety harness, required PPE, gas monitor, and are connected to a safety tripod.
2. Crews hold safety meetings each morning, and a safety checklist is filled out describing the potential hazards that may be encountered each day.
3. Traffic signs and cones will be placed before start of any inspections, with the back of the truck adjacent to the entry manhole.
4. Confined space entry logs are maintained with sign in/sign out requirements for the entrants.

Inspections:

1. Inspections will be performed while the segments are in service, with no flow bypassing.
2. Inspections will proceed from the most upstream line segment and will proceed from one manhole to the next until that interceptor is inspected. We can inspect up to 2,000 LF from one access point, and we will try to inspect as far as we can from the entrance manhole to minimize traffic setups and maximize the inspection footage obtained each day.
3. For lines with shallow water, we will use our tracked platform. CCTV and laser will be collected simultaneously above the flow line, with sonar below. Sonar requires at least 10" to 12" inches of



NATIONAL PLANT SERVICES SCOPE OF WORK FOR WASTEWATER INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT PHASE 2

water in order to obtain sonar data. If water level is too low, sonar may not be able to be obtained.

4. For lines with deep water, the floating pontoon will be used. A tag line will be floated down from upstream manhole to downstream manhole, retrieved, and attached to the winch truck. The pontoon will then be attached to the tag line and pulled from upstream to downstream manhole. CCTV, laser, and sonar will be collected.
5. If flow levels are too high for the floating pontoon, we will reschedule inspection of those lines until night-time so lower flows can be achieved.
6. The raft or tractor will move downstream at no faster than 30 feet per minute. CCTV will be PACP coded using PACP-certified software using a live pan and tilt camera, and following NASSCO CCTV inspection guidelines. Laser and sonar are processed later in the office.
7. After the first day of inspections, a flash drive will be provided to the City to make sure City is happy with video quality and PACP Header information, etc.

Data:

1. PACP coding is done in the field during all inspections. CCTV data is sent via hard drive in weekly batches to our office for QA/QC. Any coding issues or errors will be fixed. Any unacceptable video will be flagged, and the crews asked to re-televiser those line segments.
2. Laser and sonar data will be saved on hard drives and sent in for processing weekly. All laser and sonar will be processed before the crew demobilizes to ensure all data has been gathered. Any faulty or inaccurate sonar or laser data will be re-inspected with the sensor/s needing re-inspection.
3. NPS will continuously compile and review/analyze inspection results and provide recommendations as the work progresses, and the results are processed.
4. Each line segment will have its own summary report showing PACP, Laser, and sonar results, and a summary condition of each line.

City Responsibilities:

1. Review CCTV data from first day of inspections and confirm that the CCTV header fields are as desired.
2. Assist with locating manholes that are buried or on private property.
3. Assist with access to manholes that lie in or through private property.
4. Ensure grass is mowed along easements needing accessed.

Task 2.1 Attendance of Weekly Progress Meetings

The Consultant shall attend weekly progress meetings with City Staff (at the City of Roseville Corporation Yard) to review work progress, schedule and any critical items. Attendance is required for the Consultant's project manager, superintendent, and affected subcontractors and suppliers.

1. Consultant staff will attend weekly meetings in person or via phone.

Task 3 Provide Final Comprehensive Inspection and Condition Assessment Report

The Consultant will be required to develop and submit a comprehensive report with



**NATIONAL PLANT SERVICES SCOPE OF WORK FOR WASTEWATER
INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT PHASE 2**

documentation of sewer pipeline inspections and condition assessment results as required in this RFP. This Task shall include the following:

Task 3.1 Meeting with City Staff to Review Findings and Recommendations

Consultant shall meet with City Staff to summarize and discuss findings, results, and recommendations of Task 2.

Consultant shall present final findings and recommendations at a final review meeting at City offices. This Task will be completed after Tasks 3.2, 3.3, and 3.4. NPS will deliver 7 hardcopies at this meeting.

Task 3.2 Submit Draft Comprehensive Report for City Staff Review

Consultant shall submit a draft comprehensive Inspection and Condition Assessment Report outlining methodology, findings, and recommendations of Task 2. Consultant shall submit 7 hardcopies and one electronic copy in pdf format.

Consultant will deliver draft report to City staff for review. City will have 2 weeks to complete this review.

Task 3.3 Response to Draft Comprehensive Report Comments

Consultant shall provide one electronic copy in pdf format addressing all City comments related to the draft report in Task 3.2.

Consultant will review City comments and revise report within 3 days.

Task 3.4 Submit Final Comprehensive Report

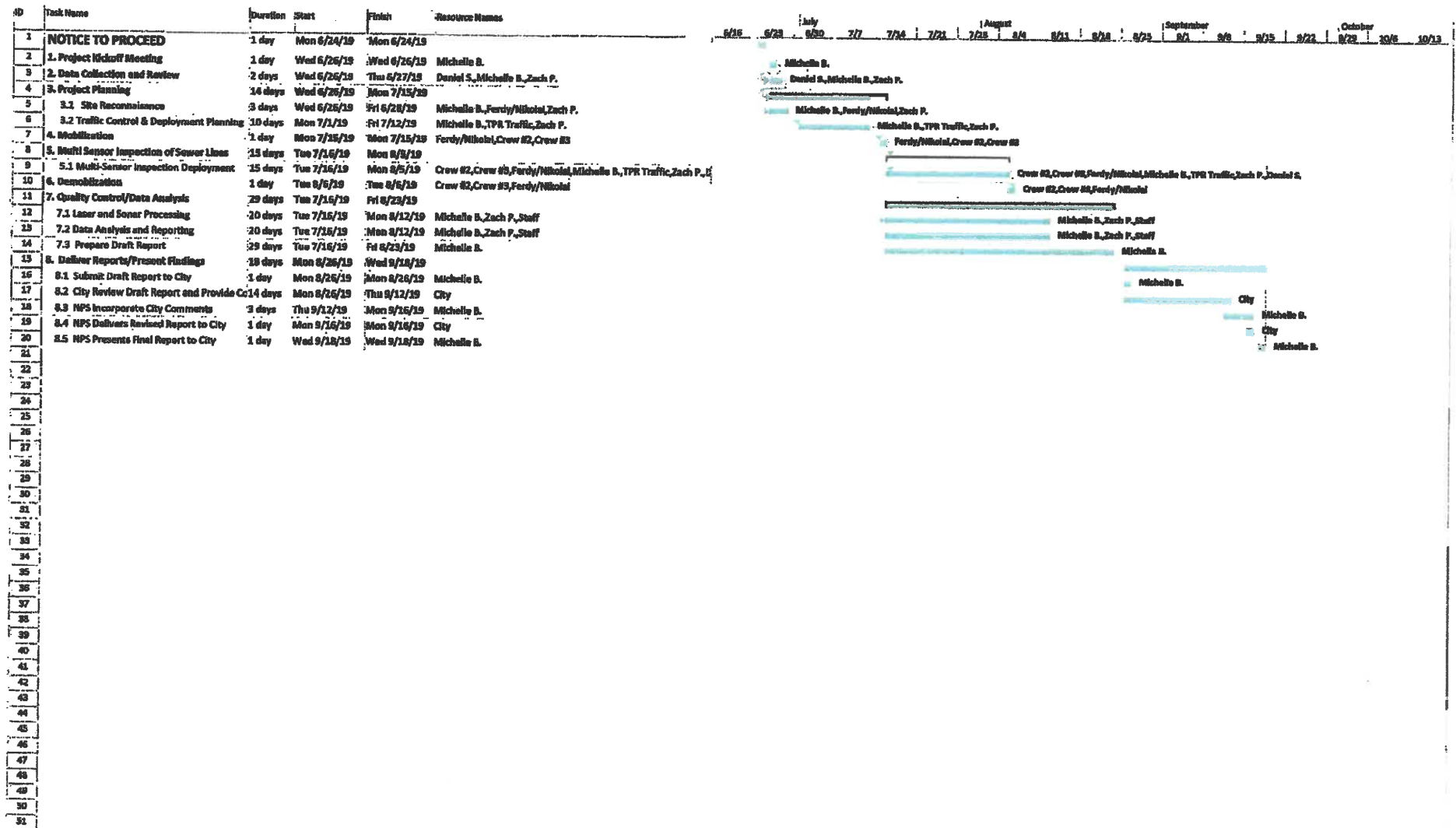
Consultant shall submit a final comprehensive Inspection and Condition Assessment Report outlining methodology, findings, and recommendations of Task 2. Consultant shall submit 7 hardcopies and one electronic copy in pdf format.

Consultant will deliver final report electronically prior to the final review meeting (Task 3.1). City to review final report again prior to the final review meeting and be prepared to discuss any remaining issues at the time of the meeting. Hardcopies will be delivered at time of final project review meeting (Task 3.1).

The undersigned has carefully reviewed RFP #08-051 and has prepared this Scope of Work to fulfill the services being requested by the City. The undersigned acknowledges responsibility to perform the services outlined in this Scope of Work.


Dennis Keene, President
1461 Harbor Avenue
Long Beach, CA 90813
562-436-7600
dennis@nationalplant.com

6/10/19
Date



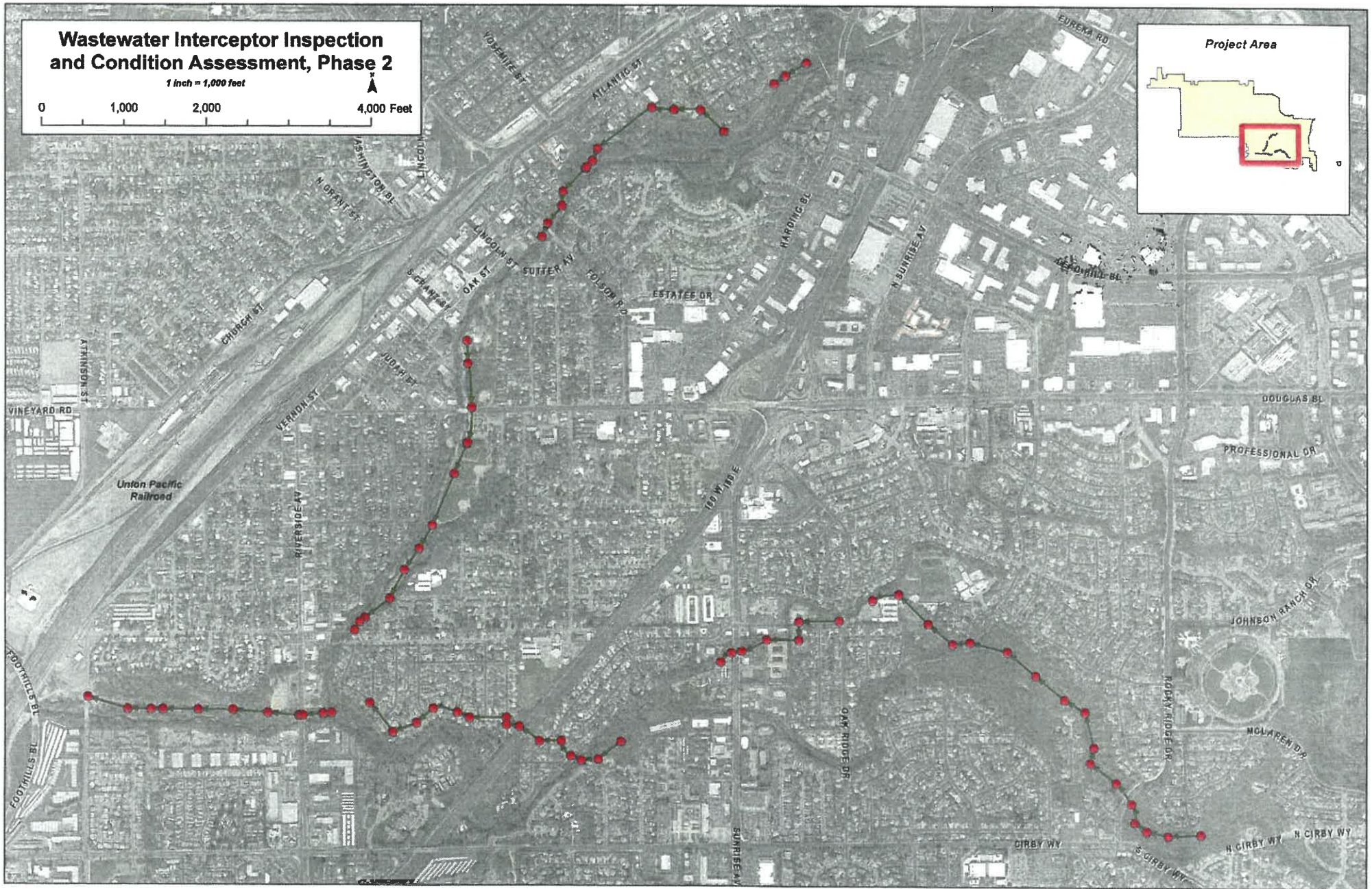
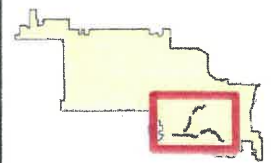
Attachment F
PROJECT PLANS

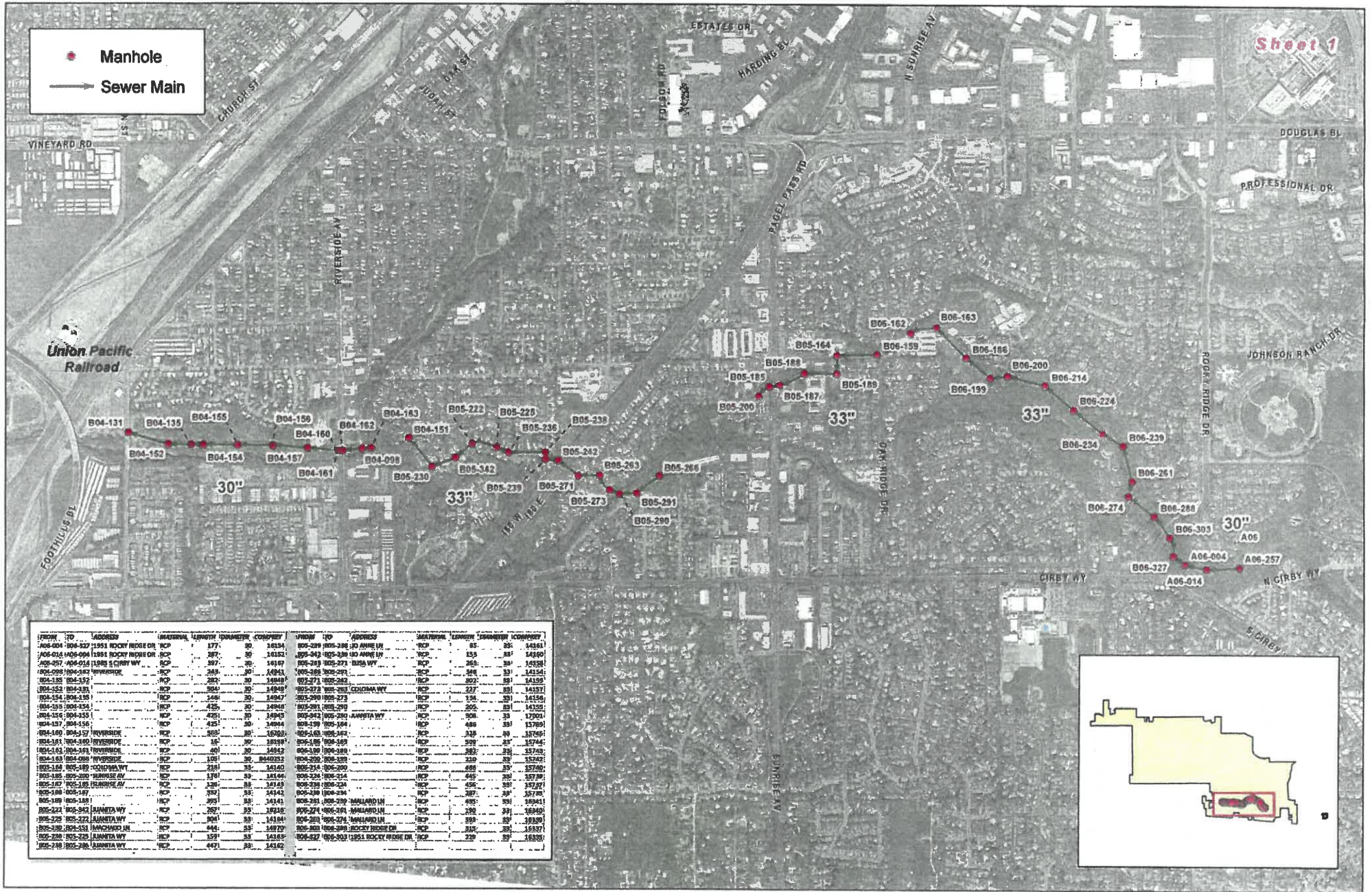
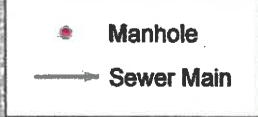
Wastewater Interceptor Inspection and Condition Assessment, Phase 2

1 inch = 1,000 feet

0 1,000 2,000 4,000 Feet

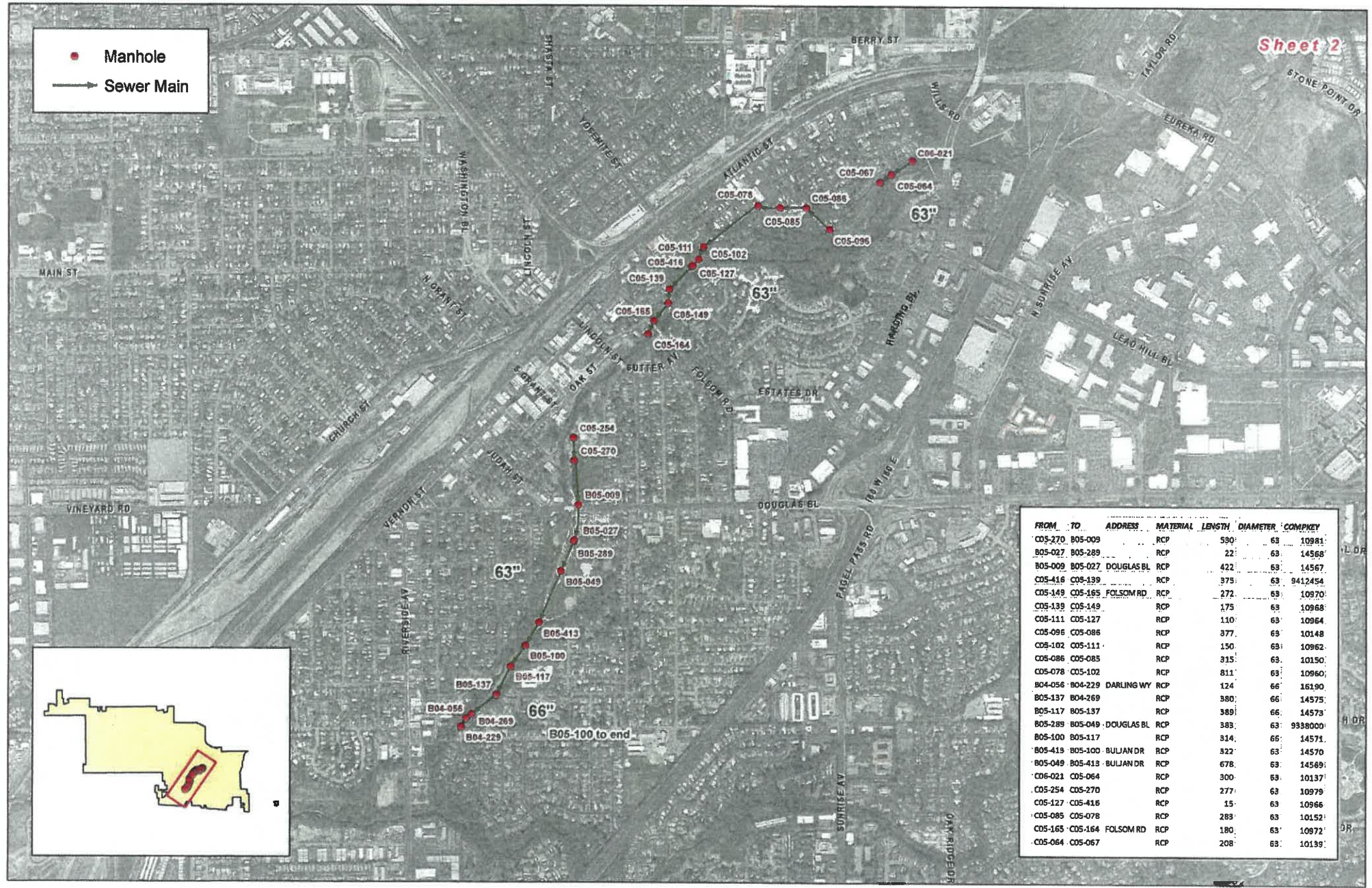
Project Area





FROM	TO	ADDRESS	MATERIAL	LENGTH	DIP	MANHOLE	COMPUTED	FROM	TO	ADDRESS	MATERIAL	LENGTH	DIP	MANHOLE	COMPUTED
A06-004	B04-337	11951 ROCKY RIDGE DR	RCP	177	30	16134		B05-289	B05-290	10000 100 AVENUE LN	RCP	85	30	16131	
A06-016	A06-004	11951 ROCKY RIDGE DR	RCP	287	30	16132		B05-290	B05-291	10000 100 AVENUE LN	RCP	135	30	16130	
B05-097	A06-016	11951 ROCKY RIDGE DR	RCP	287	30	16131		B05-291	B05-292	10000 100 AVENUE LN	RCP	260	30	16129	
B04-099	B04-131	FOOTBALL BL	RCP	243	30	16131		B05-292	B05-293	10000 100 AVENUE LN	RCP	300	30	16128	
B04-131	B04-132		RCP	282	30	16132		B05-293	B05-294	10000 100 AVENUE LN	RCP	300	30	16127	
B04-132	B04-133		RCP	304	30	16133		B05-294	B05-295	10000 100 AVENUE LN	RCP	227	30	16126	
B04-133	B04-134		RCP	246	30	16134		B05-295	B05-296	10000 100 AVENUE LN	RCP	136	30	16125	
B04-134	B04-135		RCP	120	30	16135		B05-296	B05-297	10000 100 AVENUE LN	RCP	200	30	16124	
B04-135	B04-136		RCP	420	30	16136		B05-297	B05-298	10000 100 AVENUE LN	RCP	300	30	16123	
B04-136	B04-137		RCP	420	30	16137		B05-298	B05-299	10000 100 AVENUE LN	RCP	408	30	16122	
B04-137	B04-138		RCP	300	30	16138		B05-299	B05-300	10000 100 AVENUE LN	RCP	300	30	16121	
B04-138	B04-139		RCP	300	30	16139		B05-300	B05-301	10000 100 AVENUE LN	RCP	300	30	16120	
B04-139	B04-140		RCP	300	30	16140		B05-301	B05-302	10000 100 AVENUE LN	RCP	300	30	16119	
B04-140	B04-141		RCP	300	30	16141		B05-302	B05-303	10000 100 AVENUE LN	RCP	300	30	16118	
B04-141	B04-142		RCP	300	30	16142		B05-303	B05-304	10000 100 AVENUE LN	RCP	300	30	16117	
B04-142	B04-143		RCP	300	30	16143		B05-304	B05-305	10000 100 AVENUE LN	RCP	300	30	16116	
B04-143	B04-144		RCP	300	30	16144		B05-305	B05-306	10000 100 AVENUE LN	RCP	300	30	16115	
B04-144	B04-145		RCP	300	30	16145		B05-306	B05-307	10000 100 AVENUE LN	RCP	300	30	16114	
B04-145	B04-146		RCP	300	30	16146		B05-307	B05-308	10000 100 AVENUE LN	RCP	300	30	16113	
B04-146	B04-147		RCP	300	30	16147		B05-308	B05-309	10000 100 AVENUE LN	RCP	300	30	16112	
B04-147	B04-148		RCP	300	30	16148		B05-309	B05-310	10000 100 AVENUE LN	RCP	300	30	16111	
B04-148	B04-149		RCP	300	30	16149		B05-310	B05-311	10000 100 AVENUE LN	RCP	300	30	16110	
B04-149	B04-150		RCP	300	30	16150		B05-311	B05-312	10000 100 AVENUE LN	RCP	300	30	16109	
B04-150	B04-151		RCP	300	30	16151		B05-312	B05-313	10000 100 AVENUE LN	RCP	300	30	16108	
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B04-161	B04-162		RCP	300	30	16162		B05-323	B05-324	10000 100 AVENUE LN	RCP	300	30	16097	
B04-162	B04-163		RCP	300	30	16163		B05-324	B05-325	10000 100 AVENUE LN	RCP	300	30	16096	
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B04-164	B04-165		RCP	300	30	16165		B05-326	B05-327	10000 100 AVENUE LN	RCP	300	30	16094	
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B04-167	B04-168		RCP	300	30	16168		B05-329	B05-330	10000 100 AVENUE LN	RCP	300	30	16091	
B04-168	B04-169		RCP	300	30	16169		B05-330	B05-331	10000 100 AVENUE LN	RCP	300	30	16090	
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B04-170	B04-171		RCP	300	30	16171		B05-332	B05-333	10000 100 AVENUE LN	RCP	300	30	16088	
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B04-177	B04-178		RCP	300	30	16178		B05-339	B05-340	10000 100 AVENUE LN	RCP	300	30	16081	
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B04-182	B04-183		RCP	300	30	16183		B05-344	B05-345	10000 100 AVENUE LN	RCP	300	30	16076	
B04-183	B04-184		RCP	300	30	16184		B05-345	B05-346	10000 100 AVENUE LN	RCP	300	30	16075	
B04-184	B04-185		RCP	300	30	16185		B05-346	B05-347	10000 100 AVENUE LN	RCP	300	30	16074	
B04-185	B04-186		RCP	300	30	16186		B05-347	B05-348	10000 100 AVENUE LN	RCP	300	30	16073	
B04-186	B04-187		RCP	300	30	16187		B05-348	B05-349	10000 100 AVENUE LN	RCP	300	30	16072	
B04-187	B04-188		RCP	300	30	16188		B05-349	B05-350	10000 100 AVENUE LN	RCP	300	30	16071	
B04-188	B04-189		RCP	300	30	16189		B05-350	B05-351	10000 100 AVENUE LN	RCP	300	30	16070	
B04-189	B04-190		RCP	300	30	16190		B05-351	B05-352	10000 100 AVENUE LN	RCP	300	30	16069	
B04-190	B04-191		RCP	300	30	16191		B05-352	B05-353	10000 100 AVENUE LN	RCP	300	30	16068	
B04-191	B04-192		RCP	300	30	16192		B05-353	B05-354	10000 100 AVENUE LN	RCP	300	30	16067	
B04-192	B04-193		RCP	300	30	16193		B05-354	B05-355	10000 100 AVENUE LN	RCP	300	30	16066	
B04-193	B04-194		RCP	300	30	16194		B05-355	B05-356	10000 100 AVENUE LN	RCP	300	30	16065	
B04-194	B04-195		RCP	300	30	16195		B05-356	B05-357	10000 100 AVENUE LN	RCP	300	30	16064	
B04-195	B04-196		RCP	300	30	16196		B05-357	B05-358	10000 100 AVENUE LN	RCP	300	30	16063	
B04-196	B04-197		RCP	300	30	16197		B05-358	B05-359	10000 100 AVENUE LN	RCP	300	30	16062	
B04-197	B04-198		RCP	300	30	16198		B05-359	B05-360	10000 100 AVENUE LN	RCP	300	30	16061	
B04-198	B04-199		RCP	300	30	16199		B05-360	B05-361	10000 100 AVENUE LN	RCP	300	30	16060	
B04-199	B04-200		RCP	300	30	16200		B05-361	B05-362	10000 100 AVENUE LN	RCP	300	30	16059	
B04-200	B04-201		RCP	300	30	16201		B05-362	B05-363	10000 100 AVENUE LN	RCP	300	30	16058	
B04-201	B04-202		RCP	300	30	16202		B05-363	B05-364	10000 100 AVENUE LN	RCP	300	30	16057	
B04-202	B04-203		RCP	300	30	16203		B05-364	B05-365	10000 100 AVENUE LN	RCP	300	30	16056	
B04-203	B04-204		RCP	300	30	16204		B05-365	B05-366	10000 100 AVENUE LN	RCP	300	30	16055	
B04-204	B04-205		RCP	300	30	16205		B05-366	B05-367	10000 100 AVENUE LN	RCP	300	30	16054	
B04-205	B04-206		RCP	300	30	16206		B05-367	B05-368	10000 100 AVENUE LN	RCP	300	30	16053	
B04-206	B04-207		RCP	300	30	16207		B05-368	B05-369	10000 100 AVENUE LN	RCP	300	30	16052	
B04-207	B04-208		RCP	300	30	16208		B05-369	B05-370	10000 100 AVENUE LN	RCP	300	30	16051	
B04-208	B04-209		RCP	300	30	16209		B05-370	B05-371	10000 100 AVENUE LN	RCP	300	30	16050	
B04-209	B04-210		RCP	300	30	16210		B05-371	B05-372	10000 100 AVENUE LN	RCP	300	30	16049	
B04-210	B04-211		RCP	300	30	16211		B05-372	B05-373	10000 100 AVENUE LN	RCP	300	30	16048	
B04-211	B04-212		RCP	300	30	16212		B05-373	B05-374						

● Manhole
— Sewer Main



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
C05-270	B05-009		RCP	530	63	10981
B05-027	B05-289		RCP	22	63	14568
B05-009	B05-027	DOUGLAS BL	RCP	422	63	14567
C05-416	C05-139		RCP	375	63	9412454
C05-149	C05-165	FOLSOM RD	RCP	272	63	10970
C05-139	C05-149		RCP	175	63	10968
C05-111	C05-127		RCP	110	63	10964
C05-096	C05-086		RCP	377	63	10148
C05-102	C05-111		RCP	150	63	10962
C05-086	C05-085		RCP	315	63	10150
C05-076	C05-102		RCP	811	63	10960
B04-056	B04-229	DARLING WY	RCP	124	66	16190
B05-137	B04-269		RCP	380	66	14575
B05-117	B05-137		RCP	389	66	14573
B05-289	B05-049	DOUGLAS BL	RCP	383	63	938000
B05-100	B05-117		RCP	314	66	14571
B05-413	B05-100	BULJAN DR	RCP	322	63	14570
B05-049	B05-413	BULJAN DR	RCP	678	63	14569
C05-021	C05-064		RCP	300	63	10137
C05-254	C05-270		RCP	277	63	10979
C05-127	C05-416		RCP	15	63	10966
C05-085	C05-076		RCP	283	63	10152
C05-165	C05-164	FOLSOM RD	RCP	180	63	10972
C05-064	C05-067		RCP	208	63	10139



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
A06-257	A06-014	DOUGLAS BL	RCP	397	30	16167
A06-014	A06-004	1951 ROCKY RIDGE DR	RCP	267	30	16152
A06-004	B06-327	1951 ROCKY RIDGE DR	RCP	177	30	16154
B06-327	B06-303	1951 ROCKY RIDGE DR	RCP	229	33	16335
B06-303	B06-288	ROCKY RIDGE DR	RCP	315	33	16337
B06-288	B06-274	MALLARD LN	RCP	393	33	16339

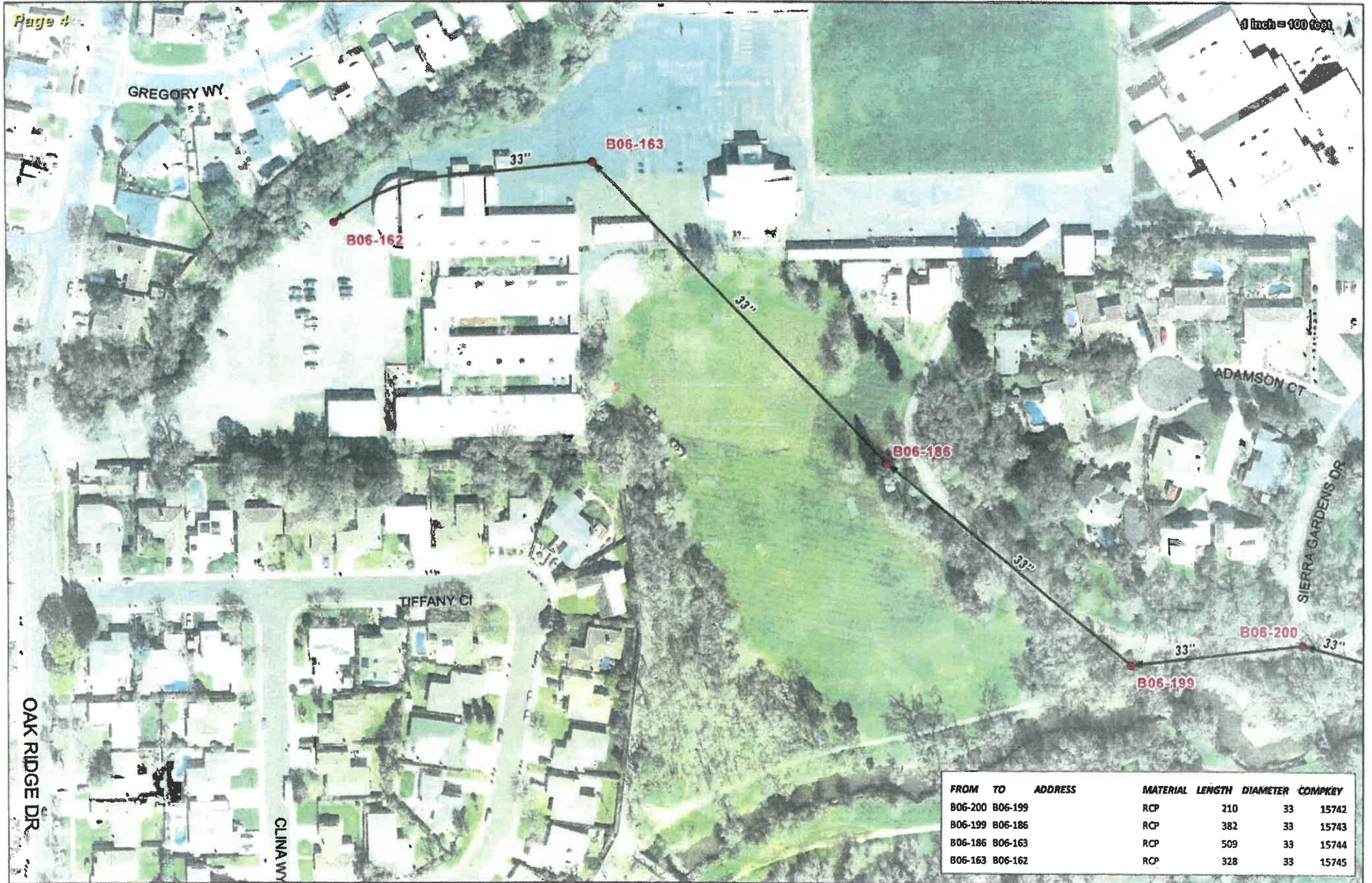
CIRBY WY



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B06-274	B06-261	MALLARD LN	RCP	190	33	16340
B06-261	B06-239	MALLARD LN	RCP	435	33	16341
B06-239	B06-234		RCP	287	33	15735
B06-234	B06-224		RCP	456	33	15737

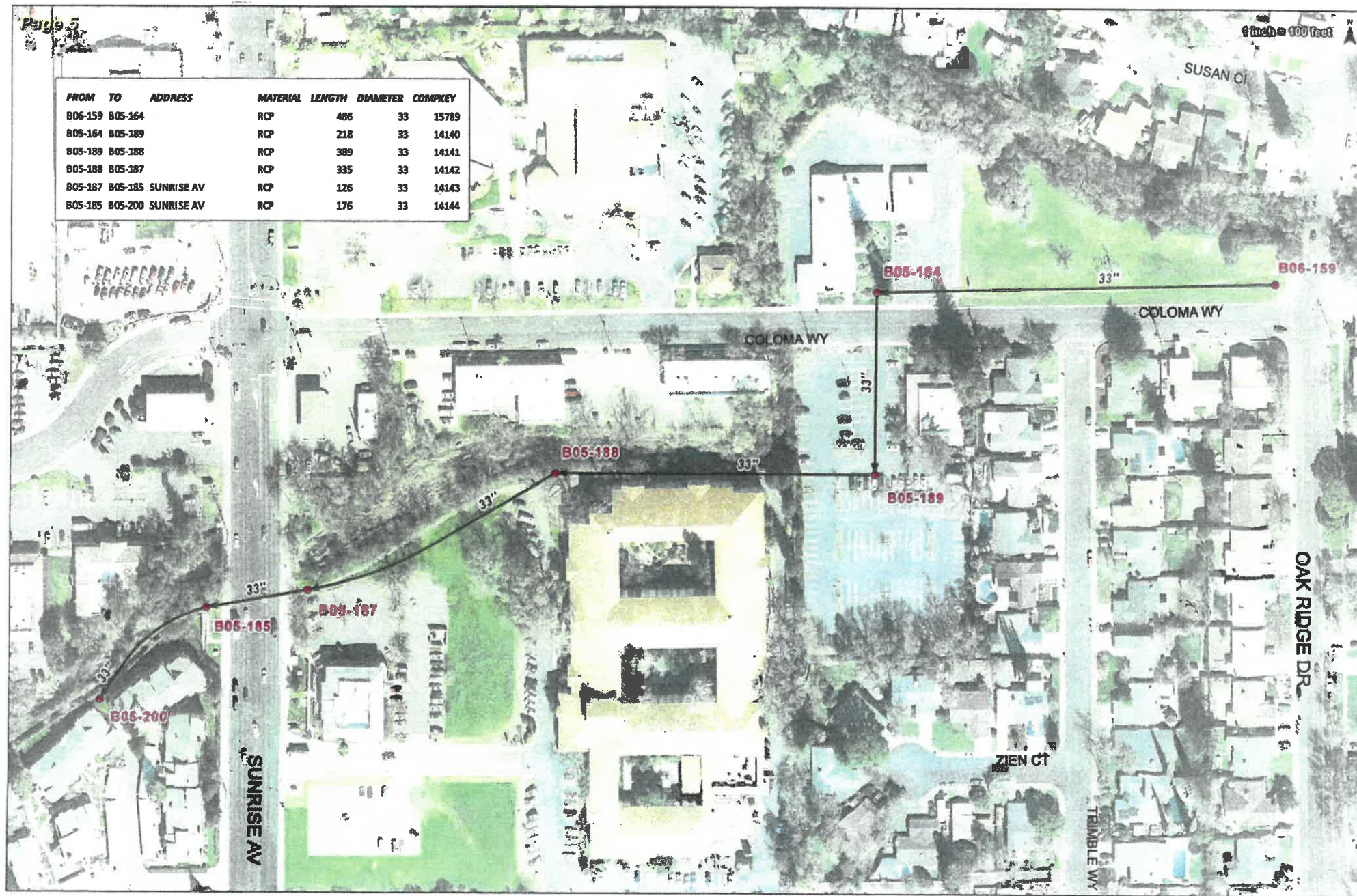


FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B06-234	B06-224		RCP	456	33	15737
B06-224	B06-214		RCP	445	33	15739
B06-214	B06-200		RCP	466	33	15740
B06-200	B06-199		RCP	210	33	15742
B06-199	B06-186		RCP	382	33	15743



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B06-200	B06-199		RCP	210	33	15742
B06-199	B06-186		RCP	382	33	15743
B06-186	B06-163		RCP	509	33	15744
B06-163	B06-162		RCP	328	33	15745

FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-159	B05-164		RCP	486	33	15789
B05-164	B05-189		RCP	218	33	14140
B05-189	B05-188		RCP	389	33	14141
B05-188	B05-187		RCP	335	33	14142
B05-187	B05-185	SUNRISE AV	RCP	126	33	14143
B05-185	B05-200	SUNRISE AV	RCP	176	33	14144





FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-266	B05-291		RCP	348	33	14154
B05-291	B05-290		RCP	205	33	14155
B05-290	B05-273		RCP	134	33	14156
B05-273	B05-263	COLOMA WY	RCP	227	33	14157
B05-263	B05-271	ELISA WY	RCP	263	33	14158
B05-271	B05-242		RCP	302	33	14159
B05-242	B05-239	JO ANNE LN	RCP	153	33	14160
B05-239	B05-238	JO ANNE LN	RCP	85	33	14161



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-238	B05-236	JUANITA WY	RCP	447	33	14162
B05-236	B05-225	JUANITA WY	RCP	159	33	14163
B05-225	B05-222	JUANITA WY	RCP	304	33	14164
B05-222	B05-342	JUANITA WY	RCP	267	33	16216
B05-342	B05-230	JUANITA WY	RCP	308	33	17001
B05-230	B04-151	MACHADO LN	RCP	444	30	14970



KENROY LN

RIVERSIDE AV

FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B04-163	B04-098	RIVERSIDE	RCP	105	30	9440252
B04-098	B04-162	RIVERSIDE	RCP	243	30	14941
B04-162	B04-161	RIVERSIDE	RCP	40	30	14942
B04-161	B04-160	RIVERSIDE	RCP	12	30	16198
B04-160	B04-157	RIVERSIDE	RCP	378	30	16203
B04-157	B04-156		RCP	425	30	14944
B04-156	B04-155		RCP	425	30	14945

VERNON ST

WINDSOR DR

KENROX LN

B04-131

30"

B04-152

30"

B04-135

30"

B04-154

30"

B04-155

30"

FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B04-156	B04-155		RCP	425	30	14945
B04-155	B04-154		RCP	422	30	14946
B04-154	B04-135		RCP	146	30	14947
B04-135	B04-152		RCP	282	30	14948
B04-152	B04-131		RCP	505	30	14949



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	CONCRETE
C06-021	C05-064		RCP	301	63	10137
C05-064	C05-067		RCP	168	63	10139



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
C05-096	C05-086		RCP	382	63	10148
C05-086	C05-085		RCP	325	63	10150
C05-085	C05-078		RCP	272	63	10152
C05-078	C05-102		RCP	829	63	10960
C05-102	C05-111		RCP	158	63	10962



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
C05-111	C05-127		RCP	109	63	10964
C05-127	C05-416		RCP	15	63	10966
C05-416	C05-139		RCP	383	63	9412454
C05-139	C05-149		RCP	173	63	10968
C05-149	C05-165	FOLSOM RD	RCP	272	63	10970
C05-165	C05-164	FOLSOM RD	RCP	180	63	10972

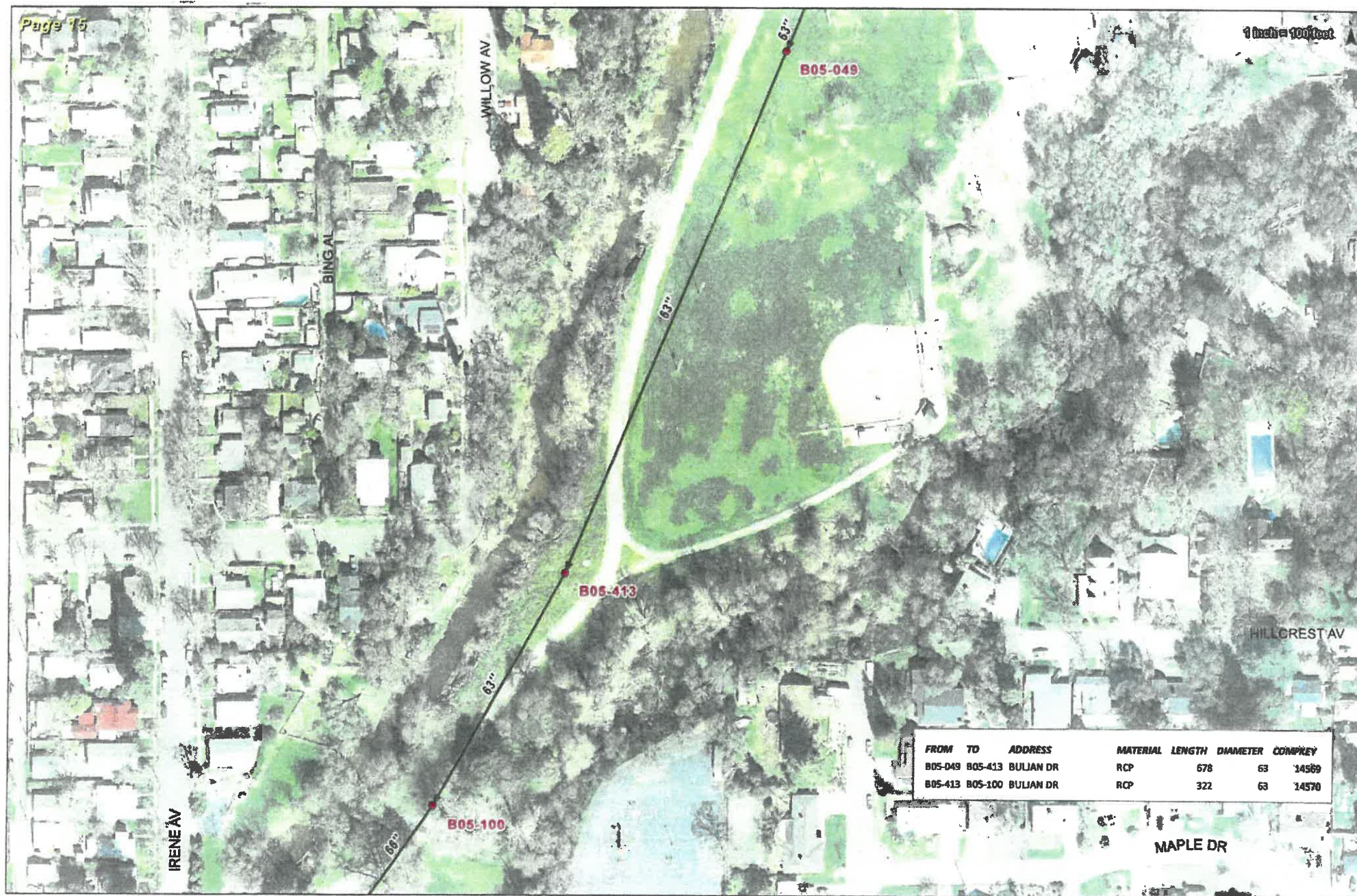


FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPEY
C05-254	C05-270		RCP	277	63	10979
C05-270	B05-009		RCP	530	63	10981



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-009	B05-027	DOUGLAS BL	RCP	422	63	14567
B05-027	B05-289		RCP	19	63	14568
B05-289	B05-049	DOUGLAS BL	RCP	383	63	9338000

1 inch = 100 feet



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-049	B05-413	BULIAN DR	RCP	678	63	14589
B05-413	B05-100	BULIAN DR	RCP	322	63	14570



FROM	TO	ADDRESS	MATERIAL	LENGTH	DIAMETER	COMPKEY
B05-100	B05-117		RCP	314	66	14571
B05-117	B05-137		RCP	389	66	14573
B05-137	B04-269		RCP	380	66	14575
B04-269	B04-056		RCP	80	66	9338012
B04-056	B04-229	DARLING WY	RCP	124	66	16190

TECHNICAL REQUIREMENTS

Consultant shall clearly describe the approach and procedures that will be implemented to meet the technical requirements required for the Consultant as stated in this section. As a minimum, all specified technical requirements must be addressed in the proposal. The Consultant may describe additional, alternative approaches and procedures. Note that any significant deviations from the conditions set forth in this RFP must be identified.

(i) General Requirements

The Consultant's performance of inspections and other services shall not result in the interruption of wastewater service to any customer in the City. Wastewater must be controlled within the pipeline at all times.

Consultant shall provide an electronic copy of all field inspection data to be inputted into the City's computer in a format compatible with the City's existing program(s) (Granite-XP & Granite-Net, Microsoft Access/Excel/Word, and ArcGIS) as specified in this RFP. For the purpose of backup, a copy of the completed log sheets will be kept by the Consultant.

Consultant shall notify and request the assistance of City staff, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors or diversion gates within the manhole structures. If the Consultant requests assistance that requires a significant use of City staff time and resources, the Consultant shall be responsible for reimbursing the City on a time and materials basis.

Consultant shall be responsible for keeping debris off public and/or private streets, storm drains, creeks, and all other areas adjacent or within the work area. Consultant shall restore the existing work area grounds, pavement, landscaping, striping, signs, etc. to its original (pre-mobilization) condition.

Consultant shall provide video in digital MPEG format (or approved equal) and meet the requirements specified herein including notations identifying the pipe segment by manhole number and street location. The notation shall identify all connections, general conditions of the sewer pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records of the daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. The Consultant shall also submit a sample of CCTV video of the same quality to be provided for this project at the time of the preconstruction meeting for City review and approval.

The video recordings become the property of the City.

Consultant shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the City.

Consultant shall obtain all necessary permits, e.g., encroachment permits, and observe all standard rules of safety for staff and the public in accordance with local laws and accepted practice. Additionally, the Consultant shall be certified and demonstrate knowledge of current safety requirements for confined space entry as outlined in Technical Requirements Section "(ix) Safety" of this RFP.

Consultant shall progress with the work in an orderly manner at appropriate times not to interfere excessively with traffic patterns or the normal routine of a neighborhood. A traffic control plan and schedule of work shall be submitted to the City for review and approval prior to setting up for work.

Normal working hours shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain operations may require night work by the Consultant during low usage periods. The Consultant may also be required to work at night if, at any time, the City shall deem it necessary for the progress of the work, or if emergencies arise. The Consultant shall promptly comply with any such requirements made in writing by the City. The Consultant will also be permitted to work at night in order to maintain the required progress or protect the work from the elements upon approval by the City. When required, ordered, or permitted to work at night, the Consultant shall provide sufficient and satisfactory lighting and other facilities. The Consultant 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.

Consultant shall be in full charge and be responsible for the job site, the scope of work of this Contract, and subject to the directions of the City Engineer.

Consultant shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills.

For emergency situations, Consultant shall respond to a special request issued by the City within 24 hours for CCTV inspection; one week for Sonar Profiling and Laser Profiling. The Consultant shall have full-time personnel experienced in CCTV/Video footage review, Sonar Profiling, and Laser Profiling readily available within the time limits noted above of an emergency notification.

Consultant must be prepared to perform sewer pipeline condition assessment services upon execution of the agreement and within two (2) weeks of the Notice to Proceed issued by the City.

(ii) Sewer Pipeline Condition Assessment

(1) CCTV Inspection, Sonar Profiling, and Laser Profiling

CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observations results shall be recorded and presented on a per "asset" basis, manhole-to-manhole. A pipe "asset" is defined as one continuous pipe from the upstream manhole to the downstream manhole.

Consultant shall make a video recording of the television inspection and supply one copy to the City. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. Consultant shall have no vested rights to the completed work and may not sell or reuse it without the City's permission.

The project data furnished to the Consultant for use in rendering project services shall remain the property of the City. Consultant may not sell or reuse data without permission of the City.

Consultant shall create pipeline reports, containing the measurement of faults and other features inside the pipeline when using Laser profiling to survey the pipe with the CCTV camera. This includes measurements of pipe size, laterals, water levels and other features, as well as automatic analysis of pipe ovality and pipe available capacity up to 30 times per second.

Consultant shall create pipeline reports, containing visual profile, profile comparison, and dimension data of significant defects when using Sonar Profiling to survey the pipe. The report shall include the longitudinal pipeline cross sections showing the crowning corrosion profile and/or debris profile.

(2) Equipment

Consultant shall provide equipment capable of utilizing the electronic data collection. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for in-sewer inspection of sewer pipelines ranging from 30-inch to 66-inch diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer pipeline. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6- inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of up to 1,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in hazardous location and wet environments. This equipment must be approved for using Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

Consultant shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.)

Consultant shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

The Laser profiler shall be able to attach to a CCTV camera to capture or record a Laser profile, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes 30-inches to 66-inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter. The laser shall support automatic analysis of pipe ovality and capacity at a rate of 30 times per second and be Class 1; eye-safe for operator safety. The laser unit shall be capable of being repeatedly actuated to provide data that eliminates six-degree-of-freedom sensor alignment problems. The laser sensor resolution shall be 10 mm, with a laser sensor accuracy of 5 mm at 3 meters in pipelines 36-inches and larger.

The Sonar Profiler shall be able to operate in submerged and semi-submerged pipelines from 30-inches to 66-inches in diameter. It shall be programmable multi-frequency profiling sonar which supports a range of frequencies from 600 kHz to 1.0 MHz. It can be used with CCTV to provide simultaneous image of the pipe both above and below waterline. The head of the Sonar Profiler shall utilize a rotating transducer and shall transmit an acoustic signal toward the pipe walls in a radial fashion.

(3) Installation

The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the sewer pipeline's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral/main connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral/main pipe and connection (including looking up the lateral/main) or defect to thoroughly evaluate its condition.

Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer pipeline conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, Consultant shall re-set equipment in a manner so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire section, Consultant shall notify the City immediately.

If during the television inspection the Consultant encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent sewer spill) City shall be notified immediately. Furthermore, Consultant shall provide a copy of the video of the section of the line containing the condition within 24 hours.

If during the television inspection, the camera becomes caught within a sewer pipeline and cannot be retrieved, the Consultant shall not excavate the pipe to retrieve it. Consultant shall inform the City immediately for assistance, but it is the Consultant's responsibility to remove the camera and ensure that the sewer pipeline is not damaged.

When non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exists between members of the crew.

Accuracy of the measurement shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the centerline of the upstream manhole, unless specific permission is given to do otherwise by the City.

The installation of the sonar profiler shall allow the inspection of siphons. It can be deployed upstream and downstream from an inlet or outlet manhole.

(4) Documentation of Television/Profiling Results

An executive summary for the CCTV Inspection or a preliminary report for Sonar Profiling and Laser Profiling shall be provided in an electronic format acceptable to the City and shall be provided within two (2) weeks from the completion of the inspection. A final report for Sonar Profiling and Laser Profiling shall be submitted within four (4) weeks from the completion of the inspection. The executive summary shall clearly show the location, in relation to adjacent manholes (i.e., stations), of each lateral/main connection discovered. In addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernible features shall be included as brief and informative comments of the sewer pipeline conditions.

Per the documented inspection defects, within the final report, the Consultant shall provide estimated re-inspection frequencies and estimated remaining useful life of wastewater pipes. The inspection of each sewer pipeline asset (manhole to manhole) shall include a PACP sewer pipeline report documenting the amount of structural and O&M defects and shall include a rating based on the PACP Quick Rating System.

The City reserves the right, at its discretion, to convert the written report to digitized form. Consultant will be required at the time to provide the documentation in the new format without extra cost to the City.

Consultant shall record in digital color video of the data on the television monitor onto digital video disc(s) (DVDs) as required by the City. A copy shall be provided to within two (2) weeks after the job is completed. If requested by the City, the Consultant shall have the ability to provide copies of said DVD recordings within 24 hours of the assignment. The DVD recordings shall be finalized at the end of video recordings on every disc to prevent accidental erasure. Consultants shall have all DVDs and necessary playback equipment readily accessible for review by the City during the life of the contract.

The video recording shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. Video DVDs deemed unacceptable by the City shall be reproduced at no cost to the City.

DVDs shall include the following information:

Visual

- City Manhole I.D. numbers
- Pipe diameter
- Pipe material
- Date of TV inspection
- Current distance along reach (tape counter footage)
- Description and location of each lateral/main connection;
- Description and location of pipe defects and;
- Printed labels on DVD container and disc with location information, date format information, and other descriptive information

(5) Acceptable CCTV Standard

The television inspection and the condition assessment of the sewer pipeline should be conducted per the requirements stated in this contract.

The picture of the television inspection should be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City should be correct and complete.

Should at any time the City is not satisfied with the quality of the CCTV inspection conducted by the Consultant, the City may request the Consultant to re-televise the pipe or resubmit the records at no extra cost to the City. The Consultant's substandard work may also result in the City terminating the contract.

(6) Submittal of Television, Sonar Profiling, and Laser Profiling Results

DVDs, written reports, Sonar Profiling, and Laser Profiling reports shall be submitted to:

City of Roseville
Environmental Utilities Department
Attn: Jonathan Cummings
2005 Hilltop Circle
Roseville CA 95747

(iii) Scheduling

Consultant shall submit an inspection schedule before the Consultant plans to begin work at least ten (10) calendar days in advance. No sewer pipeline inspection shall be performed unless the City has received the schedule and has given its authorization to proceed. Consultant must schedule all work for each sewer pipeline listed beginning at the most upstream end and proceeding in a downstream direction until all work on that sewer pipeline is completed.

The City reserves the right to inspect all work as it is performed, and to reject any work product that in the opinion of the City is defective or does not meet the requirements of the agreement. In the event that work schedule proposed by Consultant places the City at an inconvenience with respect to the inspection of the work, the City may require Consultant to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the City to enable the City to exercise the right to inspect. The City reserves the right to rearrange Consultant's schedule as needed to accommodate emergency work or other activity that may need to be performed in sewer pipelines.

(iv) Property Damage Caused by the Consultant

Should any damages be caused to public or private property (including infrastructure) by Consultant or its employees or agents, Consultant will be required to, first notify the City, and then, with City approval, make repairs immediately and return it to its original condition or better. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due to Consultant under this or any other contract with the City. All repair and/or replacement shall be performed to the satisfaction of the City.

(v) Sewer Pipeline Preparation

No special requirements/preparations are needed to prepare the sewer pipelines for inspection activities. Should Consultant deem that a special arrangement is needed in order to proceed through the inspection of the sewer pipeline, it shall first be brought to the attention of the City Engineer for review to determine if the special arrangement is needed. Consultant shall provide advance notification to property owners prior to performing work within an Easement or Right of Way.

(vi) Blockages and Surcharges

If a sewer pipeline section is surcharged due to a blockage, Consultant shall notify the City immediately. The City will take the responsibility of clearing the blockage until the surcharge condition is relieved. The inspection of this reach may need to be re-scheduled. Sewer pipeline maintenance may only be performed on sewer pipelines with a flow level of 50% or less of the pipe diameter. If the surcharge due to a blockage was caused by the Consultant, Consultant shall correct at their expense with the City's approval.

(vii) Inaccessible Manholes

In the event that a manhole cannot be located or is inaccessible, Consultant shall move to the next manhole where work can be performed. The Consultant shall notify the City of the problem on the next working day and the City will make an investigation. Consultant will then be required to return to the site to complete any unfinished sewer pipeline inspection after the problem has been rectified.

(viii) Emergency Notification

Consultant shall immediately notify the City whenever a surcharged sewer or a partial or total pipe blockage is discovered. Consultant shall indicate the location, nature of the problem, and when the problem was first detected. Consultant may continue working, but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City representatives.

(ix) Safety

Consultant shall comply with all Federal, State, and locally regulations and applicable Cal-OSHA requirements.

If confined space entry into a live sewer pipeline or manhole is necessary, all applicable regulatory mandates and City of Roseville Confined Space Procedures (**Attachment G**) shall be observed including but not limited to ventilation, monitoring of the manhole atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during manhole entry. Consultant is required to operate and maintain safety equipment and be responsible for safety training of the crew. Consultant shall never leave an open manhole unattended.

All equipment must be removed from the sewer pipeline at the end of each work session. Consultant shall perform all work in the safest possible manner. If Consultant is deemed to be working in an unsafe manner by the City, the Contract may be terminated at the City's discretion.

(x) Traffic Control

All costs for labor, equipment, and materials required to establish traffic control shall be included in the contract price.

Traffic control plans for the project shall be submitted and approved by the City prior to the commencement of any work as requested by this RFP.

(xi) Avoidance and Minimization Measures

Consultant shall comply with applicable measures within Section 2 (Avoidance and Minimization Measures) of the City's Streambed Alteration Agreement for Routine Maintenance Activities (**Attachment H**). The applicable measures are the following:

- 2.29 Decontamination Sites
- 2.31 Minimization of Vehicle Parking
- 2.34 Operating Equipment and Vehicle Leaks
- 2.35 Stationary Equipment Leaks
- 2.36 Equipment Maintenance and Fueling
- 2.41 Mud, Silt and Other Pollutants
- 2.52 Pollution and Litter

These measures are applicable within identified riparian zones within the City, see Riparian Zone Map (**Attachment I**). The consultant shall notify the City 24 hours prior to entering an identified riparian zone. The Consultant shall take every precaution to avoid direct or indirect impact to local habitat and adjacent streams. In the event vegetation removal is required, the Consultant shall notify the City prior to continuing work. No work shall proceed without authorization from the City.

EXHIBIT “B”

NATIONAL PLANT SERVICES, INC. PROPOSAL FOR CITY OF ROSEVILLE
WASTEWATER INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT, PHASE 2
2019 - MSI INSPECTION PRICING WITH CCTV/LASER/SONAR PROCESSING

Qty	Description	Sales Price	Line Item Price
1	Mobilization and De-Mobilization	\$7,500.00	\$ 7,500.00
21,300	Multi-Sensor Inspection with CCTV: 30"-66" (\$/LF)	\$5.00	\$ 106,500.00
10%	Unanticipated Inspection and Condition Assessment of Sewer Interceptors		\$ 10,650.00
21,300	Processing of Laser and Sonar Data + Line Segment Reports (\$/LF)	\$1.00	\$ 21,300.00
1	Professional Liability Insurance	\$5,000.00	\$5,000.00
1	Traffic Control and Permits, minor TC Included	Included	\$0.00
1	Data Walkthru Session	Included	\$ -
1	Final Project Report	Included	\$ -
Total Project Price		\$	150,950.00

* Minor Traffic Control (cones and signs) is included.

FINAL BILLING TO BE BASED ON THESE LINE ITEM COSTS. THE FOLLOWING PAGE SHOWS ASSUMED WORK HOURS BY PERSONNEL.
COSTS INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, INCIDENTALS, AND ADMINISTRATION.

**NATIONAL PLANT SERVICES, INC. PROPOSAL FOR CITY OF ROSEVILLE
WASTEWATER INTERCEPTOR INSPECTION AND CONDITION ASSESSMENT, PHASE 2
2019 - MSI INSPECTION PRICING WITH CCTV/LASER/SONAR PROCESSING**

Project Scope is 21,300 LF. Schedule assumes we can inspect 1,500 LF per day, therefore deployment operations should last approximately 15 working days

HOURS PER TASK BY KEY PERSONNEL

	PROJECT MANAGEMENT (TASKS 1, 1.1, 2.1)	JOB RECONNAISSANCE (TASK 2)	MOBILIZATION & DEMOB (TASK 2)	LASER, SONAR, AND PACP INSPECTION DEPLOYMENT (TASK 2)	UNANTICIPATED INSPECTION AND CONDITION ASSESSMENT (TASK 2.2)	REPORTING & FINAL REPORT (TASKS 3 THRU 3.4)	TOTAL HOURS	TOTAL COST
KEY PERSONNEL								
Michelle Beason, Project Manager/Client Services	40	8			59	50	157	\$ 28,290.00
Dennis Keene, President	10						10	\$ 2,000.00
Daniel Solano, Project Superintendent	30						30	\$ 5,100.00
Zach Petit, General Manager, Hayward	25					79	104	\$ 14,560.00
MSI Lead - Ferdy Moreno or Nikolai Korhummelstone		10	16	120			146	\$ 36,500.00
Operator 2/2nd Crew Person **		20	16	120			156	\$ 35,100.00
Third Crew Person **		20	16	120			156	\$ 23,400.00
Jasmin Villalovos, Reporting/QA/QC						80	80	\$ 6,000.00
Total							839	\$ 150,950.00

*Major Traffic Control and permits are additional at cost plus 10%

** Second and Third Crew person will be assigned when project kickoff gets closer, and will be on the project for the entire duration.

NOTE: Hours are approximate.

Cost sheet on previous page
will dictate final billing.

KEY PERSONNEL	HOURLY RATE	PROJECT AVAILABILITY (%)
Michelle Beason, Project Manager/Project Engineer	\$ 180.00	30
Dennis Keene, President	\$ 200.00	10
Daniel Solano, Superintendent	\$ 170.00	10
Zach Petit, General Manager, Hayward	\$ 140.00	20
MSI Truck + Operator (Ferdie or Nikolai)	\$ 250.00	100
Winch Truck + Operator	\$ 225.00	100
Third Crew Person	\$ 150.00	100
Jasmin Villalovos, Reporting/QA/QC	\$ 75.00	30
Out of Town (Daily Rate)	\$ 125.00	
TPR Traffic Solutions - Traffic Plan Preparation (no NPS markup)	\$350 per sheet	



COUNCIL COMMUNICATION

CC #: 0160

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

Title: Eureka Median Landscape Improvement Project - Budget Adjustment

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

Meeting Date: 7/10/2019

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to authorize a budget adjustment of \$102,000.00 from the Traffic Safety Fund (Fund 2321) and the Automall Improvement Fund (Fund 3011) to the Eureka Median Landscape Improvement Project.

BACKGROUND

This project proposes to enhance the three landscaped medians on Eureka Road between Sunrise Boulevard and Lead Hill Road. Given the age of the landscaping, some of the plant material has died and been removed. The project will replace plantings in the areas where none currently exist, fill in other areas where existing plantings remain and fine-tune the existing irrigation system.

If approved, the work will be performed by one of our on-call landscape services contractors. The on-call service agreements were approved by Council in April 2019.

FISCAL IMPACT

Funding for the project is comprised of two funding sources: \$63,836.00 from the Traffic Safety Fund (Fund 2321) and \$38,164.00 from the Automall Improvement Fund (Fund 3011). The total project cost is \$102,000.00. The maintenance of these medians is included in the Olympus Lighting & Landscape District. There will be no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project is forecast to create one new job.

ENVIRONMENTAL REVIEW

The proposed project involves the rehabilitation and maintenance of an existing facility. This

activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Assistant City Manager

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6120

Eureka Medians _Budget Adjustment

ORDINANCE NO. 6120

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Eureka Median Improvement project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$102,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee/Park Planning & Development Superintendent
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Planning
 FISCAL YEAR: FY2019-20
 COUNCIL DATE (if applicable): July 10, 2019 ORDINANCE: _____

ACCOUNT STRING				BUDGET (\$)	ACCOUNT NAME & DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7439	6801	80701		38,164	Transfers out - operating: Automall CFD#1 Special Tax to Automall Improvement Fund
3011	4801	80301		(38,164)	Transfers in - operating: Automall Improvement Fund from Automall CFD#1 Special Tax
7439				(38,164)	Decrease in available resources in Automall CFD#1 Special Tax
3011				38,164	Increase in available resources in Automall Improvement Fund
				-	
				-	
SUBTOTAL				-	
2321	5312	84001	500072	63,836	Contract Services - Landscapes: Traffic Safety Fund portion of the project
3011	5312	84001	500072	38,164	Contract Services - Landscapes: Automall Improvement Fund portion of the project
				-	
				-	
				-	
SUBTOTAL				102,000	
2321				(63,836)	Decrease in Traffic Safety Fund available resources
3011				(38,164)	Decrease in Automall Improvement Fund available resources
				-	
				-	
				-	
SUBTOTAL				(102,000)	

Justification for Budget Adjustment:

To close the Automall CFD #1 Special Tax fund and transfer \$38,164 to the Automall Improvement fund to be used as a funding source for the Eureka Median Project. This budget adjustment also establishes a \$102,000 budget for the Eureka Median Improvement project with funding from the Automall Improvement Fund (\$38,164) and the Traffic Safety Fund (\$63,836).

Kathy Cullen		<i>Kathy Cullen</i>	
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE
REQUIRED APPROVALS:			
<i>[Signature]</i>	6/17/19	<i>[Signature]</i>	6/20/19
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
<i>[Signature]</i>	6/20/19		
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	



COUNCIL COMMUNICATION

CC #: 0165

File #: 0800-02 & 0201-01

Title: Risk and Resilience Assessment Project - Professional Services Agreement and Budget Adjustment

Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a professional services agreement for engineering services to Jacobs Engineering Group, Inc. in the amount of \$486,022.00 for the Risk and Resilience Assessment project and adopt a resolution authorizing the City Manager to execute it. Staff also recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$650,000.00 from fund balance in the Water Operations Fund to cover the professional services, internal labor and other costs.

BACKGROUND

On October 23, 2018, Congress signed into law the American Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and development of a corresponding Emergency Response Plan (ERP). As a result, the Risk and Resilience Assessment project has been initiated to ensure that the Water Utility fulfills the requirements of the new law.

The AWIA provided preliminary guidelines for conducting the RRA and developing the ERP. These guidelines, and any additional direction from the Environmental Protection Agency (EPA) shall be utilized for conducting the work.

Upon completion of the RRA and development of the ERP, the utility is to submit a certification to the EPA showing compliance with the federal mandate. Certification deadlines are staggered and based on population served. Given that the City serves a population greater than 100,000, the City is obligated by the new law to submit the RRA and ERP certifications by March 31, 2020, and September 30, 2020, respectively.

On March 19, 2019, five (5) consultants proposed on the project. The proposals were evaluated by Environmental Utilities Department staff and ranked based on the criteria specified in the Request for Proposals (RFP) No. 08-048. Staff determined the Jacobs Engineering Group, Inc. (Jacobs) proposal provided the best value based on the evaluation criteria of the RFP. Jacobs will

provide the engineering services required to complete the RRA, develop the ERP, and prepare the respective certifications required for the project.

FISCAL IMPACT

The project will be funded by the proposed budget adjustment in the amount of \$650,000.00 from fund balance in the Water Operations Fund to cover the professional services, internal labor and other costs. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. This activity is categorically exempt from CEQA as a Class 6 Exemption (State CEQA Guidelines Section 15306). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-314

Professional Services Agreement

Ordinance No. 6124

Budget Adjustment

RESOLUTION NO. 19-314

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the Risk and Resilience Assessment project, by and between the City of Roseville and Jacobs Engineering Group, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Risk and Resilience Assessment

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Jacobs
Engineering Group, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a Risk and Resilience
Assessment and Emergency Response Plan; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #08-048, dated
May 23, 2019, which describes the scope of work to be performed by CONSULTANT, the
budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed four hundred eighty-six thousand, twenty-two dollars (\$486,022.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

- 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. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY,

its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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

6. Time is of the Essence. Time is of the essence of this Agreement.

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

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

9. Standard of Care. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

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

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

15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

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

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

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

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

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
2005 Hilltop Circle
Roseville, CA 95678

CONSULTANT

Jason Junkert, Project Manager
2485 Natomas Park Drive, Ste. 600
Sacramento, CA 95833

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

JACOBS ENGINEERING GROUP, INC.,
a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Resiri Bannear, Vice President
its: 6/5/2019

and

ATTEST:

BY: Secretary Certificate
its: (see attached)

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director



SECRETARY CERTIFICATE

I, Justin Johnson, Assistant Secretary of Jacobs Engineering Group Inc. (the "Company"), hereby certify that:

Leslie Bonneau is Vice President and Client Account Manager of the Company and has been granted authority to sign documents on behalf of the Company.

I hereby further certify that Secretary Certificate remains in full force and effect at the date of this Certification.

Dated this 11th day of June 2019.

A handwritten signature in blue ink, appearing to read "Justin Johnson", written over a horizontal line.

Justin Johnson, Assistant Secretary



State of Texas
County of Dallas

Subscribed and sworn to before me by Justin Johnson this 11 day of June 2019.

A handwritten signature in blue ink, appearing to read "Maria Carvajal", written over a horizontal line.

Notary Public



EXHIBIT “A”



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Suite 600
Sacramento, CA
95833
O +1 916.920.0300
www.jacobs.com

Jonathan Cummings
City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747

May 23, 2019

Subject: City of Roseville Risk and Resilience Assessment (RFP #08-048) Final Scope and Fee

Dear Mr. Cummings,

In response to the acceptance of Jacobs proposal for the City of Roseville Risk and Resilience Assessment RFP (#08-048), please see the attached documentation as listed below:

- Scope of work – detailed description of scope items, including, but not limited to, meetings, travel, deliverables, City involvement, and assumptions
- Final cost estimate – breakdown of staff level of effort per task and subtask, labor costs, and expenses
- Rate schedule – labor rates per labor classification
- Final project schedule – planned schedule for each task and subtask as identified in the scope of work

Should you have any questions regarding our proposal, Jason can be reached by phone at 916.286.0426, by fax at 916.335.1264, or by email at Jason.Junkert@Jacobs.com.

Kind regards,
Jacobs Engineering Group, Inc.

Jason Junkert, PE
Project Manager

Leslie Bonneau
Vice President

City of Roseville Risk & Resilience Assessment and Emergency Response Plan Scope of Work

Organization

This scope of work is organized into the tasks below. Each contains a description of the work organized into subtasks and indicating their associated meetings, travel, deliverables, City involvement, and other assumptions. This scope of work forms the basis of the attached level of effort and budget.

The budget for Jacobs services as described in this scope of work is presented in the accompanying cost estimate table (Attachment 1). The task-specific amounts indicated in the table are provided to illustrate the budget development for the contract and do not provide task-specific not-to-exceed (NTE) amounts. Jacobs will instead be responsible for managing the project as a whole to not exceed the contract total amount. Compensation for Jacobs services will be on a time-and-materials NTE basis, in accordance with the rate schedule in Attachment 2.

The work associated with this contract is provided in the following tasks:

- Task 1 - Project Management (applies to the entire scope of work)
- Tasks 2-5 - America's Water Infrastructure Act of 2018 (AWIA) Scope of Services
- Task 6 - Energy Resilience Assessment Scope of Services

Task 1 – Project Management

Jacobs will perform project management activities throughout this project to ensure that the Jacobs team adheres to its scope, schedule, and budget obligations to the City. Project management consists of the following subtasks.

Subtask 1.1 – Kickoff Meeting

The Jacobs team will prepare for, participate in, and follow up from a kickoff meeting between key members of the Jacobs and City teams to confirm a common understanding of the scope of services, roles and responsibilities, and expectations for the project.

Meetings

- One 2-hour kickoff meeting, to be held at a City location

Travel

- Travel by car for Jacobs project manager from Sacramento to meeting
- Travel by train and/or car by Jacobs RRA task leader from San Francisco to meeting

Deliverables

- Draft and final kickoff meeting agenda
- Draft and final kickoff meeting summary

City Involvement

- Schedule and host kickoff meeting
- Review draft deliverables and provide Jacobs with one set of consolidated/adjudicated comments on each
- Represent necessary City water system functions/areas of expertise at the meeting, consisting of experienced personnel in:

- City PM
- City Principal Engineer
- Financial systems representative
- Security and emergency management
- Water treatment plant supervision/operations
- Water distribution system supervision/operations
- Water system capital improvement planning and/or asset management
- Water system SCADA and IT systems
- Other functions/areas of expertise deemed necessary by City based on review of this scope of work

Other Assumptions

- Up to four Jacobs team members will attend the meeting as follows:
 - Project manager, in person
 - RRA task leader, in person
 - ERP task leader, remotely
 - Energy resilience assessment task leader, remotely

Subtask 1.2 – Project Setup, Accounting, Health & Safety

The Jacobs team will prepare a project execution plan for its team members referenced throughout the project. The plan will be based on this scope of work and also contain information internal to the Jacobs project team, such as rules regarding labor and expense charging, internal work product quality assurance steps, and Jacobs team roles and responsibilities. This plan is internal to Jacobs to support the delivery of this project.

Monthly invoices and status reports will be provided by the Jacobs PM (up to 16). A Health and Safety Plan will also be prepared and available for all Jacobs staff to utilize as a resource throughout the project life.

Meetings

- One internal Jacobs team conference call by up to six team members to review project execution plan

Travel

- None

Deliverables

- Project execution plan internal to Jacobs team
- Monthly status reports and invoices for each task level (up to 16 total)

City Involvement

- Review status reports and invoices

Other Assumptions

- None

Subtask 1.3 – City and Jacobs Team Coordination

This subtask consists of Jacobs' communications with the City on scope, schedule, and budget matters throughout the project in addition to what takes place during the kickoff meeting. This task also includes monthly progress meetings with City staff, as well as ongoing communication between Jacobs' project manager, task leads, and support team members to coordinate activities among tasks and minimize rework or overlap. These are in addition to and different from coordination activities indicated within the technical tasks of this scope of work.

Meetings

- Phone conversations and emails with City as needed throughout project
- Six (6) internal meetings during the course of the project including up to four (4) team members each, led from our Sacramento office and attended remotely as needed.
- Sixteen (16) 1-hour monthly progress conference calls with City staff (up to 2 Jacobs staff)

Travel

- None

Deliverables

- Meeting agendas
- Brief email summaries of key decisions and action items from coordination efforts with City

City Involvement

- Participation in informal communications throughout project
- Project manager preparation for, participation in, and follow-up from each monthly progress meeting
- Comments on draft standing progress meeting agenda

Other Assumptions

- None

Subtask 1.4 – Scope, Schedule, and Budget Management

This subtask includes the Jacobs team's internal management of its scope, schedule, and budget performance throughout the project. This will be led by Jacobs' project manager with support from task leaders and project controls staff. There is no City involvement in this task; results of this task will be communicated in the subtasks above covering ongoing communications and progress meetings.

Meetings

- Internal monthly brief meetings among Jacobs project manager, task leaders, and project controls staff

Travel

- None

Deliverables

- None

City Involvement

- None

Other Assumptions

- None

AWIA Scope of Services

The AWIA scope of services, which consists of Tasks 2 – 6, provides for the development of a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for the City's water system in compliance with the AWIA.

Task 2 – Data Collection and Review

This task will enable the Jacobs team to review City documents related to RRA and ERP development.

Subtask 2.1 – Data Collection and Review

Jacobs will prepare a list of documents and other materials needed of a standard risk or vulnerability assessment and emergency response plan for the City to review and respond to, based on typical items such as previous VAs and ERPs, as well as additional items per the AWIA's emphasis on source water, cybersecurity, financial infrastructure security, chemical storage/handling, and operations and maintenance. Jacobs will also develop preliminary lists of critical assets and threats/hazards for the RRA.

Meetings

- One conference call up to 2-hours for two Jacobs staff to review findings and identify gaps requiring additional research. The meeting will review the document request list and summarize the findings and add any new items to the request list.

Travel

- None

Deliverables

- Document request list
- Preliminary critical asset list
- Preliminary threat/hazard list

City Involvement

- Respond to document request list submitted by Jacobs and supply documents
- Respond to Jacobs' questions, if any, that arise from document review

Other Assumptions

- The City will provide documents via secure file-sharing site or other means to Jacobs
- Based on document request list and conversations with Jacobs staff, City will provide all documents necessary for RRA and ERP development during this task
- Once the EPA guidelines for the work is published, Jacobs will review the guidelines and may request additional materials/information from the City.

Subtask 2.2 – Unanticipated Data Collection and Review

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to additional data collection required in the event that the EPA includes additional requirements and guidelines when they publish the RRA

requirements (anticipated in August 2019). This budget will only be released if the City identifies unanticipated tasks and approves this in writing.

Task 3 – Risk and Resilience Assessment (RRA) for the Water System

This task is for the development of an RRA per AWIA requirements.

Subtask 3.1 – Asset and Threat Characterization

In this subtask, Jacobs will conduct a workshop, interviews, and physical site inspections to complete the asset and threat characterization steps of the RRA for the City's water system.

3.1.1 - Asset and Threat Characterization Workshop

The Jacobs team will facilitate a three-hour workshop with the City project team and/or other participants to confirm and revise the initial asset and threat lists developed during the document review task. Jacobs' activities associated with the workshop will be:

- Confirming list of City participants
- Developing list of any desired external participants, e.g., local law enforcement to provide input on threat characterization
- Preparing workshop slides, worksheets, and/or related materials based on Task 2 and RRA requirements
- Summarizing workshop outcome, including confirmed lists of critical assets and threats/hazards to carry forward in the analysis, and providing lists of assets to physically visit, including any assets that will be used to represent others ("representative assets") due to a high degree of similarity with respect to criticality, type, operations, and physical security

Meetings

- 3-hour workshop, to be held at a City facility. Workshop will include project manager and RRA lead.

Travel

- Travel by car from Sacramento by Jacobs project manager and other team member
- Travel by train and/or car from San Francisco by Jacobs RRA task leader

Deliverables

- Draft and final workshop slides, worksheets, and/or related materials to be delivered 3 business days prior to workshop
- Draft and final workshop summary, including confirmed lists of critical assets and threats/hazards

City Involvement

- Host and schedule the workshop, including arranging for participation by staff representing key City water system functions as identified by Jacobs
- Represent necessary City water system functions/areas of expertise at the meeting, consisting of experienced personnel in:
 - City PM
 - City Principal Engineer
 - Security and emergency management
 - Water treatment plant supervision/operations
 - Water distribution system supervision/operations

- Water supply planning management
- Water system capital improvement planning and/or asset management
- Water system SCADA and IT systems
- Financial systems management
- Other functions/areas of expertise deemed necessary by City based on review of this scope of work
- Coordinate with any external participants (e.g., local law enforcement) for workshop attendance
- Provide comments on draft materials indicated above
- Participate in workshop including providing Jacobs with any remaining input related to asset criticality or threats/hazards not already provided in Task 2

Other Assumptions

- Site visit will begin immediately after workshop

3.1.2 - Site Visits and Interviews

The Jacobs team will conduct site visits and interviews to gain additional knowledge of the City's critical water system assets, operations, physical security, security practices, and related topics. Jacobs' activities associated with this will be:

- Developing agenda for site visit and interview days for City review and scheduling of escorts and interviewees; finalizing agenda
- Customizing Jacobs' standard RRA site visit checklists and interview guides, if needed, based on Task 2 and/or updated RRA guidance made available by USEPA or others by this point in the project
- Leading site visits and interviews
- Preparing internal notes and organizing photographs following on-site activities
- Conducting two internal meetings to discuss results of site visits and interviews

Meetings

- One and a half days of site visits by two (2) Jacobs team members
- One (1) full day of interviews by two (2) Jacobs team members, a final list of the areas of expertise required of City staff will be provided 10 business days in advance for scheduling purposes

Travel

- Travel by train and/or car from San Francisco by Jacobs RRA task leader
- Travel by car from Sacramento by Jacobs RRA team members
- Travel by air from Portland by Jacobs RRA technologist

Deliverables

- Draft and final site visit and interview agenda, including specifying City water system functions to be represented
- Draft and final site visit checklist
- Draft and final interview guides

City Involvement

- Make staff available to escort Jacobs during site visits

- Host interviews and handle City side of interview logistics, including arranging for participation by staff representing key City water system functions as identified by Jacobs. A final list of the areas of expertise required of City staff will be provided 10 business days in advance for scheduling purposes.
- Provide comments on draft materials indicated above

Other Assumptions

- Facilities/assets to be visited will be dependent on the outcomes of Task 2 and the 3.1.1 workshop; two days are assumed sufficient for this scope and level of effort to visit critical and/or representative sites

3.1.3 - Preliminary Findings Meeting

Jacobs will wrap up the site visit and interview days with a two-hour meeting to present the City with initial observations regarding physical security and associated preliminary recommendations, with the understanding that the risk analysis has not yet been conducted. Jacobs' activities associated with the workshop will be:

- Preparing slides to convey initial observations and leading the meeting
- Preparing and submitting a brief summary of the meeting

Meetings

- One (1) 2-hour meeting by two (2) Jacobs team members

Travel

- None; associated travel is covered by the subtask above

Deliverables

- Preliminary findings meeting slides
- Preliminary findings meeting summary

City Involvement

- Host and participate in meeting
- Represent necessary City water system functions/areas of expertise at the meeting, consisting of experienced personnel in:
 - City PM
 - City Principal Engineer
 - A final list of the areas of expertise required of City staff will be provided 10 business days in advance for scheduling purposes

Other Assumptions

- None

Subtask 3.2 – Consequence, Vulnerability, and Threat Analyses

In this subtask, Jacobs will process the information gathered in the previous tasks and subtasks to perform the next three steps of the RRA and solicit City input and concurrence for each step. Jacobs will perform the following activities in this subtask:

- Pairing critical assets and threats/hazards to form threat-asset pairs
- Assigning qualitative (high, medium, low) consequences to the pairs

- Estimating consequences by developing "worst reasonable case" scenarios and loss magnitude estimates in standard consequence categories
- Submitting results of consequence analysis for City review and leading conference call/web meeting of up to two hours to walk through analysis, confirm assumptions, and incorporate City feedback
- Estimating vulnerabilities according to existing physical security and other site characteristics
- Submitting results of vulnerability analysis for City review and leading conference call/web meeting of up to two hours to walk through analysis, confirm assumptions, and incorporate City feedback
- Conducting threat likelihood analysis based on data collected in previous tasks, publicly available information regarding natural hazard likelihood, and other sources as appropriate.
- Submitting results of threat likelihood analysis for City review and leading conference call/web meeting of up to two hours to walk through analysis, confirm assumptions, and incorporate City feedback

Meetings

- Three (3) review meetings (one for each risk analysis step in this subtask) – one 2-hour in-person meeting and two 2-hour conference calls for up to 2 Jacobs staff

Travel

- Travel by car from Sacramento for Jacobs project manager
- Travel by train and/or car from San Francisco by Jacobs RRA leader

Deliverables

- Draft consequence analysis worksheet
- Draft vulnerability analysis worksheet
- Draft threat likelihood worksheet

City Involvement

- Host and participate in meetings with team members appropriate to each risk analysis step
- City staff should include
 - City PM
 - City Principal Engineer
 - Water system SCADA and IT systems
 - Consequence
 - Senior treatment
 - Senior distribution
 - Water system capital improvement planning and/or asset management
 - Other functions/areas of expertise deemed necessary by City based on review of this scope of work
 - Vulnerability/Threat
 - Security

Other Assumptions

- No final analysis or other work products will be submitted in this subtask; the results will be carried over into the following subtask
- Two of the three meetings to be held remotely

- Results of each meeting will be incorporated into the analysis; significant action items will be captured in the ongoing decision log

Subtask 3.3 - Risk/Resilience Analysis and Risk Management Workshop

In this subtask, Jacobs will process the results of the consequence, vulnerability, and threat analyses through the final two steps of the risk analysis process: risk and resilience analysis and management, including the development of risk reduction recommendations as appropriate. Jacobs will conduct the following activities in this subtask:

- Preparing relative risk results per threat-asset pair based on outcome of previous subtasks
- Developing risk reduction recommendations, as appropriate, per the risk results and industry standards. For each risk reduction recommendation, a Class 5 cost estimate will be developed in accordance with the American Association of Cost Engineers International standards. Jacobs team will share risk analysis results with City during analysis period to receive feedback on draft recommendations.
- Preparing materials for, leading, and following up a workshop with the City team to review the risk results and draft recommendations

Meetings

- One (1) risk workshop of up to 4 hours for up to 3 Jacobs staff

Travel

- Travel by car from Sacramento for Jacobs project manager and other staff
- Travel by train and/or car from San Francisco by Jacobs RRA leader

Deliverables

- Draft risk results worksheet in advance of workshop
- Draft recommendations and timeline/phasing, including a draft Class 5 cost estimate, to be provided to the City prior to the workshop
- Draft and final risk workshop materials and summary to be delivered 3 business days prior to the workshop

City Involvement

- Host and participate in risk workshop
- Comment on draft risk workshop materials and summary
- City staff should include:
 - City PM
 - City Principal Engineer
 - Security and emergency management
 - Water treatment plant supervision/operations
 - Water distribution system supervision/operations
 - Water system capital improvement planning and/or asset management
 - Water system SCADA and IT systems
 - Other functions/areas of expertise deemed necessary by City based on review of this scope of work

Other Assumptions

- Travel is included in the above task 3.1

Subtask 3.4 – Draft RRA Report

In this subtask, Jacobs will develop a draft RRA report, based on the results of the previous tasks and subtasks. Jacobs will perform the following in this subtask:

- Preparing draft RRA reports (2) and submitting them for City review
- Meeting with City team to discuss comments
- Beginning a log of comments received and their resolution, for eventual submittal with the final report

Meetings

- One (1) meeting of up to two (2) hours to discuss first draft of RRA report up to 2 Jacobs staff
- One (1) meeting of up to one (1) hour to discuss revised draft of RRA report up to 2 Jacobs staff

Travel

- Travel by car from Sacramento for Jacobs project manager and other staff
- Travel by train and/or car from San Francisco by Jacobs RRA leader

Deliverables

- Initial draft of RRA report
- Revised draft of RRA report

City Involvement

- Review and comment on report drafts
- Participate in review meetings
- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on each draft representing City input
- City staff should include:
 - City PM
 - City Principal Engineer

Other Assumptions

- Draft reports will be provided electronically (not in hard copy)
- The RRA report will be finalized in Task 5
- No summary will be prepared, but decisions will be captured in the ongoing log

Subtask 3.5 – Unanticipated Risk and Resilience Assessment

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the Development of the Risk and Resilience Assessment. This budget will only be released if the City identifies unanticipated tasks and approves this in writing.

Task 4 – Emergency Response Plan (ERP) for the Water System

Jacobs will develop the City's water system ERP in Task 4, per industry standards for ERPs and in compliance with AWIA requirements. Specifically, the ERP will incorporate the results of the RRA and follow current guidelines associated with National Incident Management System (NIMS) standards, the National Response Framework (NRF), the USEPA, Federal Emergency Management Agency (FEMA), and Department of Homeland Security (DHS):

Subtask 4.1 – ERP Workshop and Interviews

In this subtask, Jacobs will conduct on-site activities to gain additional input regarding the City's emergency preparedness (i.e., beyond that gathered from the Task 2 document review) to support development of the new ERP. Jacobs' activities during this subtask will consist of:

- Preparing for, leading, and following up a three-hour workshop with the City project team and/or designated stakeholders to review the current water system ERP and discuss the intended format and content of the new ERP.
- Identifying needed internal and external interviewees to obtain additional information and insights to develop the new plan. These are expected to include City emergency management team members, Placer County emergency management representatives, and/or others.
- Preparing for, conducting, and following up two-and-a-half (2.5) days' worth of interviews and information-gathering at City and external agency offices.

Meetings

- One (1) 3-hour ERP workshop, attended by Jacobs project manager, ERP task leader, and one other team member
- Two-and-a-half (2.5) days of interviews of City and external agencies and information gathering by ERP task leader and one other team member

Travel

- Travel by air and car from San Diego by Jacobs ERP task leader
- Travel by car from Sacramento by Jacobs project manager and ERP team member

Deliverables

- Draft and final workshop materials to be delivered 3 business days prior to workshop
- List of City emergency management and/or other water system/City functions to be represented at workshop and interviews
- List of external agencies to be interviewed
- Draft and final interview guides

City Involvement

- Host workshop and handle City side of workshop and interview logistics, including arranging for participation by staff and external agencies representing key emergency management roles as identified by Jacobs
- Provide comments on draft materials indicated above
- City staff should include:
 - City PM
 - City Principal Engineer
 - Financial systems
 - Business continuity manager
 - Security and emergency management
 - Water treatment plant supervision/operations
 - Water distribution system supervision/operations
 - Water system SCADA and IT systems

- Other functions/areas of expertise deemed necessary by City based on review of this scope of work
- A final list of the areas of expertise required of City staff will be provided 10 business days in advance for scheduling purposes

Other Assumptions

- None

Subtask 4.2 – Draft ERP

In this subtask, Jacobs will prepare the draft ERP based on the results of Task 3 and Task 4.1 and engage the City for review and input at key points in the process. The ERP will be developed based on the NIMS/SEMS/ICS framework and will reflect the results of the RRA report as required by AWIA.

The ERP will include the following:

- Development or verification of an Incident Management Team and identification of responsibilities for each team member, including participation in a regional Unified Command structure during a sustained event involving the utility
- Implementation or verification of an Emergency Operations Center (EOC) with essential components
- Establishment, or confirmation, of procedures for internal and external notification and crisis communications, including emergency contact information
- Development of training guidelines to conduct emergency response training for staff
- Preparation of guidelines for distribution, revision, and updates of the ERP

This subtask will consist of Jacobs performing the following activities:

- Preparing detailed new ERP outline and skeleton/placeholder-level information for each section, to share with the City to confirm the desired direction for the document.
- Conducting one-hour meeting with City project team to review detailed outline.
- Developing an initial draft ERP based on the above activities and sharing this draft with the City team for review and input.
- Conducting two-hour meeting with City project team to review and receive comments on the initial draft.
- Preparing a revised draft ERP based on the above activities and submitting this for City review.
- Conducting one-hour meeting with City project team to review and receive comments on the revised draft ERP and prepare for ERP finalization (to take place in Task 5).
- Beginning a log of comments received and their resolution, for eventual submittal with the final report.

Meetings

- One-hour review meeting for detailed ERP outline, conducted remotely by Jacobs ERP team leader and one other project team member.
- Two-hour review meeting for initial draft ERP, conducted remotely by Jacobs ERP team leader, project manager, and one other project team member.
- One-hour review meeting for the revised draft ERP, conducted remotely by Jacobs ERP team leader and one other project team member.

Travel

- None

Deliverables

- Detailed outline of ERP
- Initial draft ERP (electronic only, no hard copies)
- Revised draft ERP (electronic only, no hard copies)

City Involvement

- Review each deliverable indicated above
- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on each draft representing City input
- Arrange for necessary City team member involvement in each review meeting indicated above

Other Assumptions

- None

Task 4.3 – Unanticipated ERP

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the Development of additional work for the ERP beyond what is required in the scope of work. This budget will only be released if the City identifies unanticipated tasks and approves this in writing.

Task 5 – Final RRA Report and ERP Deliverables

This task will consist of the Jacobs team finalizing each of the two main project deliverables (RRA report and ERP) per the outcomes of Tasks 3 and 4.

Subtask 5.1 – Final RRA Report and Certification Letter

In this subtask, Jacobs will review and incorporate the City's consolidated comments on the revised draft RRA report produced at the end of Task 3 and finalize the report. Jacobs will also prepare a draft and final RRA certification letter for the City's submittal to USEPA in this subtask. This subtask will consist of the following activities by Jacobs:

- Review of the City's final set of RRA report comments, and clarification with the City of any comments if needed.
- Finalization of RRA report.
- Submittal of final RRA report to City.
- Submittal of completed comment-and-response log to the City
- Preparation of draft and final certification letter

Meetings

- Brief/individual phone meeting if needed to clarify final comments

Travel

- None

Deliverables

- Final RRA report
- Final comment-and-response log
- Draft and final RRA certification letter

City Involvement

- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on draft RRA certification letter
- Confirm final RRA responses to comments

Other Assumptions

- Per the City's schedule needs and the AWIA deadlines, the final RRA will be submitted to the City by January 31, 2020.
- Jacobs will submit the draft RRA certification letter to the City by January 31, 2020. The City will submit the final certification letter to the USEPA by March 15, 2020.
- Deliverables in this subtask will be provided electronically, and Jacobs will produce up to eight (8) hard copies of the final RRA.
- The City will be responsible for printing and submittal of the final RRA certification letter.

Subtask 5.2 – Final ERP and Certification Letter

In this subtask, Jacobs will review and incorporate the City's consolidated comments on the revised draft ERP produced at the end of Task 4 and finalize the document. Jacobs will also prepare a draft and final ERP certification letter for the City's submittal to USEPA in this subtask. This subtask will consist of the following activities by Jacobs:

- Review of the City's final set of ERP comments, and clarification with the City of any comments if needed.
- Finalization of ERP.
- Submittal of final ERP to City.
- Submittal of final comment-and-response log to City
- Preparation of draft and final ERP certification letter

Meetings

- Brief/individual phone meeting if needed to clarify final comments

Travel

- None

Deliverables

- Final ERP
- Final comment-and-response log
- Draft and final ERP certification letter

City Involvement

- Confirm final ERP
- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on draft ERP certification letter

Other Assumptions

- Per the City's schedule needs and the AWIA deadlines, the final ERP will be submitted to the City by July 31, 2020.

- The City will submit the final certification letter to the USEPA by September 15, 2020.
- Deliverables in this subtask will be provided electronically, and Jacobs will produce up to twelve (12) hard copies of the final ERP for use by the City.
- The City will be responsible for printing and submittal of the final ERP certification letter.

Task 5.3 – Unanticipated Technical Reports Development

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the Development of additional technical reports beyond what is required in the scope of work. This budget will only be released if the City identifies unanticipated tasks and approves this in writing.

Task 6 – Energy Resilience Assessment - Local WTP and Regional Power Supply and California Renewables Portfolio Standard Program (SB100) Impacts

In Task 6, the Jacobs team will evaluate the supply of electricity to the City's water treatment plant and water system knowing its criticality to providing a reliable supply of water to the community. This task will be completed in conjunction with the RRA. Jacobs will assess the vulnerability of the treatment plant and distribution system to temporary (short-term) and permanent (long-term) interruptions to the power supply.

This Task 6 assessment will provide more detail than would be included in a typical RRA, which by definition is high-level and spans across a wide variety of assets and threat types to focus on relative risks. The RRA will be used to compare the relative risk associated with power supply loss or interruptions to a wide variety of other threats and hazards facing the water system. This Task 6 will result in a separate, more detailed report, and also inform the consequence, vulnerability, and likelihood steps of the RRA.

Task 6 is organized into externally and internally facing assessments. The external assessment will review the reliability of power from the grid and the vulnerabilities of the City's water treatment plant and distribution system due to grid instability and other threats. Threats could be associated with the California Renewable Portfolio Standard, natural disasters, cyber attack, acts of terrorism/vandalism, or others identified during the task. The internal assessment will review the City's ability to reliably generate power on-site in the event of an outage. With an understanding of the risks to grid power along with an assessment of the current capacity to self-generate power, Jacobs will develop recommendations for alternatives including additional on-site power generation or other strategies as appropriate based on the results of the two assessments. The Jacobs team will perform the following subtasks.

Subtask 6.1. Data Collection and Review

Jacobs will prepare and submit a list of required data. This will include drawings, equipment inventories, utility bills, time interval meter data, load profiles, fuel storage information, energy audit reports, and/or related information.

While data is being collected, Jacobs will conduct research on grid stability issues. This will include engaging the California Independent System Operator (CAISO), the Western Electricity Coordinating Council, Roseville Electric, and PG&E for information on grid reliability programs and forecasts.

External Assessment – Jacobs will review and evaluate the data collected from CAISO, the Western Electricity Coordinating Council, Roseville Electric, and PG&E for relevance to this project.

Internal Water Treatment Plant and Distribution System Assessment – Jacobs will review data provided by the City to develop an understanding of the City's electrical infrastructure, load profiles, utility costs, power factor, and on-site generation capability. Generation capability will consider not only the power output capacity, but the duration of outage that can be served by the existing equipment and any refueling plans that are in place.

Meetings

- Brief/individual phone meeting with City if needed to clarify data request
- Brief/individual phone meetings with CAISO, the Western Electricity Coordinating Council (WECC), Roseville Electric, and PG&E

Travel

- None

Deliverables

- Data request list for City

City Involvement

- Collect and provide data requested
- Provide clarification of data provided, if necessary

Other Assumptions

- Time interval meter data on electrical consumption will be made available
- Drawings and equipment inventories are available

Subtask 6.2. Kickoff Meeting, Energy Resilience Workshop, and Meeting with PG&E

Jacobs will conduct the following activities under this subtask:

- Lead a Task 6 kickoff meeting to discuss both the external and the internal energy resilience assessment.
- Prepare workshop materials for an energy resilience workshop.
- Compile information and data into presentations.
- Work with the City to schedule activities for the week of the workshop in advance to ensure availability of subject matter experts from the City when needed.
- Lead an energy resilience workshop with City staff and Roseville Electric, including discussion of findings from document reviews, and identification of issues associated with power supply, grid stability, on-site power generation, and fuel storage.
- Propose possible energy efficiency, demand-side management, distributed generation, and/or market participation opportunities to include renewable energy systems and battery energy storage applications to enhance resilience.
- Coordinate and lead a meeting with PG&E on grid reliability. The goal is to understand their power reliability provisions and their strategies for working with CAISO on this topic as the Renewables Portfolio Standard is implemented.
- Following the Energy Resilience Workshop and meeting with PG&E, compile all relevant information into a Workshop Report and submit it to the City.

Meetings

- Task 6 kickoff meeting, to be held at the City and with City staff, including project manager, ERA task lead, and senior technologist
- Energy resilience workshop, to be held at the City and with City staff and Roseville Electric, including project manager, ERA task lead, senior technologist, and PG&E planning senior engineer
- Meeting with PG&E regarding grid stability (same travel trip as energy resilience workshop with City) including ERA task lead, senior technologist, and PG&E planning senior engineer

-

Travel

- Air travel from Seattle and Vermont (one trip for two people for kickoff meeting, one trip for two people for Energy Resilience workshop and meeting with PG&E, and travel expense for one additional meeting if needed.)
- Car travel by Jacobs project manager and PG&E Planning Senior Engineer

Deliverables

- Draft and final kickoff meeting agenda, materials, and summary
- Draft and final energy resilience workshop agenda and materials
- Draft and final workshop week agenda
- Draft and final PG&E meeting agenda and summary
- Preliminary list of resilience enhancement measures
- Draft and final workshop report addressing energy resilience workshop and PG&E meeting

City Involvement

- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on draft work products listed above
- Provide necessary subject matter experts and other participants for above activities
- Represent necessary City water system functions/areas of expertise at the meeting, consisting of experienced personnel in:
 - City PM
 - City Principal Engineer
 - Water treatment plant supervision/operations/engineering
 - Entity responsible for managing existing generator fuel supplies
 - Roseville Electric representative
 - Other functions/areas of expertise deemed necessary by City based on review of this scope of work
 - A final list of the areas of expertise required of City staff will be provided 10 business days in advance for scheduling purposes

Other Assumptions

- None

Subtask 6.3 Draft Energy Resilience Assessment

Jacobs will perform the following activities in this subtask:

- Complete additional research and analysis based upon the results of the energy resilience workshop and meeting with PG&E.
- Further develop recommendations and alternatives for improved resilience, redundancy, energy efficiency, demand-side management, distributed generation, and/or market participation based on the above findings. This is expected to include opportunities such as an additional electrical feeder to the plant, distributed renewable energy systems, battery energy storage, controllable loads, and demand side management/peak shaving depending upon findings.
- Evaluate opportunities for Value Stacking. (As the number of outages increases, the scale of outages in terms of megawatts increases, and the duration of outages increases, it becomes more and more important to have a robust and multi-faceted resilient energy strategy. In Value Stacking, an energy

storage system is used in multiple ways to provide resilience, cost savings, and even revenue generation. Resilience comes from the supply of standby power, cost savings comes from the ability to peak-shave and greatly reduce demand charges, and revenue generation can come from participation in the markets for demand response, wholesale generation, or frequency regulation.)

- Review of the City's rate schedule with PG&E.
- Refine possible recommendations to mitigate risks, provide financial benefits, and/or improve operations.
- Provide adequate details with recommendations for the City's capital improvement planning and Class 5 cost estimate for budgeting.
- Conduct intermediate progress review meeting (3-hour conference call) to review preliminary findings and recommendations with the City and receive feedback.
- Prepare draft Energy Resilience Assessment Report to include a high level cost benefit analysis of proposed strategies. (The draft report is scheduled for completion at a point in the project schedule where the information compiled can be used to inform the RRA.)
- Submit draft report to City for review and comment.

Meetings

- Intermediate progress review meeting (3-hour conference call), with two Jacobs participants: project manager and energy resilience task leader

Travel

- None

Deliverables

- Draft and final progress review meeting agenda and materials
- Detailed outline of Energy Resilience Assessment
- Initial Draft Energy Resilience Assessment Report (electronically)
- Revised Draft Energy Resilience Assessment Report (electronically)

City Involvement

- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments on draft work products listed above
- Provide necessary subject matter experts and other participants for review meeting and report review

Other Assumptions

- City will review draft report within 15 business days

Subtask 6.4 City Review Meeting

After the City review period ends, Jacobs will coordinate a review meeting to discuss feedback on the draft Energy Resilience Assessment Report. Jacobs will prepare a meeting summary to inform completion of the report.

Meetings

- Report review meeting (2-hour conference call), with two Jacobs participants: project manager and energy resilience task leader

Travel

- None

Deliverables

- Draft and final review meeting agenda, materials, and summary

City Involvement

- Provide necessary subject matter experts and other participants for review meeting

Other Assumptions

- None

Subtask 6.5 Final Energy Resilience Assessment Report

In this subtask, Jacobs will respond to and incorporate City comments on the revised draft report and finalize it. Jacobs will submit the final report and a log of responses to comments to the City to document resolution of comments received.

Meetings

- None

Travel

- None

Deliverables

- Final Energy Resilience Assessment Report (electronically and up to eight hard copies)
- Log of comments and responses

City Involvement

- Receive and confirm final report and resolution of comments
- Coordinate City team report reviewers and provide Jacobs with a single set of consolidated and adjudicated comments

Other Assumptions

- None

Task 6.6 – Unanticipated Energy Resilience Assessment Development

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to additional assessments and analysis beyond what is required in the scope of work. This budget will only be released if the City identifies unanticipated tasks and approves this in writing.

Attachments

Attachment 1 – Cost Estimate

Attachment 2 – Rate Schedule

Attachment 3 – Project Schedule

Project Schedule

TASK DESCRIPTION	Months											
	2019						2020					
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 1 - Project Management												
1.1 Kickoff Meeting												
1.2 Project Setup, Accounting, Health & Safety												
1.3 City and Jacobs Team Coordination												
1.4 Conduct Monthly Progress Meetings (16 1-hr conference calls)												
1.5 Prepare and Distribute Meeting Summaries												
Task 2 - Data Collection and Review												
2.1 Submit Data Request												
2.2 Gather Documents/Information from City												
2.3 Develop and Submit Preliminary Critical Asset and Threat/Hazard Lists												
Task 3 - Risk and Resiliency Assessment (RRA) for the Water System												
3.1 Asset and Threat Characterization												
3.1.1 Asset and Threat Characterization Workshop												
3.1.2 Asset-Threat Characterization Workshop												
3.1.3 Prepare and Distribute Workshop Summary												
3.1.4 Site Visits and Interviews												
3.1.5 Site Visit and Interview Preparation												
3.1.6 Conduct Site Visits (2 days)												
3.1.7 Conduct Interviews (1 day)												
3.1.8 Preliminary Findings Meeting												
3.1.9 Meeting Preparation												
3.1.10 Preliminary Findings Meeting (2-hrs)												
3.1.11 Prepare and Distribute Meeting Summary												
Task 4 - Consequence, Vulnerability, and Threat Analyses												
4.1 Development of Worksheets (Consequence, Vulnerability, and Threat Likelihood)												
4.2 Conference Call Preparation												
4.3 Conduct Meetings for Each Analysis (one 2-hr in-person, two 2-hr conference calls)												
4.4 Risk/Resilience Analysis and Management Workshop												
4.5 Workshop Preparation												
4.6 Risk Analysts/Recommendations Workshop (4-hrs)												
4.7 Prepare and Distribute Workshop Summary												
4.8 3.4 Draft RRA Report												
4.9 Prepare Initial Draft RRA Report												
4.10 Client Review Period (15 days)												
4.11 Review Meeting for Initial Draft (2-hrs)												
4.12 Prepare Revised Draft RRA Report												
4.13 Client Review Period (15 days)												
4.14 Review Meeting for Revised Draft (1-hr)												
Task 5 - Emergency Response Plan (ERP) for the Water System												
5.1 ERP Workshop and Interviews												
5.2 Workshop Preparation												
5.3 ERP Workshop (3-hr)												
5.4 Interviews (2.5 days)												
5.5 Prepare and Distribute ERP Workshop Summary												
5.6 4.2 Draft ERP												
5.7 Prepare ERP Outline												
5.8 Review Meeting for Outline (1-hr)												
5.9 Prepare Initial Draft ERP												
5.10 Client Review Period (15 days)												
5.11 Review Meeting for Initial Draft (2-hrs)												
5.12 Prepare Revised Draft ERP												
5.13 Client Review Period (15 days)												
5.14 Review Meeting for Revised Draft (1-hr)												

TASK DESCRIPTION	Months											
	2019						2020					
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 5 - Final RRA Report and ERP Deliverables												
5.1 Final RRA Report and Certification Letter												
Prepare Final RRA Report and Draft RRA Certification Letter												
Final RRA Report Submitted to City and Draft RRA Certification Letter (January 31, 2020)												
Client Review Period for RRA Certification Letter (5 days)												
Prepare Final RRA Certification Letter												
RRA Certification Letter Submitted to USEPA (March 15, 2020)												
6.2 Final ERP and Certification Letter												
Prepare Final ERP and Draft ERP Certification Letter												
Final ERP submitted to City and Draft ERP Certification Letter (May 15, 2020)												
Client Review Period for RRA Certification Letter (5 days)												
Prepare Final ERP Certification Letter												
ERP Certification Letter Submitted to USEPA (September 15, 2020)												
Task 6 - Energy Resiliency Assessment												
6.1 Data Collection and Review												
Submit Data Request												
Data Collection from City												
Review of Data, Assets, CPUC Rules, and CalISOA												
6.2 Kickoff Meeting, Energy Resilience Workshop, and Meeting with PG&E												
Kickoff Meeting Preparation												
Kickoff Meeting (2-hrs)												
Energy Resilience Workshop Preparation												
Energy Resiliency Assessment Workshop and PG&E Resiliency Review Meeting												
Meeting with PG&E Preparation												
Meeting with PG&E (2-hrs)												
Prepare and Distribute Workshop and Meeting Summaries												
6.3 Draft Energy Resilience Assessment												
Prepare Energy Resilience Assessment Outline												
Client Review Period (5 days)												
Review Conference Call for Outline												
Prepare Initial Draft Energy Resiliency Assessment												
Client Review Period (15 days)												
Intermediate Progress Review Conference Call with City												
Prepare Revised Draft Energy Resiliency Assessment												
Client Review Period (15 days)												
6.4 City Review Conference Call												
Review Conference Call for Revised Draft												
6.5 Final Energy Resilience Assessment												
Prepare Final Energy Resiliency Assessment												
Final Energy Resiliency Assessment Submitted to City												

EXHIBIT “B”

City of Roseville
Risk and Resilience Assessment Project
Attachment 1 - Cost Estimate

Task	Task Description	Hours												Labor (\$)	Expenses		Total Labor plus Expenses
		\$ 2883	\$ 310	\$ 283	\$ 232	\$ 310	\$ 283	\$ 325	\$ 266	\$ 266	\$ 187	\$ 110	\$ 232		Travel Expenses	Other Expenses	
Project Management/Tasks/Techical Editor																	
Office/Critical																	
Miguel Johnson - Senior Technologist I (RPA)																	
Randy Lynn - Senior Engineer (Project Manager)																	
Dana Hooty - Senior Technologist II (Security)																	
John Hooty - Senior Technologist II (Security)																	
Alyssa Epp - Project Technologist I (RPA)																	
Steve Black - Project Manager																	
Jason Markert - Project Manager																	
Task 1 Subtotal																	
Task 2 Subtotal																	
Task 3 Subtotal																	
Task 4 Subtotal																	
Task 5 Subtotal																	

[illegible]

Attachment 2: RATE SCHEDULE

Labor Classification	2019/2020 Labor Rates*
Senior Engineer	\$325
Principal	\$310
Senior Technologist III	\$310
Project Manager	\$283
Senior Technologist II	\$283
Senior Technologist I	\$266
Project Technologist	\$232
Project Controls	\$232
Consultant	\$187
Office/Clerical/Technical Editor	\$110

*Rates will not escalate over the span of the project

ORDINANCE NO. 6124

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Risk and Resilience Assessment project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$650,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jonathan Cummings, Assistant Engineer FISCAL YEAR: FY20
 PREPARER NAME & TITLE: Janet Vargas, Business Services Administrator COUNCIL DATE (if applicable): 7/10/2019
 DEPARTMENT/DIVISION: EU / Technical Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	5301	74105		650,000	Prof Services for Risk and Resilience Assessment
6101	5080	74105		100,000	2nd Labor for Risk and Resilience Assessment
6101	5980	74188		(100,000)	Offset 2nd Labor
TOTAL				650,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	650,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101				(650,000)	Decrease Fund Balance - Water Operations Fund
TOTAL				(650,000)	

Justification for Budget Adjustment:

On October 23, 2018, Congress signed into law the American Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires Utilities to conduct a risk and resilience assessment (RA) of their community water systems and develop a corresponding emergency response plan (ERP). Upon completion of the RRA and ERP, the Utility is to submit a certification to the Environmental Protection Agency (USEPA) showing compliance with the federal mandate. This budget adjustment is being requested to cover the costs for professional services and staff labor.

REQUIRED APPROVALS:			
	7-1-19		7/1/19
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
	7-1-19		
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE _____			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0162

File #: 0800-05 & 0201-01

Title: Single Sign-on & Multi-factor Authentication Project - Professional Services Agreement and Budget Adjustment

Contact: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to authorize the City Manager to execute a professional services agreement with PEGRight, Inc. dba ProofID for single sign-on (SSO) & multi-factor authentication (MFA) installation and configuration services. Staff also recommends approval of a budget adjustment in the amount of \$32,810.00 from fund balance in the Information Technology Replacement Fund.

BACKGROUND

The City has 170+ software applications used across the enterprise or for specific department functions. Most applications are not synchronized with the City's network login, requiring employees to remember many different logins and passwords. The management required for these accounts can create a frustrating experience and often leads to many account lock outs. This also presents a serious risk as people use the same password for many systems or in some cases write them down on paper where they can be discovered and used by others. Earlier this fiscal year, the City acquired SSO and MFA software to help improve this experience while also enhancing the security of City data.

After purchasing the SSO & MFA software, it was determined that the City would need additional support services to configure and implement this solution.

Operating without SSO & MFA opens the City to greater security risk. The longer the implementation is prolonged, the more likely we are to experience fraud and identity theft. Several fraudulent attempts to obtain sensitive information have occurred over the last year and, once implemented, the system would drastically reduce this potential exposure.

Additionally, SSO & MFA is security-sensitive software. Going through a formal request for proposals (RFP) process could ultimately expose a security vulnerability in our current infrastructure. Based on that, we do not believe it would be prudent to issue an RFP and are recommending a purchasing exception for a professional services agreement with ProofID.

FISCAL IMPACT

The total cost in FY2019-20 will not exceed \$32,810.00 and will be funded by the proposed budget adjustment from fund balance in the Information Technology Replacement Fund. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the professional services agreement is not expected to result in measurable job creation or economic development impact.

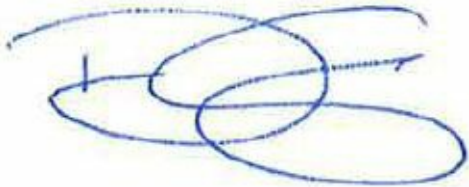
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of software and software maintenance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Morgan Flowers, Business Systems Analyst

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke at the end.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-312

PSA/SOW

Ordinance No. 6125

Budget Adjustment

RESOLUTION NO. 19-312

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PEGRIGHT, INC. DBA PROOFID, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for ProofID single-sign on/multi-factor authentication software configuration and support services, by and between the City of Roseville and PEGRight, Inc. dba ProofID, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

ProofID Software Configuration and Support Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and PEGRight, Inc.
dba ProofID, a Colorado corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of ProofID single sign-on/multi-factor authentication software configuration and support services; and

WHEREAS, CONSULTANT has prepared a proposal dated April 9, 2019, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty-two thousand, eight hundred ten dollars (\$32,810.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

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

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

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

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

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

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Hong Sae, Chief Information Officer
316 Vernon Street
Roseville, CA 95678

Cody Cook, Director Professional Services
1755 Telstar Drive, Suite 206
Colorado Springs, CO 80920

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

PEGRIGHT, INC. dba PROOFID
a Colorado corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____ CFO/COO

ATTEST:

and
BY: _____
its: _____ CFO/COO

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT "A-1"

Exhibit A-1

Statement of Work ("SOW")

This Statement of Work ("**SOW**") is executed under the terms and conditions of Professional Services Agreement dated June 19, 2019 (the "**Agreement**") between PEGRight, Inc. dba ProofID ("**Company**") and City of Roseville ("**Client**"). Company and Client may be referred to individually as a "**Party**" and collectively as the "**Parties**". This SOW describes the Services and Deliverables to be performed and provided by Company to Client. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail. This SOW is effective as of April 9, 2019 ("**Effective Date**").

1. Company Contact

Cody Cook, Director Professional Services
1755 Telstar Drive, Suite 206
Colorado Springs, CO 80920
Telephone Number: (719) 310-7124
E-mail address: cody.cook@pegtright.com

2. Customer Contact

Matt Donaldson
316 Vernon Street
Roseville, CA 95678
Telephone Number: (916) 774-5405
Email address: mdonaldson@roseville.ca.us

3. Scope

3.1. Overview

This SOW is focused on the rollout of the Ping Identity products within the Customer architecture as part of the IAM modernization effort. Specifically, this effort will introduce PingFederate as the federation server to support internal (workforce) user authentication. Additionally, this project focuses upon federation of the Office365, Remedy Force and Oracle ERP applications, as well as enablement of the PingID MFA service.

The services to be provided include:

- Installation and Configuration of two (2) PingFederate environments
- Authentication against Active Directory
- Federation of Office365 to support passive and active client profiles
- Federation of 3 SAML2-compliant applications
- Enablement of PingOne Dock
- Enablement of PingID MFA
- MFA Enforcement for External Netscaler Authentication
- Installation and Configuration of the ProofID PingID Registration Application

3.2. Description of Services

Company will provide engineering labor hours to the Client in order to perform Services within the Not-To-Exceed (NTE) resource hours and cost specified in Section 6 of this SOW. Services are related to development and delivery of the following:

- **Service #1: PingFederate Installation and Configuration**

Provide engineering labor to install and configure two (2) clustered environment of PingFederate (Dev, Production) environments (latest version) upon virtual machine (VM) instances provided by Customer. In each environment, the architecture will consist of a cluster of PingFederate engines hosted in the cloud. VM instances will be

provisioned to Company with administrative privilege in order to perform the installation and configuration of PingFederate. Company will provide the technical design and a set of service requests for fulfillment of the design to Customer staff that represents the environment requirements for a PingFederate installation. The PingFederate implementation includes the following:

- Clustering via JGroups RPC for between 1 to 4 nodes
- Kerberos IdP Adapter
- LDAP Data Store Connection (1 per PingFederate environment)
- LDAP Password Credential Validator (1 per PingFederate environment)
- PingFederate OOTB HTML Form plus Password Reset, Forgot Password
- PingID IdP Adapter
- Authentication Contract and Authentication Policy
- SAML2 SP Connections for up to 3 applications

Assumptions:

- Assumes PingID adapter will be configured within an authentication policy, whereby user registration is performed Just In Time (JIT)
- Assumes that PingFederate subclusters will be fronted with a global loadbalancer.
- Assumes that the 3 applications to be federated are SAML 2 compliant

- **Service #2: HTML Form Configuration**

Provide engineering labor to configure a single organizational wide OOTB HTML Login Form that utilizes the LDAP PCV for Active Directory. The OOTB HTML Form capabilities for Reset Password and Forgot Password will be configured. Branding of the HTML Login, Reset Password, and Forgot Password user interfaces will utilize existing Ping CSS and HTML Layout, where font sizes and styles, background image, colors, and corporate logos will be configured. Complex changes to user interfaces are not in scope. The user interfaces will support the EN_US language only.

Assumptions:

- It is assumed that for the identity verification configuration supporting Forgot Password will have dependent information for the workflow
 - For email+OTP, an email address is available via AD
 - For email+link, an email address is available via AD
 - For SMS+OTP, a phone number is available via AD
 - For PingID device notification, the PingID userID is available via AD

- **Service #3: PingOne Service Configuration**

Provide engineering labor to configure one environment of the cloud-hosted PingOne service. PingOne environments will be provisioned to Company with administrative privilege in order to perform the configuration of the tenants. The PingOne configuration includes the following:

- PingID Multi-Factor Authentication service
- PingOne Dock Service

- **Service #4: Configure PingFederate - Office 365 Federation**

Provide engineering labor to configure PingFederate and Office 365 to include the following:

- Configure PingFederate WS-Federation SP Connection for Office365
- Configure PingFederate WS-Trust UserName Token Processor
- Configure PingFederate WS-Trust SP Connection for Office365
- Configure Office 365 Federation to PingFederate for a single tenant that includes support for Active and Passive Office365 profiles
- Perform unit testing of the PingFederate - Office365 Integration

Assumptions:

- It is assumed that the Office365 tenant has been previously configured and synchronized with the Microsoft Azure AD Connect Tool for users that are to be federated.
- **Service #5: PingID Registration Application**
Provide engineering labor to deploy the pre-existing ProofID lightweight Java-based web application to be used as a device registration endpoint in support of a device-registration rollout plan. The application will be deployed to the existing PingFederate jetty application server. The rollout plan is anticipated to be an email campaign to encourage users to register their smartphones with PingID in preparation for general rollout of MFA for selected web applications in the SSO/Federation. The application will be an SSO Connection in the PingFederate server with an authentication policy that allows for device pairing following an HTML Form login.
- **Service #6: Netscaler MFA Integration**
Provide engineering labor to configure the PingID RADIUS PCV (Password Credential Validator), such that authentication to the Netscaler Gateway from outside the network will require PingID MFA.

Assumptions:

- Customer will provide resource for configuration of Netscaler Gateway
- **Service #7: PM Support**
Provide labor to support to any scheduled status teleconferences with respect to progress on the scope of this SOW. Specifically, this includes support for 2 hours/week for status teleconferences.

Assumptions:

- Does not include any detailed scheduling support to Client

3.3. Description of Deliverables

The following is the list of Deliverables that will be provided by Company to Client pursuant to this SOW.

- **Deliverable #1: PingFederate Installation Guide**
Provide Installation and Configuration documentation for PingFederate clustered servers. The document will be provided in Microsoft Office format and delivered via electronic mail. This document will clearly define the installation and configuration for the PingFederate clustered servers and will serve as the deliverable to document PingFederate-related installation and configuration for Services #1-#6.
- **Deliverable #2: User Facing Screen Templates**
Based upon Service #2, ProofID will provide PingFederate branding templates, which are velocity templates compliant with the architecture. The media will be provided in zip archive and delivered via electronic mail.
- **Deliverable #3: PingOne Configuration Guide**
Provide Configuration documentation for the PingOne tenant. The document will be provided in Microsoft Office format and delivered via electronic mail. This document will clearly define the configuration for the PingOne service, and will serve as the deliverable to document the configuration for Service #3.
- **Deliverable #4: PingID Registration Application**

Provide the deployment media "jar" and "war" files for the pre-existing PingID Registration Application. The media will be provided in zip archive and delivered via electronic mail and will serve as the first deliverable for Service #7. The pre-existing PingID Registration Application deliverable is provided to Customer "as-is" with no implied warranty or maintenance support.

- **Deliverable #5: PingID Registration Application Installation**

Provide configuration notes with respect to hosting the PingID Registration application upon the existing PingFederate cluster, as well as connection information for the capability. The documentation will be provided in Microsoft Office format and delivered via electronic mail and will serve as the second deliverable for Service #7.

3.4. Project Prerequisites

The following project prerequisites and/or dependencies must be completed by Customer prior to project kickoff.

- Create appropriate accounts for Company consultants with remote VPN access
- Provide appropriate privileged access to Company consultants upon Ping Identity product servers including PingOne instance
- Customer is to procure PingFederate and PingID from Ping Identity and provide license keys and media to Company

3.5. Project Assumptions

The following assumptions were made to create this SOW. Should any of these project assumptions prove to be incorrect or incomplete, then the Parties may modify the Fees and Terms, Scope, and/or Period of Performance by mutual agreement. Should any of these project assumptions not be provided in a timely manner, then the Parties may modify the Fees and Terms, Scope, and/or Period of Performance. Timely is defined as a reasonable amount of time for a service request to be completed, e.g. five (5) working days from the time of a reasonable request by a Party or from a date agreed upon in writing, such as in a project plan signed by both Parties.

- It is assumed that Client will provide and coordinate access to necessary staff in order to complete the Services and Deliverables defined within this SOW.
- It is assumed that Company will perform Services remotely and that Client will provide high-speed remote access to Company for hardware and software resources required to complete the Services and Deliverables defined within this SOW.
- It is assumed that any existing issues that would preclude successful implementation, whether performance or functional, are disclosed and are not included in the scope of this Description of Services.
- It is assumed all environments required for completion of this work effort are stable, consistent, and accessible.
- It is assumed that Client will own and manage all change management and communications efforts required for this implementation and rollout.
- It is assumed that Client will provide a development environment for each of the applications to integrate with PingFederate via SAML-based SSO.
- It is assumed that Client will provide test accounts to Company for testing PingFederate SAML-based SSO to applications
- It is assumed that Client will perform hardening of the servers that host Services provided under this SOW per established Client processes and procedures. Company will perform hardening of deployed Ping Identity products via Service #1.
- It is assumed that Client will perform penetration testing of the servers that host Services provided under this SOW per established processes and procedures.

- It is assumed that each PingFederate environment (Dev, Production) will consist of 3 or less nodes.
- It is assumed that the Service Providers being Integrated are SAML 2.0-compatible (no other protocols are in scope).

3.6. Project Out of Scope Items

The following items are considered out of scope for the project:

- Dev-Ops activities or development of any custom deployment automation software
- Configuration/support/etc. of any Ops user management tools
- Formal Ping Identity product training
- Development/execution of automated testing scripts
- Custom development
- Implementation of any Ping Identity product outside of PingFederate
- Outbound Provisioning for any Service Provider Connections
- Go-live/Launch support

4. Acceptance Procedure

Each Deliverable, as defined in this SOW, will be approved in accordance with the following procedure:

- a. Within five (5) business days, Client will either accept the Deliverable or provide the Company Project Manager a written list of requested changes. If no written response (either accepting or requesting changes) is received from Client within five (5) business days, the Deliverable shall be deemed accepted;
- b. If a written list of requested changes is received within five (5) business days, Company will make the agreed upon revisions in order to satisfy requirements based upon the scope of the Services, Deliverables, and the Acceptance Criteria, and Company will, within five (5) business days, re-submit the updated version to Client;
- c. At that time, Client has five (5) business days to review and request changes for the final Deliverable. If no written response (either accepting or requesting changes) is received from Client within five (5) business days, the Deliverable shall be deemed accepted. Upon acceptance of the final Deliverable from Company to the Client, the Client accepts responsibility for the final Deliverable such that the Company Warranty Period is complete. The Warranty Period is defined as the period of time from when a Deliverable is provided to the Client for review until acceptance of the final Deliverable, based on the Acceptance Criteria, by the Client.

5. Period of Performance

This agreement shall expire as of October 31, 2019.

6. Fees and Terms

Contract Type: Time and Materials

Company will provide "best effort," consistent with all assumptions being satisfied toward providing the Services and Deliverables defined in the SOW within the *not to exceed* (NTE) cost specified in the table below. In the event Company reasonably anticipates that the NTE will be exceeded, it shall provide notice thereof to Client as far in advance as reasonably practicable and shall not exceed the NTE without Client's written authorization. For the avoidance of doubt, the NTE cost below shall not be construed as a minimum payment requirement.

Project Role	Rate	Hours	Cost
Solutions Architect	USD 245.00	34	USD 8,330.00
Solutions Engineer	USD 200.00	110	USD 22,000.00
Project Manager	USD 155.00	16	USD 2,480.00
TOTAL			USD 32,810.00

Company will assign only duly qualified persons to the Project who have the skills and experience commensurate with their respective role in the process.

If Client requests additional effort that requires additional labor hours, whether to complete Services and Deliverables defined in the SOW, or to add additional Services and Deliverables, then Company and the Client will define the labor rate and estimated number of labor hours via a supplemental agreement in the form of a Change Order consistent with this SOW.

6.1. Working Hours

Company resources will work normal business hours (8am to 5pm, Monday to Friday). For onsite activities this will be in the time zone where the Client is physically located otherwise it will be in the Mountain Time zone.

6.2. Invoicing/Billing Information

Client agrees to pay Company based upon work performed compliant with the Payment Terms as defined in the Agreement. Each invoice will be submitted to Client monthly, numbered sequentially, clearly showing the labor hours by labor category and allowable material costs, travel costs, and other direct costs incurred. Invoice will show amounts being billed for the current period and cumulatively for the period of performance (PoP) as stated in Section 6 of this SOW.

Invoices will be submitted/mailed to: [accountspayable@ roseville.ca.us](mailto:accountspayable@roseville.ca.us)

7. Estimated Travel Expenses

Within the period of performance (PoP) as stated in Section 5 of this SOW, travel expenses pre-approved by Client that are incurred by Company will be billed to Client. Client agrees to pay any and all actual and reasonable travel and other business-related expenses. Actual and reasonable travel expenses may include airfare (coach class for domestic United States), lodging, local transportation, meals, parking, and miscellaneous expenses as required.

If Company is approved to travel to provide Services, then in the event that the Client cancels the travel, regardless of the advance written notice given, Client is required to reimburse Company for all non-refundable travel expenses that Company incurred as of the date of cancellation.

8. Pre-Existing Intellectual Property

Pursuant to Section 7 of the Agreement, and for the avoidance of doubt, Company will continue to own all of its Pre-Existing Intellectual Property, which Company grants to Client a non-exclusive, royalty-free, perpetual, irrevocable and world-wide right to use, modify, and reproduce the Deliverables solely for Client's business use in conjunction with Client's use of the Pre-Existing Intellectual Property. All Company Pre-Existing Intellectual Property utilized in the performance of this SOW are specifically described below. In the event of a conflict between Section 7 of the Agreement and Section 8 of this SOW, Section 8 of this SOW shall control with respect to such conflict.

- **Deliverable #4: PingID Registration Application**

Pre-Existing Intellectual Property is the PingID Registration Application. This includes the PingID Registration Application software architecture, software design, core source code, and user documentation that are incorporated into Deliverable #4 to Client. Company does reuse the PingID Registration Application code in Deliverable #4 for other business customers.



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into as of June 19, 2019 (the "**Effective Date**") by and between PEGRight, Inc. dba ProofID ("**Company**"), a Colorado Corporation having offices at 1755 Telstar Drive, Suite 206, Colorado Springs, Colorado 80920 USA and City of Roseville ("**Client**"), a California Municipal Corporation with offices at 316 Vernon Street, Roseville California, 95678. Company and the Client may be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Client desires to engage Company to perform installation, configuration and/or other Professional Services, and Company has expressed a willingness to perform such services for Client; and

WHEREAS, the Parties desire that Company's effort and the relationship between the Parties be governed by the terms and conditions set forth herein; and

WHEREAS, this Agreement is entered into by Company and its Affiliates, and Client.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Acceptance Procedure"** shall have the meaning set forth in the applicable SOW.
- 1.2. "Affiliate(s)"** means any entity that directly or indirectly controls, is controlled by, or is under common control with any Party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3. "Client"** shall include the entity listed in the preamble to this Agreement and any Affiliate of Client that may execute a SOW under this Agreement. For purposes of clarity, Client and its Affiliates may execute SOWs under this Agreement. When an Affiliate of the Client identified above signs a SOW under this Agreement, the Affiliate shall be considered the Client for purposes of such SOW and shall be bound by the terms and conditions of this Agreement.
- 1.4. "Confidential Information"** means information, including, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data, and concepts originated by the Disclosing Party and furnished to a Receiving Party, whether orally, in writing or any other medium, which information the Disclosing Party desires to protect against unrestricted disclosure or competitive use which (i) has not previously been published or otherwise disclosed to the general public, (ii) has not previously been made available without restriction to the Receiving Party or others, (iii) is clearly marked as confidential or proprietary, or (iv) if orally transmitted is indicated as confidential or proprietary and must be officially followed up in writing within thirty (30) days after said oral disclosure.
- 1.5. "Deliverables"** shall mean, as applicable, those materials and/or solutions that Company or its subcontractor(s) provide to Client pursuant to a SOW in accordance with the Acceptance Procedure.

- 1.6. "Dependency Information"** means information Client will make available in a timely manner for Company's use, at no charge to Company, including, but not limited to, all technical data, computer facilities, programs, files, documentation, test data, sample output, managerial decisions, or other information, resources and personnel required by Company for the performance of the Professional Services and/or completion of the Deliverables under a SOW.
- 1.7. "Intellectual Property"** means all algorithms, application programming Interfaces (APIs), apparatus concepts, Confidential Information, data, databases and data collections, Deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, Ideas and Inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource Identifiers, user Interfaces, works of authorship, and other forms of technology.
- 1.8. "Intellectual Property Rights"** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world; (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and Industrial property rights; (v) other proprietary rights in Intellectual Property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this sentence.
- 1.9. "PCR"** means a Project Change Request which is a written document that details changes in scope from the original Deliverables or Professional Services set forth in a SOW and is executed by authorized representatives of both Parties.
- 1.10. "Professional Services"** shall mean all assistance provided by Company to Client towards completion of the Deliverables, and/or any design, development and other services set forth in a SOW.
- 1.11. "Statement of Work" or "SOW"** shall mean a written document that (i) references this Agreement, (ii) describes the Professional Services to be performed and/or the Deliverables to be completed, (iii) describes the Acceptance Procedure, (iv) describes any Dependency Information, (v) specifies the corresponding rate schedule or other fee information and (vi) is signed by both Parties or is issued by one Party and signed by the other Party.

2. RESPONSIBILITIES

2.1. Company Responsibilities.

- 2.1.1.** Company will make commercially reasonable efforts to complete and deliver to Client all Items identified as Deliverables as set forth in a SOW and will make commercially reasonable efforts to perform all Professional Services in a particular SOW, attached hereto as Exhibit A, and any subsequent PCRs and SOWs under this agreement.
- 2.1.2.** Company is authorized to perform Professional Services only through the execution by both Parties of one or more SOWs.

- 2.1.3.** Company will perform all Professional Services under this Agreement in compliance with all applicable foreign, federal, state and local laws and regulations.
- 2.1.4.** Company will use reasonable efforts with due diligence and in full compliance with typical workman-like standards of practice in the industry to complete the Deliverables and/or perform Professional Services by any applicable dates set forth in the SOW (the "**Period of Performance**").
- 2.1.5.** If Company determines that a change to a SOW is necessary or advisable, Company will submit a PCR in order to modify any SOW that must be executed by a duly authorized representative of each Party. The PCR will (i) describe the proposed change, (ii) describe the rationale for the change, (iii) describe any effects, if any, upon Period of Performance, and (iv) describe any effects, if any, upon the Fees and Terms.
- 2.1.6.** In the event that Company has on-site or remote access to Client systems or networks in connection with the Professional Services hereunder, Company will comply with Client's security requirements.
- 2.1.7.** Company may not subcontract the performance of the Professional Services to any non-Affiliate without the prior written approval of Client. With respect to any subcontract of the performance of this Agreement to an Affiliate of Company or with respect to any such subcontract to a non-Affiliate of Company that is approved by Client, Company shall assume all liability and responsibility of the subcontractor and ensure the subcontractor abides by all of the terms and conditions of this Agreement and any applicable SOW, including appropriate insurances to protect Company, Client, and subcontractor against loss arising from the Professional Services in compliance with Schedule A annexed hereto.
- 2.2. Client Responsibilities.**

 - 2.2.1.** Client will make available in a timely manner all Dependency Information where Client will take all reasonable efforts as may be required by Client to ensure that the Dependency Information is provided in accordance with any Due Dates set forth in a SOW.
 - 2.2.2.** Client will be responsible for, and assumes the risk of any Issues or problems resulting from (i) the content, accuracy, completeness or consistency of all Client Dependency Information, and (ii) the competence of the personnel supplied by Client.
 - 2.2.3.** In the event that Client requires Company to be on-site, Client will provide, at no charge to Company, reasonable office space and equipment at Client's facilities as Company requires in performing the Professional Services and/or completing the Deliverables set forth in a SOW.
- 2.3.** Client and Company acknowledge that the successful completion of the Professional Services in accordance with the Period of Performance specified in a SOW are contingent upon timely completion of activities by Client and Company as contemplated by the Parties under this Agreement including, without limitation, those activities designated in Sections 2.1 (Company Responsibilities) and 2.2 (Client Responsibilities), and/or any additional Client or Company obligations set forth in the applicable SOW. A Party shall immediately notify the other Party in writing as soon as it becomes aware of any

developments that may delay the Period of Performance of any Professional Services and/or delay any Deliverables set forth in the relevant SOW. In the event that any such delays are in breach of either Party's obligations under Sections 2.1 and 2.2 or any additional obligations contained in a SOW, (A) the non-breaching Party shall have the right to terminate this Agreement pursuant to the terms of Section 4.3 (Termination for Cause), or (B) the non-breaching Party shall have the right modify the SOW through a PCR.

3. PAYMENT TERMS

- 3.1. Fees.** Client agrees to pay Company those fees as detailed set forth in the applicable SOW and any subsequent PCRs under this agreement. Unless explicitly stated otherwise in the applicable SOW, all Professional Services shall be billed on an hourly basis, rounded to the nearest quarter of an hour increments. The hourly billing rate for the Professional Services shall be set forth in the applicable SOW, and shall apply regardless of the number of hours worked/invoiced for any given week (i.e., no overtime or additional amounts will be payable above the fixed hourly billing rate).
- 3.2. Rate Increases.** Company reserves the right to escalate its hourly billing rates on an annual basis to account for increases in operating costs and inflation. Rate increases will be applied (i) to new SOW's after the Agreement has been in place for twelve (12) months and on an annual basis thereafter, or (ii) to existing SOW's that have been in effect for at least twelve (12) months and require a PCR to extend the Period of Performance for more than six (6) months.
- 3.3. Expenses.** Unless explicitly stated otherwise in the applicable SOW, no travel, material, or other costs incurred by Company will be charged to the Client. If travel expenses are included in the applicable SOW, all travel expenses will be included with the monthly invoice in accordance with the fees set forth in the applicable SOW. All reimbursable expenses will be delivered to Client no later than sixty (60) days from the date expenses were incurred.
- 3.4. Payment.** Unless otherwise set forth in the applicable SOW, Company will promptly submit an invoice for Professional Services rendered during the preceding month or other agreed-upon interval. Invoices will be mailed to the Client's address as set forth on the applicable SOW or, if no address is provided on the SOW, to the Client's address as set forth above. Unless otherwise set forth in the applicable SOW, Client shall pay Company within thirty (30) days from receipt of an invoice. All payments must be made in U.S. dollars, unless otherwise agreed to in writing. Any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid.
- 3.5. Audit.** Company will maintain complete and accurate records of, and supporting documentation for, the amounts billable to and payments made by the Client hereunder in accordance with generally accepted accounting principles. Company agrees to provide Client with documentation and other information with respect to each invoice as may be reasonably requested by the Client to verify accuracy and compliance with the provisions of this Agreement. Following reasonable written notice to Company, Client may conduct an audit, during regular business hours, of the books and records maintained by Company for Client to verify Company's compliance with this Agreement and the accuracy of fees and expenses during the term of this agreement and for three (3) years after expiration of the Professional Services provided for in this Agreement. Audits shall be completed not more frequently than once per year. Costs of the audit will be at Client's expense.

3.6. Taxes. Unless otherwise stated, Company's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Company's net income or property. If Company has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.7. Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, Client has the right to withhold such disputed amount while the Parties attempt to resolve the dispute in accordance with Section 12.5, provided that Client provides Company with notice of such dispute on or before the due date of the disputed invoice and pays all undisputed amounts by the due date. Client's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for Company to suspend or terminate its performance of undisputed Professional Services, so long as Client pays on a timely basis those amounts that are undisputed.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will continue in full force and effect unless terminated pursuant to the terms of this Agreement.

4.2. Termination for Convenience. If there are no active SOWs under this Agreement, either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

4.3. Termination for Cause. Either Party may terminate this Agreement, including any underlying SOWs, if the other Party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice thereof. Notwithstanding the foregoing, Client and Company may terminate this Agreement and any open SOW immediately if the other Party breaches Section 5 (Confidentiality), and Company may terminate this Agreement immediately if Client breaches Section 7.2 (Restrictions).

4.4. Suspension of Professional Services. Notwithstanding any other provision of this Agreement, Company may, in its sole discretion, suspend the performance of the Professional Services and/or the delivery of a Deliverable if Client materially breaches any of its obligations under this Agreement including, without limitation, failure by Client to pay any invoice amount under this Agreement within the required time period after the date of Company's invoice. Any such suspension by Company: (A) will not constitute termination of this Agreement or any SOW (and Client will continue to be bound by its obligations under this Agreement); (B) will be deemed rationale to modify the Period of Performance outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to Company; and (C) will entitle Company to reimbursement by Client for any and all costs and expenses incurred by Company in connection with any such suspension. Without limiting the foregoing, any such suspension will be considered a delay caused by Client pursuant to Section 2.3.

- 4.5. Obligations upon Termination.** In the event of termination by either party, (i) Company shall immediately cease all work in progress; (ii) Company shall immediately notify any subcontractors to stop work; (iii) Company shall await instructions from Client with respect to the terms and conditions for open Deliverables during the thirty (30) days following notice; (iv) Company shall invoice Client for Professional Services, in accordance with the rates set forth in the applicable SOW, and expenses expended on the SOW through the date Company ceased work to include any cost associated with termination terms, and (v) any amounts owed to Company under this Agreement prior to such termination or expiration will be immediately due and payable.

5. CONFIDENTIALITY

- 5.1. Protection.** The Party receiving Confidential Information ("**Receiving Party**") from the other Party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement. A "**Permitted Person**" means those employees of the Receiving Party and its Affiliates, or eligible (as defined below) subcontractors of the Receiving Party who have a need to know such Confidential Information of the Disclosing Party for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. An employee of a subcontractor is eligible to be a Permitted Person only if such subcontractor is mutually agreed to have such rights in writing.
- 5.2. Exceptions.** The Receiving Party's obligations under Section 5.1 (Protection) with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) was, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (A) approved in writing by the Disclosing Party; (B) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (C) required by law or by the order of a court or similar judicial or administrative body; provided that the Receiving Party notifies the Disclosing Party promptly upon receiving any such request and prior to making such disclosure, if practicable, to the extent that it may legally do so, the Receiving Party advises the Disclosing Party in order that the Disclosing Party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information.
- 5.3. Return of Materials.** Upon any expiration or termination of this Agreement, except as necessary to exercise the rights granted by Company to Client pursuant to Section 7.1 (Rights), each Party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other Party, each Party will provide the other Party with written certification of compliance with the foregoing obligations under this Section 5.3 (Return of Materials).

6. INDEPENDENT CONTRACTOR

- 6.1. Status.** Company is an Independent contractor of Client under this Agreement. Nothing in this Agreement is intended to create a relationship of employee-employer between Company and Client. Neither Party shall be construed to be a partner, member of a joint venture, franchisee, principal, agent, representative or participant of or with the other for any purpose whatsoever. Company does not and shall not have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Client or to bind Client in any manner. Company is responsible for scheduling and determining how Professional Services and/or Deliverables are to be completed and, except as otherwise agreed, shall supply its own tools and supplies. Company shall be solely responsible for paying all compensation earned by its personnel. Company agrees to comply with all federal and state wage and hour laws, immigration laws, and anti-discrimination laws. Company shall be solely responsible for withholding all federal, state, and local income taxes of its personnel, and any other obligations imposed on Company as the employer of the personnel.
- 6.2. Insurance.** Unless otherwise provided in a Statement of Work, during the term of this Agreement Company will comply with the provisions, and maintain without lapse, the Insurance set forth in Schedule A annexed hereto.

7. OWNERSHIP

- 7.1. Rights.** Subject to the terms and conditions of this Agreement (subject to Section 12.1 (Assignment)), Company grants Client a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to Company's Intellectual Property Rights in Deliverables, to use and reproduce the Deliverables solely for Client's business use in conjunction with Client's use of the Deliverables. Except as expressly granted in this section, Company retains all right, title and interest in and to all Company Deliverables, including all Intellectual Property Rights therein. For any Company Products provided to Client in conjunction with Services and/or Deliverables, Client is authorized to use such Company Products pursuant to any underlying Company Product License agreement.
- 7.2. Restrictions.** Except as expressly permitted by this Agreement, in particular Section 7.1, or a SOW, Client will not, and will not allow any third party to: (i) copy, modify, adapt, alter, translate, or create derivative works of the Deliverables; (ii) distribute, sell, resell, lend, loan, lease, license, operate as a service bureau, managed service, sublicense or transfer the Deliverables; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Deliverables (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (iv) knowingly take any action that would cause the Deliverables to be placed in the public domain; or (v) remove, alter or obscure any proprietary notices of Company, its licensors or suppliers included in the Deliverables. Client will not allow any access to or use of the Deliverables by anyone other than Client, or its employees or agents, and any such use must be consistent with the terms, conditions and restrictions set forth in this Agreement.
- 7.3. Exceptions.** Notwithstanding the foregoing, Company and Client may agree in a SOW that Section 7.1 (Rights) shall not apply to Professional Services to be performed or Deliverables to be provided pursuant to such SOW in which case the parties will agree to ownership rights and restrictions, if any, in such SOW.

- 7.4. Client Materials.** Subject to the terms and conditions of this Agreement, Client grants Company and its contractors a limited, nontransferable (subject to Section 12.1 (Assignment)), fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any pre-existing Technology provided by Client to Company or its contractors as necessary or useful to complete the Deliverables and/or perform the Professional Services under this Agreement. Except as expressly set forth in this Section 7 (Ownership), Client retains all right, title and interest in and to any Client materials, including all Client pre-existing Intellectual Property Rights.

8. REPRESENTATION AND WARRANTY

- 8.1. Mutual Representation.** Each Party represents and warrants to the other that:

- 8.1.1.** it is duly organized and validly existing under the laws of its state of organization and it has full right, power, and authority to enter into and perform its obligations under this Agreement;
- 8.1.2.** it has obtained all necessary licenses, permits and other actions required by applicable laws or government regulations in connection with its ability to perform its obligations under this Agreement; and
- 8.1.3.** it has not and will not be bound by any other agreement, which would in any way be inconsistent with or conflict with any of its obligations under this Agreement, except Client's Professional Services Agreement.
- 8.1.4.** it has obtained, or will obtain, prior to performance of the Professional Services or development of the Deliverables, all third party consents, approvals, authorizations, licenses and permissions (collectively, the "**Required Consents**") necessary to perform the Professional Services and/or develop the Deliverables under this Agreement and the SOWs. Each Party shall indemnify, defend and hold the other Party harmless from all claims and liability arising from a Party's failure to obtain any Required Consents required by this Section.

- 8.2. Warranty.** Company warrants and acknowledges as follows: (i) Company will perform Professional Services using commercially reasonable best efforts of a professional quality conforming to generally accepted industry standards and practices; (ii) Acceptance Procedure will be followed to successfully demonstrate Deliverables specified in the applicable SOW are free from defects, suitable for purpose and use intended, and conform to specifications and diagrams; (iii) Company warrants that it owns all right, title, and interest in the Professional Services and Deliverables; (iv) Company will not violate any third party's intellectual property rights; and (v) Company will not intentionally or negligently include within any Deliverables provided hereunder any Malicious Code.

- 8.3. Disclaimer.** ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

- 9.1.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING PUNITIVE DAMAGES OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 9.2.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (EXCEPT FOR SECTION 9.3), NEITHER PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT OR APPLICABLE INSURANCE LIMITS.
- 9.3.** SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY: (I) TO CLIENT WITH RESPECT TO ANY CLAIM ARISING UNDER SECTION 9.1.4 (REQUIRED CONSENTS), SECTION 5 (CONFIDENTIALITY) OR SECTION 7.2 (RESTRICTIONS); OR (II) TO COMPANY WITH RESPECT TO ANY CLAIM ARISING UNDER SECTION 5 (CONFIDENTIALITY) OR SECTION 10 (INDEMNIFICATION).

10. INDEMNIFICATION

- 10.1.** Company agrees to defend, indemnify and hold Client harmless from any claims, suits, damages, judgments and liabilities, including reasonable attorney's fees and costs arising directly out of or relating to: (i) any claim brought against Client by law or contract with respect to Company personnel; and (ii) any claim by a third party alleging infringement or violation of Intellectual Property Rights based upon Deliverables to Client and (iii) failure to get any Required Consents. The foregoing obligations shall be subject to Client giving Company: (A) prompt written notice of such claim (but in any event notice in sufficient time for Company to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and/or settlement of such claim; and (iii) all reasonably necessary cooperation in connection with such investigation, defense and/or settlement. In the event Company reaches a settlement of the claim, any such settlement shall fully discharge Client from liability or obligation to such third party with respect to such claim.
- 10.2.** Client agrees to defend, indemnify and hold Company harmless from any claims, suits, damages, judgments and liabilities, including reasonable attorney's fees and costs arising directly out of or relating to, (i) Client conduct, (ii) any claim by a third party alleging infringement or violation of Dependency Information, (iii) any activity Client directs Company to perform under a SOW, and (iv) failure to get any Required Consents. The foregoing obligations shall be subject to Company giving Client : (A) prompt written notice of such claim (but in any event notice in sufficient time for Client to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and/or settlement of such claim; and (iii) all reasonably necessary cooperation in connection with such investigation, defense and/or settlement. In the event Client reaches a settlement of the claim, any such settlement shall fully discharge Company from liability or obligation to such third party with respect to such claim.

- 10.3.** Notwithstanding the foregoing, Company will have no obligation under this Section 10 (Indemnification) or otherwise with respect to any Infringement claim based upon: (i) any use of a Deliverable not in accordance with this Agreement; (ii) any use of a Deliverable in combination with products, equipment, software, or data not supplied by Company if such infringement would have been avoided but for the combination with other products, equipment, software or data; or (iii) any modification of a Deliverable by any person other than Company or its authorized agents or subcontractors.

11. NONSOLICITATION

- 11.1.** During the term of this Agreement and for twelve (12) months following termination of this agreement, neither Party shall directly or indirectly solicit for employment, retention or use of services any persons employed by the other Party in connection with the Professional Services provided under this Agreement, without the prior consent of the other Party. Nothing in this Section is intended or shall be construed to prevent either Party from (i) hiring employees of the other Party who have not been directly or indirectly solicited, (ii) soliciting or hiring any employees of the other Party in the event of the other Party's insolvency, bankruptcy, receivership, or a cessation of business by either Party, (iii) conducting any general solicitation not specifically targeted at any such employee, and, for the avoidance of doubt, the hiring by a Party of any employee who responds to such general advertising or (iv) soliciting for employment or hiring any employee of the other Party who was terminated by such Party.

12. GENERAL

- 12.1. Assignment.** Neither Party may assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including its licenses with respect to the Software) to any third party without the other Party's prior written consent, which consent may not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, upon written notice, either party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.
- 12.2. Notices.** Any notices, consents, approvals or other communication in connection with this Agreement shall be in writing and shall be sent to the addresses above or to such other addresses as the Parties may hereafter specify, in person, by Federal Express or similar courier service, by facsimile (fax) to a Party's current fax number or, if within the United States, by certified U.S. Mail. Such notices shall be deemed to be given (i) if in person, by courier service or by certified U.S. Mail, when received by a Party, or (ii) upon confirmation of receipt of a fax transmission.
- 12.3. Force Majeure.** Neither Party shall be liable for a failure to perform under this Agreement caused by strikes, lockouts, accidents, fires, floods, explosions, acts of God, material procurement problems, governmental actions, state of war or any other cause beyond the reasonable control of such Party ("**Force Majeure**"); provided the non-performing Party (i) gives prompt written notice of such Force Majeure event; (ii) is without fault in causing such default or delay; and (iii) such default or delay could not have been prevented by reasonable precautions and could not be reasonably circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

- 12.4. Severability.** If any provision (or portion thereof) of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in force and effect.
- 12.5. Governing Law and Venue.** The laws of the State of California, United States of America (without reference or giving effect to any conflict of laws principles that would require the application of the laws of any other jurisdiction) govern this Agreement and all matters arising out of or relating to this Agreement, including, without limitation, validity, interpretation, construction, performance, and enforcement. If any claim is not resolved by the Parties within thirty (30) days after delivery of written notice thereof from a Party to the other Party involved with such dispute, prior to commencing a cause of action in any court of law, the Parties shall submit the claim to non-binding mediation in Placer County, California USA where Company has its principal place of business. The Parties shall use their best efforts to schedule mediation within thirty (30) days from the date in which the claim is submitted to mediation. If the Parties in good faith do not settle the dispute through mediation, then the dispute, action, claim or cause of action arising out of, relating to, or in connection with this Agreement shall be only brought in and are subject to the exclusive jurisdiction of the state and federal courts located in Placer County, California USA. Each Party waives, to the fullest extent of the law, any objection to venue in such courts, and each Party hereby irrevocably submits and consents to the exclusive jurisdiction of such courts.
- 12.6. Amendments; Waivers.** No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived.
- 12.7. Public Disclosures.** All media releases, public announcements and public disclosures by either Party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, will be coordinated with and approved by each Party prior to release, where Parties will not unreasonably withhold or delay approval. The Parties will; (i) ensure that any approved publicity materials remain current and accurate; and (ii) allow either Party to reserve the right to withdraw a previously granted approval.
- 12.8. Trademarks.** All use of name, service marks or trademarks by either Party relating to this Agreement or the subject matter of this Agreement, will be coordinated with and approved by each Party, where Parties will not unreasonably withhold or delay approval.



12.9. Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter contained in this Agreement are expressly superseded by this Agreement. In entering this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of Client's Professional Services Agreement, this Agreement, and a SOW, the terms and conditions set forth in the Client Professional Services Agreement shall govern, followed by the SOW.

12.10. Headings. Headings contained in this Agreement are for convenience only and are not part of this agreement and do not in any way interpret, limit, or amplify the scope extent, or intent of this Agreement or any of the provisions hereof.

IN WITNESS WHEREOF, the Parties have caused this Professional Services Agreement to be signed by a duly authorized representative on the dates below.

PEGRight, Inc dba ProofID.

City of Roseville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
Company INSURANCE

A-1. Company Insurance. Company must maintain, at its sole cost and expense, the following types and coverage amounts:

A-1.1 Worker's Compensation. Worker's Compensation (unless waived in accordance with state law) which shall cover Company's obligation for damages due to bodily injury occurring to Company's employees arising out of and in the scope of their employment.

A-1.2 Commercial General Liability. Commercial general liability insurance including contractual liability and personal injury/property damage coverage, for Company employees including temporary employees, in a combined single limit of not less than \$2,000,000 and \$2,000,000 in the aggregate. All Client liability claims will be handled within the limits of liability of Company's Commercial General Liability insurance policy.

A-1.3 Commercial Auto Liability. Commercial auto liability insurance with limits not less than one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable.

A-1.4 Professional Liability. Professional liability insurance (Errors and Omissions) with limits not less than five million dollars (\$5,000,000) annual aggregate for all claims each policy year for computer programming and electronic data processing services.

A-1.5 Cyber Liability. Cyber liability insurance with limits not less than five million dollars (\$5,000,000) annual aggregate for a data breach in which personal information is exposed or stolen by a hacker or other criminal who has gained access to the Company's electronic network.

A-1.6 Umbrella Liability. Umbrella liability insurance with limits not less than five million dollars (\$5,000,000) each occurrence with a policy at least as broad as underlying policies and no more restrictive

A-2 Insurance Coverage Requirements. All insurance policies must be issued by companies licensed or authorized in the state where the Professional Services will be performed. The issuing companies must hold a current Policy Holder Alphabetic Category Rating of not less than "A-VII" according to the latest edition of A.M. Best's Key Rating Guide.

A-3. Additional Insured & Certificate of Insurance. All Company certificates of insurance shall name Client as additional insured with respect to general liability and shall require that Client be provided with at least thirty (30) days' advance written notice. Upon execution of this Agreement, Company must furnish certificates of insurance and copies of additional insured endorsements to Client evidencing all the insurance required above, and thereafter upon renewal of all policies to be maintained hereunder.

ORDINANCE NO. 6125

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for removal and repair of dry rot at Maidu Library, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$55,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Hong Sae / Chief Information Officer FISCAL YEAR: FY2019-20
PREPARER NAME & TITLE: Angela Bal / IT Program Manager COUNCIL DATE
(if applicable): 7/10/2019
DEPARTMENT/DIVISION: Information Technology ORDINANCE: _____

(Space left blank for approval)

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	5301	32240		32,810	PSA - Proof ID configuration & implementation of SSO/MFA software
TOTAL				32,810	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	32,810
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105				(32,810)	reduce available resources - IT Replacement Fund
TOTAL				(32,810)	

Justification for Budget Adjustment:

This budget adjustment is recommended to appropriate funding from the IT Replacement Fund (4105) fund balance, to execute a professional services agreement with PEGRight, Inc. dba ProofID for the configuration and implementation for Single-Sign-On (SSO) and Multi-factor authentication (MFA) software. The total cost in FY2019-20 will not exceed \$32,810, of which \$24,800 was unspent in the FY19 annual project and must be re-appropriated from fund balance. This professional services agreement is a one-time purchase with no recurring maintenance costs. The total cost will be funded through the IT Replacement Fund with no impact on the General Fund.

REQUIRED APPROVALS:	
 REQUESTING DEPARTMENT HEAD / DESIGNEE	 BUDGET MANAGER / DESIGNEE
 CHIEF FINANCIAL OFFICER / DESIGNEE	 CITY MANAGER / DESIGNEE
DATE	DATE
7/2/19	7/2/19
7/2/19	7/2/19
BUDGET DEPARTMENT USE ONLY:	
POSTED BY	
DATE	

Revised: June 24, 2019

7/2/2019 1:50 PM



COUNCIL COMMUNICATION

CC #: 0173

File #: 0323 & 0800-06

Title: Second Reading of Ordinance - Electric Scooter Share Programs Prohibition

Contact: Mike Isom 916-774-5527 misom@roseville.ca.us
James Maccoun 916-774-5011 jmaccoun@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6123 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 11.13 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHARED ON-DEMAND PERSONAL MOBILITY DEVICES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Mike Isom, Development Services Director

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6123

ORDINANCE NO. 6123

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER
11.13 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING SHARED ON-DEMAND PERSONAL MOBILITY DEVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 11.13 of Title 11 of the Roseville Municipal Code is hereby added to read as follows:

Chapter 11.13
SHARED ON-DEMAND PERSONAL MOBILITY DEVICES

11.13.010 Findings.

The city council adopts the ordinance codified in this title based upon the following findings:

A. Article 11, Section 7 of the California Constitution authorizes the city to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws.

B. Cities across the country, especially those in California, have experienced rapid and unauthorized introduction and implementation of shared on-demand personal mobility devices whereby large quantities of such devices are provided and offered to residents and visitors for rent via self-service applications, portals, and/or other methods.

C. Many of the devices provided through these share programs are “dockless,” meaning they are available without any designated platform, parking area, or other safe and unobtrusive location for leaving parked or unattended devices. In certain cities, these programs have resulted in a proliferation of unattended or abandoned devices on streets, sidewalks, parks, and trails which block pedestrian access and public accessible paths of travel and, in general, unlawfully encroach on publicly-owned property. Such encroachment presents multiple liability concerns, including but not limited to trip hazards with resulting injuries and lawsuits in accordance with the Americans with Disabilities Act (“ADA”).

D. These devices are capable of traveling up to sixteen (16) miles per hour whereby many riders, especially minors, are ambivalent to potential safety hazards and state laws restricting operation of such devices on sidewalks, high-speed roadways, or other areas. This has resulted in well-documented complaints of injury and harm to riders, pedestrians, vehicles, bicycles, and property.

E. The unmanaged proliferation of these devices detracts from community aesthetics and creates a general public nuisance as such devices are often abandoned by users in streets, sidewalks, and other public places throughout other cities. In addition, such devices constitute electronic and other hazardous waste, and abandonment of such devices requires them to be impounded and properly disposed of at a significant cost to the city.

F. The city council has therefore determined that the operation of unregulated and unpermitted on-demand personal mobility devices in the city will cause immediate and highly

significant impacts to the public health, safety and welfare, including unauthorized use of streets and sidewalks, unpermitted obstructions and encroachments on public and private property, increased traffic congestion and accidents, and the increased potential for gravely serious injury to persons and property.

G. The city council therefore desires to prohibit the operation of shared on-demand personal mobility devices and shared on-demand personal mobility device operators within the city as such terms are defined herein.

H. The city council further finds that this ordinance is necessary to preserve the public peace, health and safety, as well as to prevent public nuisance.

11.13.020 Purpose and intent.

The purpose and intent of this chapter is to prohibit shared on-demand personal mobility devices from being placed in the public right-of-way, or offered for use by shared on-demand personal mobility device operators anywhere in the city to ensure that the use of the public right-of-way at all times promotes the public health, safety, and welfare and allows for safe and unhindered pedestrian and vehicular circulation.

11.13.030 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Public right-of way” means the area on, below, or above a public roadway, highway, street, or alley that is owned by the city, publicly held by the city or dedicated to the city for public use and over which the city has jurisdiction and control and may lawfully grant access pursuant to applicable law.

“Shared on-demand personal mobility device” means any wheeled mobility device by which a person can be propelled, moved, or drawn, that is displayed, offered, or placed in any public area, public right-of-way, or city-owned property, that is powered in any form; is accessed via on-demand portal, whether through a smart-phone application, access code, identification device, or similar method; or is provided by a shared on-demand personal mobility device operator by which such devices are available to members at any staffed or un-staffed, self-service locations. Examples of such devices include but are not limited to e-scooters, motorized scooters and hover boards. This definition does not include automobiles, motorcycles, electric personal assistive mobility devices, electronically assisted bicycles, permitted bicycle share programs, or mopeds as defined by the California Vehicle Code.

“Shared on-demand personal mobility device operator” means any individual or entity, public, private, or non-profit, that owns, manages, operates, or maintains any shared on-demand personal mobility device for use on sidewalks, streets, public right-of-way, public area, or city-owned property.

11.13.040 Prohibitions.

It shall be unlawful to operate, provide, place, or offer for use a shared on-demand personal mobility device, or to operate or conduct business as a shared on-demand personal mobility device operator, within the city.

11.13.050 Removal and impoundment.

Shared on-demand personal mobility devices displayed, offered, or made available for rent, or abandoned in the public right-of way, on sidewalks, or on city-owned property shall be subject to immediate removal and impoundment by the city in accordance with this section.

A. City employees are authorized to remove and impound such shared on-demand personal mobility devices. Removed and impounded devices shall be taken to the corporation yard. After removal and impoundment, the employee shall attempt to notify the owner of the device or other responsible party of the removal and impoundment, if such can be ascertained, and will also provide the location of the device, the procedure for retrieving the device, and the procedure for challenging the removal and impoundment of the device.

B. Any person desiring to retrieve a shared on-demand personal mobility device by the city may do so upon the payment of an administrative fine of \$50.00 for each device. Any person retrieving a device will also be charged a \$5.00 per day storage fee for each device. In lieu of paying such administrative fine and storage fees, such person may retrieve a device upon signing an administrative citation issued to him or her for violation of this title. Administrative citations may be appealed in accordance with Chapter 2.50 of the Roseville Municipal Code.

C. Any shared on-demand personal mobility device removed and impounded by the city will be considered abandoned if it is not retrieved within fifteen (15) calendar days after the date of such removal, and may be disposed of by the city without liability to any person.

D. Shared on-demand personal mobility devices which are in violation of this title but are neither in the public right-of way, on a sidewalk, or city-owned property, shall not be removed and impounded by city employees without the prior written consent of the property owner or the issuance of a warrant by a court of competent jurisdiction, but may be abated by appropriate criminal or civil actions, or both.

11.13.060 Penalties.

It is unlawful and a public nuisance to violate any of the provisions of this chapter. Violation of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney.

11.13.070 Civil injunction.

The violation of any provision of this chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the city, create a cause of action for injunctive relief.

11.13.080 Administrative remedies.

In addition to the civil remedies and criminal penalties set forth above, any person or entity who violates any provision of this chapter may be subject to administrative remedies, as set forth by city ordinance.

11.13.090 Cumulative remedies.

Unless otherwise expressly provided, the remedies, procedures, and penalties provided by this chapter are cumulative to each other and to any others available under state law or other city ordinances.

11.13.100 Separate offense for each day.

Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.

11.13.110 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0172
File #: 0400-02

Title: Second Reading of Ordinance - North Central Roseville Specific Plan - Parcel 49 - Living Spaces
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6122 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING THE TEXT OF ZONING ORDINANCE NO. 4643 OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6122

ORDINANCE NO. 6122

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING THE TEXT OF ZONING ORDINANCE NO. 4643 OF THE CITY OF
ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Ordinance No. 4643, is amended to remove restrictions on the amount of retail development permitted on North Central Roseville Specific Plan Parcel 49, replace language discussing the corporate center designation with language describing the proposed uses for the site, and add Medical Services, General as a permitted use, as shown and so designated in Exhibit "C", which is attached hereto and incorporated herein by reference.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0148

File #: 0103-32-02 & 0103-04-02 & 0103-05-02 & 0103-09-02 & 0103-13-02

Title: Boards and Commissions - Meeting Time Changes
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 7.24.

RECOMMENDATION TO COUNCIL

Approve meeting start time changes as follows:

Law & Regulation Committee - from 5:30 p.m. to 4:00 p.m.

Library Board - from 6:30 p.m. to 6:00 p.m.

Parks & Recreation Commission - from 7:00 p.m. to 6:00 p.m.

Public Utilities Commission - from 7:00 p.m. to 6:00 p.m.

Transportation Commission - from 7:00 p.m. to 6:00 p.m.

BACKGROUND

Following the decision by the City Council at their April 17, 2019 meeting to change the start time of City Council meetings from 7:00 p.m. to 6:00 p.m., the City's boards and commissions considered earlier meeting start time changes as well. The Law & Regulation Committee, Library Board, Parks & Recreation Commission, Public Utilities Commission, and Transportation Commission are requesting approval to change their meeting start times to an earlier time.

The time changes will allow more substantive items to be heard at an earlier time to accommodate individuals who wish to attend and speak during public comment or speak to an item on the agenda.

FISCAL IMPACT

There is no fiscal impact to the General Fund with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or jobs created with this request.

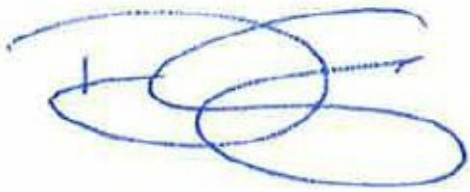
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Changing meeting times of the City's boards and commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke, positioned above a horizontal line.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0152
File #: 0600-02

Title: Out-of-State Travel Request - Police Department
Contact: Traci Drake 916-746-1081 tdrake@roseville.ca.us

Meeting Date: 7/10/2019
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff request that Council approve the Regional Special Weapons and Tactics (SWAT) Mission Leader to travel to College Station, Texas for a Department of Homeland Security and Federal Emergency Management Agency (FEMA) sponsored Enhanced All-Hazards Incident Management/Unified Command training.

BACKGROUND

The Roseville Police Department is part of a regional SWAT team and a Roseville Police sergeant is the Mission Leader for this team. Part of his responsibilities is management of large scale incidents, implementing Incident Command System (ICS) and establishing unified command. The Enhanced All-Hazards Incident Management/Unified Command training focuses on incident management skills, staff responsibilities, and the related situational awareness and decision-making skills using a computer-driven training simulation to create a challenging decision-making environment in an expanding complex incident.

The course focuses on the processes used while working in an Incident Command Post (ICP) and the key decision-making requirements within that response node. He will learn from the cause and effects of incident decisions while working in an ICP and responding to simulated, national exercises.

The overall incident management structure used in the course is based on the National Incident Management System (NIMS) and the National Response Framework (NRF), and is certified by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Training and Exercise Integration Division.

FISCAL IMPACT

The Department of Homeland Security and FEMA will be fully funding all travel and training expenses. There is no cost to the City or impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this request for out-of-state travel.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of out of state travel does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Traci Drake, Public Safety Program Coordinator

James Maccoun, Police Chief

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

TEEX Training

ENHANCED ALL-HAZARDS INCIDENT MANAGEMENT/UNIFIED COMMAND

MGT-314

DHS/FEMA-FUNDED COURSE



ENHANCED ALL-HAZARDS INCIDENT MANAGEMENT/UNIFIED COMMAND

MGT-314

The EIMUC course focuses on incident management and decision making skills, staff responsibilities and related situational awareness using a computer-driven training simulation to create a challenging environment in an all-hazards scenario. There are four rigorous emergency response exercises designed to hone both individual and team-building incident management skills. Participants learn from the cause and effects on incident decisions while working in an Incident Command Post (ICP) using a simulated, national jurisdiction.

The overall incident management structure used in the course is based on the National Incident Management System (NIMS) and the National Response Framework (NRF), and is certified by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) National Training and Education Division.

Topics

- Planning Process
- Information Management Process
- Resource Management Process
- Working in an ICP in a unified command structure
- Decision-making exercises
- Case Study

Prerequisites

FEMA / SID Number

Students must register for and provide a SID number to access the class. Register online:

cdp.dhs.gov/femasid

ICS 100, 200 and 700

Recommendations

ICS 300

Course Length

28 hours (3 1/2 days)

Venue

Emergency Operations Training Center (EOTC)
College Station, Texas

CE Credits

IACET - 2.8 CEUs

ACE - 1 hour College Credit (lower division)

Participants

Emergency response managers and supervisors

- Law Enforcement
- Emergency Medical Services
- Emergency Management
- Fire Service
- Hazardous Materials
- Public Works
- Governmental Administrative
- Public Safety Communications
- Health Care
- Public Health

For more information, contact:

TEXAS A&M ENGINEERING EXTENSION SERVICE

Kris Murphy, Project Coordinator

200 Technology Way

College Station, TX 77845-3424

979.458.5610 or 855.245.1614 (toll free)

Kris.murphy@teex.tamu.edu

www.teex.org/nerrtc





COUNCIL COMMUNICATION

CC #: 0158

File #: 0206-03-01

Title: Diamond Creek Community Facilities District No. 1 Bond Refunding

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

Meeting Date: 7/10/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, Approving and Directing the Execution of a Bond Purchase Agreement, and Approving Other Related Documents and Actions.

The attached resolution authorizes the execution and delivery of the following documents required for the bond refunding for Diamond Creek Community Facilities District No. 1:

- Fiscal Agent Agreement
- Bond Purchase Agreement
- Preliminary Official Statement

BACKGROUND

Diamond Creek Community Facilities District (CFD) No. 1 was formed on April 4, 2007 by the adoption of Resolution 07-155 with an original bond issue par amount of \$7,075,000. The current outstanding bond amount is \$5,375,000 with an average interest rate of 4.94% and a final bond maturity of September 1, 2037. The net present value (NPV) savings to be achieved with the refunding will be approximately \$593,000 or 11% of the refunded bonds. The new refunding principal amount shall not exceed \$6,500,000. The refunding will provide \$300,000 of new money for additional authorized improvements and will not increase the term of the outstanding bonds.

FISCAL IMPACT

The net present value (NPV) savings to be achieved with the refunding will be approximately \$593,000 or 11% of the refunded bonds. The refunding will provide \$300,000 of new money for additional authorized improvements and will not increase the term of the outstanding

bonds. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created as a result of this bond refunding.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of a resolution authorizing the issuance of special tax refunding bonds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.28%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$269,030; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$5,022,837; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$7,640,790.00.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-309

Preliminary Official Statement

Fiscal Agent Agreement
Bond Purchase Agreement

RESOLUTION NO. 19-309

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING AND DIRECTING THE EXECUTION OF A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form Diamond Creek Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$7,850,000 (the "Authorization") and caused bonds to be issued for the District in 2007, in the original principal amount of \$7,075,000, designated City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2007 (the "Prior Bonds"); and

WHEREAS, the Prior Bonds are redeemable on September 1, 2019 and interest payment dates thereafter at a redemption price equal to the aggregate principal amount of bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium, and the City desires to refund the Prior Bonds by issuing refunding bonds for the District, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City Council, as legislative body of the District, to authorize a series of special tax bonds as refunding bonds for the District designated City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019 (the "2019 Bonds"); and

WHEREAS, there has been submitted to the City Council a form of Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City, for and on behalf of the District, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, and to provide for the issuance of the 2019 Bonds, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2019 Bonds; and

WHEREAS, the City proposes to sell the 2019 Bonds to Piper Jaffray & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the 2019 Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the 2019 Bonds by the Council in accordance with Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2019 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** The Council finds and determines that it is prudent in the management of its fiscal affairs and in the best interests of the City and the District to issue the 2019 Bonds for the purpose of providing moneys for the refunding of the Prior Bonds to achieve interest cost savings, a portion of which will be capitalized for District authorized facilities, and that, pursuant to the Act, the 2019 Bonds are not a part of the Authorization.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the 2019 Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution, and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019" in an aggregate principal amount not to exceed the par amount set forth in Section 7 are hereby authorized to be issued for the purpose of refunding the Prior Bonds and providing capitalized savings for District authorized facilities. The 2019 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The 2019 Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the 2019 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the 2019 Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

The City hereby finds that the 2019 Bonds constitute "refunding bonds" within the meaning of the Act because the proceeds thereof will be used to refund the Prior Bonds. For the purposes of these proceedings for the issuance of the 2019 Bonds, the City hereby determines, based on preliminary calculations, that the total net interest cost to maturity on the 2019 Bonds, plus the principal amount of the 2019 Bonds is less than the total net interest cost to maturity of the Prior Bonds plus the principal amount of the Prior Bonds to be refunded.

4. **Fiscal Agent Agreement.** The City Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer, or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel

to the City ("Bond Counsel"). The proceeds of the 2019 Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. Covenant to Foreclose. The City hereby covenants, for the benefit of the owners of the 2019 Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2019 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. Approval of Official Statement; Continuing Disclosure Certificate. The Council hereby approves the Preliminary Official Statement with respect to the 2019 Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2019 Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure Certificate in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of 2019 Bonds shall not exceed \$6,500,000 or result in an underwriter's discount in excess of 1.50%, and the total interest cost to maturity on the 2019 Bonds plus the principal amount of the 2019 Bonds shall not exceed the total interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds. Subject to the foregoing parameters, the principal amount of the 2019 Bonds may be more than, less than, or the same as the principal amount of the Prior Bonds and savings achieved through the issuance of the 2019 Bonds may, and are intended to, be used for facilities authorized for the District, and an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the 2019 Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the 2019 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents (including, without limitation, irrevocable refunding instructions for the redemption of the Prior Bonds), which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2019 Bonds in accordance with this resolution, and any certificate, agreement, and other

document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer (including any person holding such office on an interim basis) or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2019, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED JULY [11], 2019**NEW ISSUE-FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$5,500,000***CITY OF ROSEVILLE****DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)****SPECIAL TAX REFUNDING BONDS****SERIES 2019****Dated: Date of Delivery****Due: September 1, as shown below**

The bonds captioned above (the "2019 Bonds"), are being issued by the City of Roseville (the "City") by and through its Diamond Creek Community Facilities District No. 1 (Public Facilities) (the "District"). The 2019 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of August 1, 2019 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2019 Bonds are being issued to (i) refund, in full, the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2007 (the "2007 Bonds"), which are outstanding in the principal amount of \$5,375,000, (ii) make a deposit to an improvement fund to pay for additional authorized improvements for the District, (iii) make a deposit to a debt service reserve account for the 2019 Bonds, and (iv) pay costs of issuance of the 2019 Bonds. Interest on the 2019 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2020. See "THE BONDS – Authority for Issuance."

The 2019 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2019 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2019 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2019 Bonds from proceeds of the 2019 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property in the District subject to the Special Tax securing the 2019 Bonds consists of 217 completed homes and one home under construction. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The 2019 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2019 BONDS. THE 2019 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2019 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2019 Bonds.

The 2019 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Kutak Rock LLP, Irvine, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2019 Bonds will be available for delivery to DTC on or about August [14], 2019.

[Piper logo]

The date of this Official Statement is _____, 2019.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2019**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† Copyright 2019, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

John Allard, *Mayor*
Krista Bernasconi, *Vice Mayor*
Scott Alvord, *Councilmember*
Bruce Houdesheldt, *Councilmember*
Pauline Roccucci, *Councilmember*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Chief Financial Officer*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Appraiser

Integra Realty Resources
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2019 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2019 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2019 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2019 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2019 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2019 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$5,500,000*
CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2019

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2019 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2019 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the “**County**”), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX C.

The District. The District was formed on April 4, 2007 under the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the “**Act**”), by adoption of a Resolution of Formation by the City Council of the City which set forth the rate and method of apportionment of special taxes for the District. Concurrently the City Council passed a resolution declaring the necessity to incur bonded indebtedness for the District in a total amount not to exceed \$7,850,000. On the same day, an election was held within the District in which the sole eligible landowner voter in the District unanimously approved the proposed bonded indebtedness and the levy of the Special Tax.

* Preliminary; subject to change.

Development in the District. Property in the District subject to the Special Tax securing the 2019 Bonds consists of 218 single family residential parcels, 217 of which are improved with a completed home sold to homeowners. The single remaining home is under construction, having previously served as a parking lot the model complex, and is currently under contract for sale to a homebuyer.

Purpose of the 2019 Bonds. The 2019 Bonds are being issued to (i) refund, in full, the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2007 (the “**2007 Bonds**”), which are outstanding in the principal amount of \$5,375,000, (ii) make a deposit to an improvement fund to pay for additional authorized improvements for the District, (iii) make a deposit to a debt service reserve account for the 2019 Bonds, and (iv) pay costs of issuance of the 2019 Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS.”

Authority for Issuance of the 2019 Bonds. The 2019 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on July [10], 2019 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of August 1, 2019 (the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”).

Bond Terms. The 2019 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2019 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2020. The 2019 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2019 Bonds. The 2019 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2019 Bonds. Payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Security and Source of Payment of the Bonds. The 2019 Bonds are payable from “**Special Tax Revenues**,” consisting of the proceeds of the Facilities Special Taxes received by the City (herein, the “**Special Tax**” or “**Special Taxes**”) defined in the rate and method of apportionment of Special Tax for the District (the “**Special Tax Formula**”), net of the administration charge of the County (currently at 1%), which are to be levied by the City on taxable real property within the boundaries of the District. The Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined through the application of the Special Tax Formula. The Special Tax Formula is set forth in APPENDIX A hereto. The 2019 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein.

The Special Taxes represent liens on the parcels of land subject to a Special Tax and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The 2019 Bonds are also payable from the proceeds of any foreclosure actions brought following a delinquency in payment of the Special Taxes. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels; each parcel subject to a Special Tax is secured by ability to foreclose on the parcel for non-payment. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology” and “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

No Additional Bonds Except for Refunding. The maximum authorized indebtedness for the District is \$7,850,000. The City covenants in the Fiscal Agent Agreement not to issue additional bonds, notes or obligations secured by the Special Tax Revenues on a parity basis with the 2019 Bonds, except for the purpose of refunding all or a part of the outstanding Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – No Additional Bonds.”

2019 Reserve Fund. In connection with the issuance of the 2019 Bonds, a 2019 Reserve Fund (the “**2019 Reserve Fund**”) is being established under the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2019 Bonds. The 2019 Reserve Fund is available solely for the payment of debt service on the 2019 Bonds; future parity Bonds (which may only be issued for refunding purposes), if any, will have a separate reserve fund. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund.” If there are additional delinquencies after depletion of funds in the 2019 Reserve Fund, the City is not obligated to pay the 2019 Bonds or supplement the 2019 Reserve Fund.

Value of Property. Property in the District is security for the Special Tax. For Fiscal Year 2018-19, the assessed value of all of the property in the District is \$67,446,720. In order to ascertain an additional estimate of value of 48 single family homes not yet assigned an improved value on the tax roll and the single home under construction, the City authorized the preparation of an appraisal report, which sets forth an aggregate value of the 49 parcels as of the May 7, 2019 date of value of \$18,360,000. The Fiscal Year 2018-19 assessed value of the remaining parcels in the District is \$64,016,567. In aggregate, the assessed value of the 169 taxable parcels in the District not appraised and the 49 appraised value of the parcels appraised equals \$82,376,567. The Appraisal is included as APPENDIX B hereto. See also “VALUE OF PROPERTY WITHIN THE DISTRICT.”

Based on the foregoing aggregate value estimate (\$82,376,567), the value of taxable property in the District is 14.98* times the \$5,500,000* aggregate principal amount of the 2019 Bonds and 13.44* times the \$6,129,940* aggregate principal amount of the 2019 Bonds and overlapping land-secured debt. This is an average, and individual parcels may vary widely from the average. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.”

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2019 Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2019 Bonds. The 2019 Bonds are not secured by a

* Preliminary; subject to change.

legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2019 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2019 Bonds is a general debt, liability or obligation of the City. The 2019 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2019 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2019 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2019 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2019 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Plus: Funds Relating to Prior Bonds	
Total	\$

Estimated Uses of Funds:

Redemption of Prior Bonds	\$
Deposit to Improvement Fund ⁽¹⁾	
Deposit to 2019 Reserve Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Capitalized savings to be used for authorized improvements.

(2) Equal to the Reserve Requirement for the 2019 Bonds.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2019 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Description of the Bonds

Bond Terms. The 2019 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2019 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2019 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2020. The principal of the 2019 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2019 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2019 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2019 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2019 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2019 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2019 Bond, interest is in default thereon, such 2019 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2019 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following dates and respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2019 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2019 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term 2019 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be

* Preliminary; subject to change.

redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2019 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2019 Bond to be redeemed or will state that all 2019 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, will state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and will require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said

redemption price, and will state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2019 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the City will select the 2019 Bonds to be redeemed, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2019 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption are deposited in the Bond Fund, such 2019 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2019 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2019 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2019 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2019 Bond or 2019 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2019 Bond or 2019 Bonds, for a like aggregate principal amount of 2019 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2019 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2019 Bonds for redemption or (ii) with respect to a 2019 Bond after such 2019 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2019 Bonds and any additional Bonds that may be issued in the future for refunding purposes) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided in the Fiscal Agent Agreement, in the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by an administrator (the “**Special Tax Administrator**”), currently Willdan Financial Services, Temecula, California, and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the annual “**Maximum Facilities Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Facilities Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Facilities Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax

Methodology” below. See also “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The Special Tax Formula also provides for the levy of a “Services Special Tax” to pay for Authorized Services (as defined in the Special Tax Formula) which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula. The Services Special Tax is not security for the Bonds. The Maximum Services Special Tax for all taxable Parcels of Developed Property in Fiscal Year 2018-19 was 22.38 per Unit (including Affordable Units) or Buildable Lot. The Services Special Tax shall only be levied on Single Family Detached Property, Single Family Attached Property, and Multi-Family Property within the District.

The City may annually levy the Special Tax in an amount up to the annual Maximum Facilities Special Tax rate, which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Facilities Special Tax Requirement (as defined below). Because each Special Tax levy is limited to the annual Maximum Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Facilities Special Tax Requirement will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS — Tax Delinquencies” herein. The Special Taxes are collected for the City by the County of Placer in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Facilities Special Tax Requirement. Each year, the City will determine the annual Facilities Special Tax Requirement of the District for the upcoming fiscal year. The “**Facilities Special Tax Requirement**” is defined in the Special Tax Formula as the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds, (ii) to create or replenish reserve funds, (iii) to pay Administrative Expenses, (iv) to cure any delinquencies in the payment of principal or interest on indebtedness of the District which have occurred in the prior Fiscal Year or (based on delinquencies in the payment of the Facilities Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected, and (v) to pay construction expenses to be funded directly from Facilities Special Tax proceeds. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds received by the District from the collection of penalties associated with delinquent Facilities Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

The Facilities Special Tax Requirement is the basis for the amount of Special Tax to be levied within the District to pay the Bonds. In no event may the City levy a Special Tax in any year above the Maximum Facilities Special Tax identified for each parcel in the Special Tax Formula.

Classification of Parcels. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The Special Tax Formula provides that the Special Tax will be levied against property in the District up to the maximum in an amount and in the order set forth in the Special Tax Formula, which varies based on the parcel's classification as a "Developed Property", "Undeveloped Property" or a "Taxable Public Property." Within the Developed Property classification, four homes are eligible to be classified as "Affordable Units" (5 Affordable Units are planned for the District); Affordable Units in the District are assigned a reduced Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Facilities Special Tax to parcels within the District, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each Taxable Parcel as Developed Property, Undeveloped Property or Taxable Public Property and the Special Tax assigned in the amount shown in a schedule attached to the Special Tax Formula, with the tax levied first on Developed Property, and then, if needed on Undeveloped Property and Taxable Public Property. See APPENDIX A.

Annual Special Tax Levy. The Special Tax will be levied each year by comparing the annual Facilities Special Tax Requirement to the Maximum Facilities Special Tax to be generated by all Taxable Property; if the annual Facilities Special Tax Requirement is less than the Maximum Facilities Special Tax, the Special Tax levy will be decreased proportionately for each taxed property until the Special Tax revenue equals the annual Facilities Special Tax Requirement.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct the authorized District-funded facilities and to pay the annual Facilities Special Tax Requirement. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after fiscal year 2040-41. When all annual Facilities Special Tax Requirement incurred by the District have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy the Special Tax by a cash settlement with the City, subject to the conditions set forth in the Special Tax Formula which include (i) the Parcel is part of a recorded Development Plan that allows the Administrator to identify the final land uses on the Parcel for purposes of applying the Special Tax Formula, and (ii) there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. The prepayment amount will be established using the formula set forth in the Special Tax Formula, which is generally based on the Parcel's share of the outstanding Bonds, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, anticipated Special Tax delinquencies, administration of the District, and for payment of pay-as-you-go expenditures of the Improvements or authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the Maximum Facilities Special Tax identified for each parcel

in the Special Tax Formula. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The Special Tax will be levied in an amount at least equal to the annual Facilities Special Tax Requirement as described in the Special Tax Formula and may be levied in an amount up to the maximum rates, which may include a pay-as-you-go component. The total Maximum Facilities Special Tax for the District is [[\$459,943]] for Fiscal Year 2018-19. Each year, the Special Tax is adjusted by the Annual Special Tax Escalation Factor set forth in the Special Tax Formula. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The following table shows the District's debt service coverage for the Fiscal Year 2018-19 special tax levy.

Description	2018-19 Amount	2018-19 Debt Service ⁽¹⁾	2018-19 Debt Service Coverage
Maximum Special Tax ⁽²⁾	\$459,942.64	\$382,812.50	120.15%
Special Tax Levy ⁽²⁾⁽³⁾	416,522.56	382,812.50	108.81

- (1) This amount represents the calendar year 2019 revised debt service after considering the September 1, 2018 bond call. In order to compensate for the six-month delay between the start of the District's fiscal year and the receipt of the Special Tax collections from the County, the calendar year debt service is used to calculate the fiscal year levy.
- (2) The Maximum Special Tax and Special Tax Levy amounts shown above exclude any amounts related to the District's authorized services, and is net of prepayments to date of the Facilities Special Tax attributable to a “buy down” of the Special Tax by Lennar on some parcels.
- (3) Excess District funds can be used to fund upcoming debt service payments.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will

occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor. For delinquency history data, see "VALUE OF PROPERTY WITHIN THE DISTRICT - Special Tax Delinquencies."

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is (i) delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District) or (ii) delinquent for 3 years or more, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying at the maximum special tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the

limitation described under the caption “– Special Tax Methodology – Limitation on Increases of Special Tax Levy” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor’s filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2019 Reserve Fund

In connection with the issuance of the 2019 Bonds, a 2019 Reserve Fund (the “**Reserve Fund**”) is being established under the Fiscal Agent Agreement, to be held by the Fiscal Agent for the benefit of the 2019 Bonds.

Upon delivery of the 2019 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2019 Reserve Fund so that the amount therein equals the “**Reserve Requirement**,” which means the least of (i) 125% of the average Annual Debt Service with respect to the 2019 Bonds; (ii) Maximum Annual Debt Service with respect to the 2019 Bonds; and (iii) 10% of the original principal amount of the 2019 Bonds (or, if the 2019 Bonds have more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that the Reserve Requirement for the 2019 Bonds shall not increase after the date of issuance of the 2019 Bonds. Alternatively, the City may, at any time meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For additional parity Bonds (which may only be issued for refunding purposes), if any, the Fiscal Agent shall establish a separate reserve fund for such series and moneys in such fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all

of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

No Additional Bonds Except for Refunding

In the Fiscal Agent Agreement, the City covenants not to issue additional Bonds payable from the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue such additional Bonds to refund all or part of the Bonds.

DEBT SERVICE SCHEDULES

The annual debt service on the 2019 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions, is set forth below.

City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds Series 2019
Debt Service – 2019 Bonds

Year Ending <u>(Sept. 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Total

Source: Underwriter.

THE DISTRICT

Formation of the District

On February 21, 2007, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on April 4, 2007, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$7,850,000. On the same day, an election was held within the District in which the only eligible landowner voter in the District unanimously approved the proposed bonded indebtedness and the levy of the Special Tax.

Location and Description of the District and the Immediate Area

The District is located in a predominantly developed portion the North Roseville Specific Plan (“**NRSP**”) area of the City. Land in the District is located along the east line of Diamond Creek Boulevard, north of Blue Oaks Boulevard. Land uses in the immediate area are devoted primarily to residential uses and to a lesser extent supporting commercial development. With the development of the Fiddymont Ranch and Westpark master planned communities in nearby West Roseville, there are a variety of land uses, including single and multifamily residential, commercial and recreational uses. To the north of the District is office and retail development, to the south is single family residential development, a condominium project is to the east and an age-restricted residential development is to the west.

A boundary map of the District is set forth on the following page.

[Reserved for boundary map]

Development in the District

Land in the District was originally planned for single-family residential lots, including townhouse lots, and a site planned for the development of multi-story, mixed-use commercial and residential buildings with approximately 75,000 square feet of ground level retail/office space below residential condominium units. As development proceeded, the market preference and preferred land use was determined by the original developer to be single family residential, as a result the originally planned uses were not implemented. There are currently 218 parcels in the District all single family residential, subject to the Special Tax. As of the 2018-19 County tax roll, Lennar Homes of California, Inc. owned 24 parcels, however as of June 2019 all but one of those parcels were improved with a completed home sold to homeowners. The Appraiser reports that the lot with no home has a foundation in place and a home currently under construction, having previously served as a parking lot for Lennar's model complex, and is under contract for sale to a homebuyer. Completed and sold out residential subdivisions in the District include the Le Maison at Diamond Creek development by Lennar Homes and the Molly's Walk neighborhood built by Black Pine Communities.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of any landowners in the District; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

As of the 2018-19 County tax roll, Lennar Homes of California, Inc. owned 24 parcels, however as of June 2019, all but one of those parcels were improved with a completed home sold to homeowners.. The Appraiser reports that the lot with no home has a foundation in place and a home currently under construction, having previously served as a parking lot for Lennar's model complex, and is under contract for sale to a homebuyer. See "VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal" and "–Value to Special Tax Burden Ratios" for additional information.

Table 1
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Value-to-Lien Ratios - By Top Payers of Special Tax

Property Owner ⁽¹⁾	Number of Units ⁽²⁾	Appraised Value ⁽³⁾⁽⁴⁾	Assessed Value ⁽⁴⁾⁽⁵⁾	FY 2019-20 Maximum Facilities Tax	Allocable Debt CFD Bonds ^{(6)(7) *}	% Total CFD Bonded Debt ⁽⁷⁾	Overlapping Debt ⁽⁸⁾	"Total Direct & Overlapping Debt" *	Average Value to Lien Ratios *
Lennar Homes of California Inc.	24	\$7,720,000	\$848,066	\$66,488	\$779,478	14.17%	37,725	\$817,203	10.48
All Other Property Owners	194	10,640,000	63,168,501	402,653	4,720,522	85.83%	592,215	5,312,737	13.89
Total	218	\$18,360,000	\$64,016,567	\$469,141	\$5,500,000	100.00%	\$629,940	\$6,129,940	13.44

* Preliminary, subject to change.

- (1) Ownership according to the July 1, 2018 County Secured Property Roll. Each property owner responsible for 2% or less of the District's Special Tax are combined under "All Other Property Owners".
- (2) The number of residential units subject to the District's Special Tax.
- (3) Appraised Values as of May 7, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated _____ 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.
- (4) Of the District's 218 parcels, 49 are valued by the Appraiser while 169 are valued using assessed value.
- (5) Assessed Values of parcels not valued by the Appraiser. The taxable District parcels which were not valued by the Appraiser are instead valued using 2018 assessed value.
- (6) Par amount of \$5,500,000* includes amounts used to refund Prior Bonds, and for construction of authorized facilities.
- (7) This table allocates the CFD Debt based upon each parcel's share of the District's Maximum Facilities Special Tax.
- (8) Includes the overlapping debt liens of the District parcels as of June 1, 2019 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. \$1,454 in direct charges related to a PACE lien secured by Special Taxes was levied onto one District parcel in FY 2018-19, this PACE lien was not reflected in this overlapping debt report.

Sources: Appraised Value - Integra Realty Resources, Inc.; Assessed Values - 2018-19 Secured Property Roll, Placer County, as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services; PACE Special Taxes - Placer County Tax Collector; and Number of Residential Units and Maximum Facilities Special Tax - Willdan Financial Services.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Values

In connection with valuing property in the District, the City has obtained the 2018-19 County assessed valuation (the “**Assessed Valuation**”) of the property in the District. In addition, to comply with internal policies and in order to provide a more accurate valuation of 48 single family homes not yet assigned an improved value on the tax roll and one single family residential lot (which lot previously served as a parking lot for model homes and is now the subject of a home under construction and under contract for sale from Lennar to a homebuyer), the City authorized the preparation of an appraisal report, described below.

The “full cash” assessed values of all of the taxable parcels in the District has been established by the County Assessor for Fiscal Year 2018-19 in the amount of \$67,446,720. The following table summarizes the historical assessed valuation of property in the District since the formation of the District.

Table 2
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Annual Assessed Valuation Totals
Fiscal Years 2014-15 through 2018-19

Fiscal Year	Total Assessed Value	% Change
2014-15	\$25,110,163	N/A
2015-16	31,656,091	26.1%
2016-17	38,825,423	22.6
2017-18	45,651,087	17.6
2018-19	67,446,720	47.7

Source: Assessed Values - Respective Placer County Secured Property Rolls as compiled by Willdan Financial Services.

Due to the recent and ongoing nature of development of homes in the District, the County assessed valuations are not in all cases reflective of most current development status, as is the case with certain properties in the District. As provided by Article XIII A of the California Constitution, county assessors’ assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the “**Assessor**”) of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor’s estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the District, if sold at foreclosure, may be higher or lower than the Assessor’s assessed values, depending upon the date of the Assessor’s most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

Because of the general limitation to 2% per year in increases in full cash value of properties that remain in the same ownership, the County tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that, should a parcel with

delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

The Appraisal

General. To comply with internal policies and in order to provide a more accurate valuation of 48 single family homes not yet assigned an improved value on the tax roll and one single family residential lot, the City authorized and ordered the preparation of an appraisal report dated _____, 2019, with a date of value of May 7, 2019 (the “**Appraisal**”) from Integra Realty Resources, Sacramento, California (the “**Appraiser**”). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of 49 parcels within the District, consisting of 48 single family homes not yet assigned an improved value on the tax roll and one improved single-family residential lot. The Appraisal notes that the lot with no home has a foundation in place and home under construction, having previously served as a parking lot for Lennar’s model complex. The Appraisal also reports that the parcel Lennar is under contract for sale of the home that is under construction to a homebuyer.

Value Estimates. The Appraisal provides a market value of the appraised property as of the May 7, 2019 date of value of \$18,360,000. The valuation accounts for the impact of the lien of the Special Tax. The aggregate value estimate for the appraised properties is determined using the methodologies described in the Appraisal and is an estimate of aggregate, or cumulative, value of the appraised properties is not equivalent to the market value, in bulk, of the 49 appraised properties.

Limitations of Appraisal Valuation. No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2019 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “– Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Total Estimated Value of Property Subject to the Special Tax

The Appraisal provides a market value of the appraised property as of the May 7, 2019 date of value of \$18,360,000, and the Assessed Value of the 169 parcels in the District subject to the Special Tax, other than the 49 parcels appraised, is \$64,016,567, for a total estimated value of all 218 taxable parcels in the District of \$82,376,567.

Value to Special Tax Burden Ratios

Based on the foregoing aggregate value estimate for property in the District (\$82,376,567), the taxable property value in the District is 14.98* times the \$5,500,000* aggregate principal amount of the 2019 Bonds and 13.44* times the \$6,129,940* aggregate principal amount of the 2019 Bonds and overlapping land-secured debt (see “Overlapping Liens and Priority of Lien” below). This is an average, and individual parcels may vary widely from the average.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax.

* Preliminary; subject to change.

Value to Lien Ratios by Development Status. The following table sets forth assessed and appraised value, maximum facilities special tax, allocable District debt, and average value to lien ratios for property in the District.

Table 3
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – by Development Status

Development Status ⁽¹⁾	Number of Units ⁽²⁾	Appraised Value ⁽³⁾⁽⁴⁾	Assessed Value ⁽⁴⁾⁽⁵⁾	FY 2019-20 Maximum Facilities Tax	Allocable Debt CFD Bonds ^{(6) (7) *}	% Total CFD Bonded Debt ⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratios *
Completed Homes ⁽⁹⁾	217	\$18,240,000	\$64,016,567	\$466,371	\$5,467,522	99.41%	628,539	\$6,096,061	13.49
Improved Lots	1	120,000	0	2,770	32,478	0.59	1,401	33,879	3.54
Total	218	\$18,360,000	\$64,016,567	\$469,141	\$5,500,000	100.00%	\$629,940	\$6,129,940	13.44

* Preliminary, subject to change.

(1) Development Status as of the May 7, 2019 valuation date of the Appraisal.

(2) The number of residential units subject to the District's Special Tax.

(3) Appraised Values as of May 7, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated _____ 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.

(4) Of the District's 218 parcels, 49 are valued by the Appraiser while 169 are valued using assessed value.

(5) Assessed Values of parcels not valued by the Appraiser. The taxable District parcels which were not valued by the Appraiser are instead valued using 2018 assessed value.

(6) Par amount of \$5,500,000* includes amounts used to refund Prior Bonds, and for construction of authorized facilities.

(7) This table allocates the CFD Debt based upon each parcel's share of the District's Maximum Facilities Special Tax.

(8) Includes the overlapping debt liens of the District parcels as of June 1, 2019 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. \$1,454 in direct charges related to a PACE lien secured by Special Taxes was levied onto one District parcel in FY 2018-19, this PACE lien was not reflected in this overlapping debt report.

(9) A parcel not valued by the Appraiser, which is showing a complete assessed value for both land and improvements is considered a Completed Home. 169 parcels were considered Completed Homes using assessed values while 48 parcels were determined to be Completed Homes by the Appraiser.

Sources: Values and Development Status of appraised parcels - Integra Realty Resources, Inc.; Assessed Values and Development Status of all other parcels - 2018-19 Secured Property Roll, Placer County, as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services; PACE Special Taxes - Placer County Tax Collector; and Number of Residential Units and Maximum Special Tax - Willdan Financial Services.

Value to Lien Ratio Categories. The table sets forth the estimated value, tax levy and allocable District debt by value to lien ratio range categories.

Table 4
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratio Categories

Value-to-Lien Ratio Categories *	Number of Units ⁽¹⁾	Appraised Value ⁽²⁾⁽³⁾	Assessed Value ⁽³⁾⁽⁴⁾	Total Direct & Overlapping Debt ^{(5)(6) *}	% Total CFD Bonded Debt ⁽⁶⁾	Average Value to Lien Ratio *
15:1 to 19.99:1	99	\$2,280,000	\$36,488,326	\$2,425,483	38.22%	15.98
10:1 to 14.99:1	110	15,960,000	25,362,025	3,420,232	57.05	12.08
5:1 to 9.99:1	8	n/a	2,166,216	250,346	4.14	8.65
3:1 to 4.99:1	1	120,000	n/a	33,879	0.59	3.54
Total	218	\$18,360,000	\$64,016,567	\$6,129,940	100.00%	13.44

* Preliminary, subject to change.

(1) The number of residential units subject to the District's Special Tax.

(2) Appraised Values as of May 7, 2019. A portion of the District parcels were not valued by the appraiser; according to the Appraisal Report dated _____ 2019, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the Appraisal. Those parcels not appraised are instead valued using the 2018 assessed value.

(3) Of the District's 218 parcels, 49 are valued by the Appraiser while 169 are valued using assessed value.

(4) Assessed Values of parcels not valued by the Appraiser. The taxable District parcels which were not valued by the Appraiser are instead valued using 2018 assessed value.

(5) Includes the \$5,500,000* Estimated Par Amount of the Bonds, together with \$629,940 in the overlapping debt of the District parcels as of June 1, 2019 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(6) This table allocates the CFD Debt based upon each parcel's share of the District's Maximum Facilities Special Tax. \$1,454 in direct charges related to a PACE lien secured by assessments was levied on one parcel in FY 2018-19, this PACE lien was not reflected in the overlapping debt.

Sources: Appraised Value - Integra Realty Resources, Inc.; Assessed Values - 2018-19 Secured Property Roll, Placer County, as compiled by Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Number of Residential Units - Willdan Financial Services.

Special Tax Collections and Delinquencies

Special Tax Collections and Delinquencies. The following table summarizes the delinquency status of property in the District for the past five fiscal years. The County does not include the District within its Teeter Plan, and accordingly the City will only receive the amount of the actual collections in the District. See “– No Teeter Plan” below for additional details.

Table 5
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Special Tax Levy and Delinquencies

Fiscal Year	Annual Special Tax ⁽¹⁾	Number of Parcels Levied	Number of Parcels Delinquent ⁽²⁾	Amount Delinquent ⁽²⁾⁽³⁾	Percent Levy Delinquent
2013-14	\$448,464	78	0	0	0.00%
2014-15	457,855	138	0	0	0.00
2015-16	454,053	138	0	0	0.00
2016-17	474,016	138	0	0	0.00
2017-18	455,846	218	0	0	0.00
2018-19	421,401	218	7	\$7,404	1.76

(1) Annual Special Taxes include charges related to District services.

(2) Delinquent parcels and amounts as of the date shown below.

(3) Delinquent amounts do not include penalties, interest or fees.

Source: Placer County, as of May 22, 2019, as compiled by Willdan Financial Services.

No Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, known as the “**Teeter Plan**,” is found in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county collects property taxes and certain other public agencies and taxing areas located in the county receive annually the full amount of their shares of property taxes and other levies collected on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on unpaid delinquent taxes, it retains the penalties associated with delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk. *The County does not include the District within its Teeter Plan; accordingly, the City will only receive the amount of the actual collections in the District.*

Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the 2019 Reserve Fund, and perhaps, ultimately, a default in the payment on the 2019 Bonds. See “SPECIAL RISK FACTORS.”

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other

community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

The property in the District is also subject to an annual bonded special tax of the City's North Roseville Community Facilities District No. 1 (Public Facilities) in fiscal year 2018-19 amounts ranging from \$331 to \$441 per single-family residential unit. The property is also subject to (i) an annual non-bonded special tax of the City's Community Facilities District No. 2 (Public Services) in fiscal year amounts ranging from \$75 to \$99 per single family residential unit at (ii) the City's Community Facilities District No. 3 (Municipal Services) in the annual amount of \$440 per single family residential (market) unit and \$220 per single family residential (affordable) unit for fiscal year 2018-19, and (iii) the Placer County Mosquito Abatement District in the annual amount of \$29 per single family residence. These City districts are not authorized to sell bonds, and the maximum annual special taxes and assessments may escalate by no more than 4% annually.

All the property in the District is subject to the following general obligation bonds (i) Roseville City Elementary School District General Obligation Bond, (ii) Roseville Joint High School District General Obligation Bond, and (iii) Roseville Joint High School District General Obligation Bonds, all as shown in the Overlapping Debt Report, below.

There can be no assurance that the City or another local agency will not form other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however no other special districts are currently contemplated by the City.

Private liens may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Set forth below is a statement of direct and overlapping public bonded debt (the "Overlapping Debt Report") prepared by California Municipal Statistics, Inc. as of June 1, 2019. The Overlapping Debt Report includes only such information as has been reported to California Municipal Statistics, Inc. by the issuers of the debt described therein and by others. The Overlapping Debt Report is included for general informational purposes only. Neither the City nor the District makes any representation as to its completeness or accuracy.

Table 6
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
As of June 1, 2019

2018-19 Local Secured Assessed Valuation: \$67,446,720

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District	0.227%	\$ 310,355
Roseville City School District	0.392	56,373
City of Roseville North Community Facilities District No. 1	3.894	263,213
City of Roseville Diamond Creek Community Facilities District	100.000	<u>5,375,000</u> ⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$6,004,941
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.089%	\$ 22,666
Placer County Office of Education Certificates of Participation	0.089	809
Sierra Joint Community College District Certificates of Participation	0.067	2,509
Roseville City School District Certificates of Participation	0.392	22,451
City of Roseville Certificates of Participation	0.300	67,527
Placer County Mosquito and Vector Control General Fund Obligations	0.089	<u>5,304</u>
TOTAL OVERLAPPING GENERAL FUND DEBT		\$121,266
 COMBINED TOTAL DEBT		 \$6,126,207 ⁽²⁾

Ratios to 2018-19 Local Secured Assessed Valuation:

Direct Debt (\$5,375,000)	7.97%
Total Direct and Overlapping Tax and Assessment Debt	8.90%
Combined Total Debt	9.08%

(1) Excludes 2019 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Estimated Tax Burden on Single-Family Home

The Special Tax Administrator has projected that the overall tax burden for the homes in the District for Fiscal Year 2019-20 will range from approximately 1.78% to 2.02%, as shown in the following table.

Table 7
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Estimated Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2019-20

		Diamond Creek Subdivision		
		DC 31-A	DC 31-B	DC 31-C
Net Taxable Value				
Average Values ⁽¹⁾		\$380,000	\$372,458	\$380,000
Less: Homeowner's Exemption		(\$7,000)	(\$7,000)	(\$7,000)
Net Taxable Value		\$373,000	\$365,458	\$373,000
Ad Valorem Property Tax Description ⁽²⁾	Rate ⁽²⁾			
Base Property Tax	1.000000%	\$3,730	\$3,655	\$3,730
Rsvl High B&I 2016 Series A	0.005802%	22	21	22
Rsvl City Elem B&I 2002 Series A Non Refunding	0.004318%	16	16	16
Rsvl High B&I 2004 Series C Non Refunding	0.012407%	46	45	46
Rsvl High B&I 2004 A B & C Ref 2013	0.000926%	3	3	3
Rsvl City Elem B&I 2002 Series A&B Ref 2011	0.020975%	78	77	78
Rsvl High B&I 1992	0.009403%	35	34	35
Total Ad Valorem Property Taxes	1.053831%	\$3,931	\$3,851	\$3,931
Parcel Charges, Special Taxes and Assessments ⁽³⁾				
Placer Mosquito & Vector ⁽⁴⁾		\$29	\$29	\$29
City of Roseville Diamond Creek CFD 1 (Public Facilities) ⁽⁵⁾		1,830	1,883	2,793
City of Roseville North Roseville CFD 1 (Public Facilities) ⁽⁵⁾		441	331	389
City of Roseville North Roseville CFD 2 (Public Services) ⁽⁶⁾		103	78	91
City of Roseville CFD 3, Municipal Services ⁽⁷⁾		458	458	458
Total Parcel Charges, Assessments, and Special Taxes		\$2,861	\$2,778	\$3,761
Total Projected Taxes and Direct Charges		\$6,792	\$6,629	\$7,692
Total Effective Tax Rate		1.79%	1.78%	2.02%

(1) Represents the Appraisal Report's May 7, 2019 values assigned to each of the 48 completed homes within subdivisions DC-31A and DC-31C and the average assessed value of all homes within subdivision DC-31B.

(2) Applicable Ad Valorem Tax Rates for FY 2018-19.

(3) Assumes no PACE related Special Taxes

(4) FY 2018-19 Charge.

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2019-20.

(6) Equal to the applicable Maximum Public Services Special Tax for FY 2019-20.

(7) Projected applicable Maximum Municipal Services Special Tax for FY 2019-20.

Sources: FY 2018-19 Ad Valorem Tax Rates of Tax Rate Area 005001 and Placer Mosquito & Vector charges - Placer County Tax Collector; Assessed Values - 2018-19 Secured Property Roll, Placer County, as compiled by Willdan Financial Services; Projected FY 2019-20 Maximum Special Tax Rates - Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2019 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2019 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2019 Bonds. The 2019 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2019 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of certain taxable property within the District. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels.

Differing facts and circumstances may lead to differing opinions of value, and a different present opinion of value might be rendered by a different appraiser. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present. The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2019 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The following is a discussion of specific risk factors that could affect the value of property in the District.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a

substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2019 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum special tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2019 Bonds.

In addition to the maximum special tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2019 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2019 Bonds, and certainly not a direct relationship.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2019 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY AND

SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “ – FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2019 Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2019 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2019 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2019 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2019 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the “pre-petition taxes”), but unpaid taxes imposed after the filing of the bankruptcy petition (“post-petition taxes”) were declared to be unsecured “administrative expenses” of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term "*ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. One parcel in the District has a lien for solar improvements financed through the Property Assessed Clean Energy ("PACE") program and other homeowners may elect to also participate in the program at any time.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2019 Bonds. The principal of and interest on the 2019 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2019 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2019 Reserve Fund may be used to pay principal of and interest on the 2019 Bonds. If funds in the 2019 Reserve Fund for the 2019 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be

paid to the 2019 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2019 Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2019 Bonds do not contain a provision allowing for the acceleration of the 2019 Bonds in the event of a payment default or other default under the terms of the 2019 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2019 Bond holder is given the right for the equal benefit and protection of all 2019 Bond holders similarly situated to pursue certain remedies. So long as the 2019 Bonds are in book-entry form, DTC will be the sole 2019 Bond holder and will be entitled to exercise all rights and remedies of 2019 Bond holders.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2019 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIIC and XIIC of the State Constitution. The amendments to Article XIIC limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general

governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2019 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or

subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2019 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2018-19 fiscal year (due April 1, 2020) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in "APPENDIX E – FORM OF CONTINUING DISCLOSURE UNDERTAKING."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(1) The Annual Reports for Fiscal Year 2014-15 for certain of the City's then-outstanding obligations were not timely filed, including up to 510 days late.

(2) In the last five years, the City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations, including up to 1,983 days late. However, the City has submitted all undisclosed significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

UNDERWRITING

The 2019 Bonds were purchased through negotiation by Piper Jaffray & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2019 Bonds at a price of \$_____ (which is equal to the par amount of the 2019 Bonds, plus/less [net] original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2019 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2019 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2019 Bonds.

LEGAL OPINION

The validity of the 2019 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2019 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2019 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2019 Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2019 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2019 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2019 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2019 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2019

Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2019 Bonds who purchase the 2019 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2019 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2019 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2019 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2019 Bond (said term being the shorter of the 2019 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2019 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2019 Bond is amortized each year over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2019 Bond premium is not deductible for federal income tax purposes. Owners of premium 2019 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2019 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2019 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2019 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2019 Bonds, or as to the consequences of owning or receiving interest on the 2019 Bonds, as of any future date. Prospective purchasers of the 2019 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2019 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2019 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2019 Bonds, the ownership, sale or disposition of the 2019 Bonds, or the amount, accrual or receipt of interest on the 2019 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2019 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2019 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2019 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2019 Bonds, or in any way contesting or affecting the validity or enforceability of the 2019 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2019 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the "City"), which is located in southwestern Placer County (the "County"), California (the "State"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2019 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the Authority secured solely by the Special Tax Revenues and other amounts pledged under the Indenture, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2019 was approximately 139,643.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2015 through 2019, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2015	129,299	370,387	38,912,464
2016	132,167	375,618	39,179,627
2017	134,650	383,173	39,500,973
2018	136,260	389,480	39,740,508
2019	139,643	396,691	39,927,315

Source: California State Department of Finance.

Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2015 through 2019

Year	Area	Total Effective Buying Income (000’s Omitted)	Median Household Effective Buying Income
2015	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2016	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Roseville	\$4,470,762	\$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	\$4,981,208	\$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.5 percent in April 2019, down from a revised 4.2 percent in March 2019, and below the year-ago estimate of 3.6 percent. This compares with an unadjusted unemployment rate of 3.9 percent for California and 3.3 percent for the nation during the same period. The unemployment rate was 3.5 percent in El Dorado County, 3.0 percent in Placer County, 3.5 percent in Sacramento County, and 4.0 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2014 through 2018. Annual figures are not yet available for 2019.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2014</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2018</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,044,700	1,053,800	1,069,300	1,076,500	1,095,800
Employment	970,300	992,100	1,012,900	1,027,600	1,055,100
Unemployment	74,400	61,700	56,400	48,900	40,600
Unemployment Rate	7.1%	5.9%	5.3%	4.5%	3.7%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,200	9,400	9,700	9,800	9,100
Mining and Logging	400	400	400	400	500
Construction	45,600	50,300	55,000	58,700	63,600
Manufacturing	35,400	36,400	36,200	35,700	36,100
Wholesale Trade	24,100	24,400	25,500	26,500	28,500
Retail Trade	95,300	98,000	100,500	101,400	102,300
Transportation, Warehousing and Utilities	23,600	24,600	26,000	26,700	29,100
Information	13,900	14,100	13,800	12,500	12,300
Finance and Insurance	35,600	37,100	37,300	37,200	37,100
Real Estate and Rental and Leasing	13,400	13,800	14,500	15,200	16,800
Professional and Business Services	118,300	120,300	128,100	130,600	135,700
Educational and Health Services	134,300	140,100	145,600	152,800	159,500
Leisure and Hospitality	91,800	95,400	99,800	103,300	106,300
Other Services	30,300	30,900	31,700	33,000	34,200
Federal Government	13,600	13,700	14,000	14,200	14,100
State Government	113,400	115,300	116,600	118,400	120,500
Local Government	100,800	102,900	104,000	102,600	102,900
Total, All Industries ⁽³⁾	898,800	927,100	958,700	978,800	1,008,700

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) May 2019

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows Ski Resort	Alpine Meadows	Resorts
Backyard Bar & BBQ	Truckee	Restaurants
Costco Wholesale	Roseville	Wholesale Clubs
Golfand Sunsplash	Roseville	Water Parks
Hewlett-Packard	Roseville	Computers-Electronic-Manufacturers
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Q I P-Roseville	Roseville	Real Estate Management
Resort At Squaw Creek	Alpine Meadows	Hotels & Motels
Ritz-Carlton Club Lake Tahoe	Truckee	Hotels & Motels
Ritz-Carlton Lake Tahoe	Truckee	Hotels & Motels
Sheriff's Training	Auburn	Government Offices-County
Sierra Community College Dist	Rocklin	Junior-Community College-Tech Institutes
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Medical Ctr	Roseville	Hospitals
Tami Saner & Assoc	Roseville	Real Estate
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2019 2nd Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2018.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2018

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	3,148
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Roseville Joint Union High School	1,626
Roseville City School District	1,133
PRIDE Industries	1,062
Adventist Health	940
Wal-Mart	625
Union Pacific Railroad Company	569
Consolidated Communications	475
Total – Top Ten	<u>13,676</u>
Total City-Wide Employment	83,221

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2017-18.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2013 through 2017. Annual figures are not yet available for 2018.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

<u>Permit Valuation</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
New Single-family	\$118,547.9	\$154,499.7	\$262,769.4	\$242,272.7	\$322,386.5
New Multi-family	6,632.0	15,360.4	0.0	5,900.3	51,882.2
Res. Alterations/Additions	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>	<u>7,518.4</u>	<u>7,283.3</u>
Total Residential	\$128,574.9	\$174,827.9	\$271,809.3	\$255,691.4	\$381,552.0
New Commercial	\$26,058.9	\$19,546.6	\$36,704.0	\$27,783.7	\$81,544.8
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	2,627.4	10,935.1	9,340.5	18,126.2	8,356.1
Com. Alterations/Additions	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>	<u>32,621.0</u>	<u>51,836.3</u>
Total Nonresidential	\$74,175.3	\$92,620.6	\$88,799.2	\$78,530.9	\$141,737.2
<u>New Dwelling Units</u>					
Single-Family	528	644	927	862	1,201
Multiple Family	<u>224</u>	<u>0</u>	<u>0</u>	<u>58</u>	<u>486</u>
Total New Dwelling Units	752	644	927	920	1,687

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2016-17 assessment roll totaled \$66.8 billion as compared to the prior year's assessment roll of \$63.4 billion, which reflected a 5.38% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2013 through 2017. Annual figures are not yet available for 2018.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2013	2014	2015	2016	2017
<u>Permit Valuation</u>					
New Single-family	\$378,286.0	\$523,638.2	\$683,806.3	\$776,410.8	\$771,800.5
New Multi-family	7,078.5	48,645.5	21,702.2	42,395.7	92,565.5
Res. Alterations/Additions	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>	<u>79,543.6</u>	<u>89,429.2</u>
Total Residential	\$435,722.7	\$631,712.2	\$788,086.0	\$898,350.1	\$953,795.2
 New Commercial	 \$70,876.0	 \$38,343.5	 \$72,506.2	 \$84,953.2	 \$138,544.8
New Industrial	1,092.0	199.8	1,339.6	535.1	0.0
New Other	25,673.5	44,159.8	72,602.9	90,958.7	57,356.4
Com. Alterations/Additions	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>	<u>64,524.2</u>	<u>94,058.6</u>
Total Nonresidential	\$170,678.5	\$184,680.8	\$226,906.2	\$240,971.2	\$289,959.8
 <u>New Dwelling Units</u>					
Single-Family	1,249	1,620	1,994	2,102	2,500
Multiple Family	<u>227</u>	<u>376</u>	<u>240</u>	<u>322</u>	<u>782</u>
Total New Dwelling Units	1,996	2,234	2,424	2,342	3,282

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during first quarter of calendar year 2018 in the City were reported to be \$1,096,031,536, a 1.15% increase from the total taxable sales of \$1,083,615,965 reported during the first quarter of calendar year 2017. Annual figures for 2018 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2013 through 2017 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788
2015 ⁽¹⁾	3,828	3,684,238	5,334	4,446,457
2016	3,761	3,749,782	5,293	4,425,939
2017	3,715	3,915,184	5,257	4,642,069

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.

The total taxable sales during the first quarter of calendar year 2018 in the County were reported to be \$2,227,558,002, an 3.10% decrease over the total taxable sales of \$2,160,547,498 reported during the first quarter of calendar year 2017. Annual figures for 2018 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2013 through 2017 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	11,749	8,100,167
2015 ⁽¹⁾	8,678	6,594,126	13,124	8,675,315
2016	8,671	6,814,515	13,227	8,920,892
2017	8,713	7,194,952	13,365	9,428,862

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville Diamond Creek Community Facilities District
 No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$_____ City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of August 1, 2019 (the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of August 1, 2019, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of August 1, 2019 (the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2020, with the report for the 2018-19 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in 2019 Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2019 Reserve Fund, if any.

(iii) Balance in other funds and accounts held by the City or Fiscal Agent related to the Bonds.

(iv) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(v) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(vi) Most recently available total assessed value of all parcels subject to the Special Tax.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9)

above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may

take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Diamond Creek
Community Facilities District No. 1 (Public
Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Diamond Creek Community
Facilities District No. 1 (Public Facilities) Special Tax Refunding
Bonds Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of _____1, 2019 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville Diamond Creek Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

cc: City of Roseville

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2019 Bonds, payment of principal, interest and other payments on the 2019 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2019

Relating to:

**\$ _____
City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds
Series 2019**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 1, 2019, by and between the City of Roseville, California, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 07-155 of the City Council adopted on April 4, 2007; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$7,850,000 (the "Authorization") and caused bonds to be issued for the District in 2007, in the original principal amount of \$7,075,000, designated City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2007 (the "Prior Bonds"); and

WHEREAS, under the provisions of the Act, on _____, 2019, the City Council of the City adopted its Resolution No. _____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019 to refund, in full, the Prior Bonds and to fund authorized facilities; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Additional Bonds" means any series of bonds other than the 2019 Bonds issued pursuant to Section 5.17 hereof.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each Series of Outstanding Bonds, the sum of (i) the interest due on the respective Series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective Series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorized Officer” means the City Manager, Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2019.

“Bonds” means the 2019 Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

“Chief Financial Officer” means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Treasurer, the Finance Director or other officer of the City serving a similar role.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” means _____, 2019, the date upon which there is a physical delivery of the 2019 Bonds in exchange for the amount representing the purchase price of the 2019 Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Agreement, dated as of the Closing Date, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Cost of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds,

financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation

certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Fund” means the fund by that name established pursuant to Section 3.04 hereof.

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2020.

“Maximum Annual Debt Service” means, for each Series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective Series of Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means the first purchaser of the Bonds from the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments

permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement; or

(xv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the "Rate and Method of Apportionment of Special Tax" applicable to the District.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Prior Bonds" has the meaning set forth in the Recitals.

"Project" means the acquisitions and improvements described in the Resolution of Intention.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

"Record Date" means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"2019 Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of Bonds, an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds, (b) 125% of the average Annual Debt Service on the respective Outstanding Bonds, or (c) 10% of the

original principal amount of the respective Bonds (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City; provided, that (i) the Reserve Requirement shall not increase after the date of issuance of the applicable Series of Bonds, and (ii) the District may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the 2019 Reserve Fund in accordance with Section 4.03(A).

"Resolution" has the meaning set forth in the Recitals.

"Resolution of Intention" means Resolution No. 07-99, adopted by the City Council of the City on February 21, 2007.

"Resolution of Formation" means Resolution No. 07-155, adopted by the City Council of the City on April 4, 2007, establishing the District for the purpose of providing for the financing of certain public facilities in and for such District.

"Securities Depositories" means The Depository Trust Company, New York, New York; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Series" means a series of Bonds issued under this Fiscal Agent Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently 1%).

"Special Taxes" means the aggregate annual "Facilities Special Tax" (as defined in the Rate and Method of Apportionment of Special Taxes for the District) levied within the District pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"2019 Bonds" means the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2019.

ARTICLE II

THE 2019 BONDS

Section 2.01. Principal Amount; Designation. The 2019 Bonds in the aggregate principal amount of _____ Dollars (\$_____) are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2019 Bonds shall be designated the "City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019."

Section 2.02. Terms of the 2019 Bonds.

(A) Form; Denominations. The 2019 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2019 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2019 Bonds. The 2019 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2019 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2019 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2019 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2019 Bonds shall be issued as serial bonds only and shall mature and become payable as follows:

Maturity (September 1)	Principal Amount	Interest Rate	CUSIP (_____)
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(E) Interest. The 2019 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date

preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2019 Bond, interest is in default thereon, such 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2019 Bonds and any premium on the 2019 Bonds are payable in lawful money of the United States of America upon surrender of the 2019 Bonds at the Principal Office of the Fiscal Agent. All 2019 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2019 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2019 Bonds maturing on or before September 1, 20__ are not subject to optional redemption. The 2019 Bonds maturing on or after September 1, 20__ are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on and after September 1, 20__ at the following dates and respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2019 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and Interest Payment Dates thereafter	100

(iii) **Mandatory Sinking Fund Redemption.** The Term Bonds maturing September 1, 20__ and 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds of 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

(maturity)

Term Bonds of 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

(maturity)

The amounts in the foregoing tables shall be reduced pro rata at the direction of the City in an Officer's Certificate, in order to maintain substantially level debt service, as a result of any prior partial redemption of the Bonds pursuant to Section 2.03(A)(i) or (ii) above.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) **Notice to Fiscal Agent.** The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2019 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) **Redemption Procedure by Fiscal Agent; Rescission.** The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories

and to one or more Information Services, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the 2019 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2019 Bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and 2019 Bond number of each 2019 Bond to be redeemed or shall state that all 2019 Bonds between two stated 2019 Bond numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, shall state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2019 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2019 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2019 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the Fiscal Agent shall select the 2019 Bonds to be redeemed, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2019 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2019 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2019 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2019 Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The 2019 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The transferor shall also provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Fiscal Agent may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The transferor shall also provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Fiscal Agent may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which

may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has

determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

In connection with any proposed transfer outside the Book-Entry Only system, the City or DTC shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Fiscal Agent may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2019 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2019 Bonds. The proceeds of the purchase of the 2019 Bonds by the Original Purchaser in the amount of \$_____ (representing the aggregate principal amount of the 2019 Bonds (\$_____), less an Underwriter's discount of \$_____ and plus a [net] original issue premium of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Transfer to The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the Prior Bonds, pursuant to Irrevocable Refunding Instructions related to the Prior Bonds, \$_____;
- [[[(ii) Deposit to the Improvement Fund, \$_____;]]
- (iii) Deposit in the 2019 Reserve Fund, \$_____, equaling the Reserve Requirement for the 2019 Bonds; and
- (iv) Deposit in the Costs of Issuance Fund \$_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Chief Financial Officer, the Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than ten (10) Business Days after such receipt or transfer, the Chief Financial Officer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any

amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the 2019 Reserve Fund, an amount, taking into account amounts then on deposit in the 2019 Reserve Fund, so that the amount equals the Reserve Requirement. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Expenses or the costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish any reserve fund to the amount of the applicable Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Improvement Fund to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

- (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and
- (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and any accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund in the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.]]

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2019 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 3 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Chief Financial Officer for deposit by the Chief Financial Officer in the Special Tax Fund. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND 2019 RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

In addition, the 2019 Bonds shall be secured by a pledge and lien on the 2019 Reserve Fund. Each Series of Additional Bonds, if any, shall be secured by a separate reserve fund as set forth in a Supplemental Agreement.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Bond Fund, to the credit of which deposits shall be made as required by clause (i) of Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i).

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any Series of Bonds, the Fiscal Agent shall withdraw

from the 2019 Reserve Fund established for such Series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amounts so withdrawn from the 2019 Reserve Fund. Amounts so withdrawn from the 2019 Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Chief Financial Officer such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the 2019 Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. 2019 Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds 2019 Reserve Fund, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each respective Series of Additional Bonds, if any, the Fiscal Agent shall establish a separate reserve fund for each such Series. Moneys in each reserve fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective Series of Bonds as a reserve for the payment of principal of, and interest on, the respective Series of Bonds and shall be subject to a lien in favor of the Owners of such Series.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the 2019 Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of

such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the 2019 Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective Series of Bonds on such Interest Payment Date. Whenever transfer is made from any reserve fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the 2019 Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess from the 2019 Reserve Fund to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve fund in accordance with Section 4.02; provided, however, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the 2019 Reserve Fund may be withdrawn from the 2019 Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the 2019 Reserve Fund exceeds the amount required to redeem or pay the Outstanding 2019 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the 2019 Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding 2019 Bonds. In the event that the amount so transferred from the 2019 Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the 2019 Reserve Fund, the balance in the 2019 Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the 2019 Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective Series of Bonds and

withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the 2019 Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the 2019 Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the 2019 Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

[[Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.]]

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the 2019 Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of the 2019 Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe, if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from any reserve account within the 2019 Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the 2019 Reserve Fund to pay principal and interest on the Bonds which draw causes the amounts in the 2019 Reserve Fund to be reduced to an amount less than the Reserve Requirement for the applicable Series of Bonds.

(C) Amendment. The reporting requirements of this Section shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Chief Financial Officer shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and

payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Chief Financial Officer. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Chief Financial Officer or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than five percent (5%) of the total amount of the Special Tax levied in such Fiscal Year, it will within thirty (30) days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) that property owned by any single property owner in the District (i) is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District) or (ii) delinquent for 3 years or more, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Chief Financial Officer shall notify the City Attorney of any such delinquency of which it is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. No Additional Bonds. The City covenants not to issue additional bonds, notes or other obligations payable from the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue such additional bonds, notes or other obligations to refund all or part of the Bonds.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested and notify the Chief Financial Officer that it is doing so until further direction is received from the Chief Financial Officer. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Chief Financial Officer shall be invested by the Chief Financial Officer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent or Chief Financial Officer may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Chief Financial Officer shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the 2019 Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Chief Financial Officer hereunder, provided that the Fiscal Agent or the Chief Financial Officer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Chief Financial Officer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Chief Financial Officer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, with 30 days' prior notice, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with

respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions,

and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental

Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums, if any) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Chief Financial Officer
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
100 Pine Street, Suite 3200
San Francisco, CA 94111
Attention: Corporate Trust Administration

Fax: (415) 399-1647

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 19-____, adopted by the Council of the City of Roseville on the ____ day of _____, 2019, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Diamond Creek Community Facilities District
No. 1 (Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as *Fiscal Agent*

By: _____
Vice President

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS SERIES 2019

INTEREST RATE:

MATURITY DATE:

BOND DATE:

CUSIP:

_____, 2019

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2020 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California, as fiscal agent (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2019 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of refunding special tax bonds previously issued by the City for and on behalf

of the City and to fund authorized facilities, and is one of the bonds designated "City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2019" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____, 1, 2019, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the special taxes ("Special Taxes") levied under the Mello-Roos Act in the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future).

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds maturing on or before September 1, 20__ are not subject to optional redemption. The Bonds maturing on or after September 1, 20__ are subject to optional redemption from any source of available funds other than Prepayments of the Special Tax prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following dates and respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed

as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and Interest Payment Dates thereafter	100

The Bonds maturing September 1, 20__ and 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds of 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

(maturity)

Term Bonds of 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

(maturity)

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for

selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the
CITY OF ROSEVILLE DIAMOND CREEK
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2019

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Fiscal Agent**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

**City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds
Series 2019**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM IMPROVEMENT FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Chief Financial Officer of the City of Roseville (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of _____ 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent");

(iii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A; and

(iv) no portion of the amount herein requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement.

Dated: _____

CITY OF ROSEVILLE

By: Chief Financial Officer

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount
------------------------	-----------------------	--------

\$ _____
CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2019

BOND PURCHASE AGREEMENT

_____, 2019

City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., as underwriter (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the City of Roseville (the “**City**”) for its Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “**Community Facilities District**”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of _____ 1, 2019 (the “**Fiscal Agent Agreement**”), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$_____ aggregate principal amount of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2019 (the “**Bonds**”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be \$_____ (being 100% of the aggregate principal amount thereof, plus net original issue premium of \$_____, less an Underwriter’s discount of \$_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices

(or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Community Facilities District Act**” or the “**Act**”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “**Resolution**”), adopted by its City Council (the “**City Council**”) on behalf of the Community Facilities District, on _____, 2019.

The proceeds of the Bonds shall be used to: (i) refund, in full, the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2007 (the “**Prior Bonds**”), (ii) make a deposit to an improvement fund to pay for additional authorized improvements for the Community Facilities District, (iii) provide for a deposit to a debt service reserve account for the Bonds, and (iv) pay costs of issuance of the Bonds.

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “**MSRB**”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the “**Municipal Advisor**”), as its municipal advisor (as defined in Securities and

Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2019, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “**Preliminary Official Statement**.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the “**Official Statement**”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called “**Bond Counsel**”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the “**City Continuing Disclosure Certificate**”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company’s (“**DTC**”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2019 (the “**Closing Date**”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (B) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “**State**”), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “**Community Facilities District Formation Resolution**” and, together with the Resolution, the “**Community Facilities District Resolutions**”) and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the “**Ordinance**”), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien (the “**Notice of Special Tax Lien**”) (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the “**City Documents**.”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of

any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the

Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection

with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Local Agency Goals and Policies for Community Facilities Districts," pursuant to Section 53312.7 of the Act.

V. The total interest cost to maturity on the Bonds plus the principal amount of such Bonds is less than the total remaining interest cost to maturity on the Prior Bonds plus the outstanding principal amount of such Prior Bonds.

W. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and

all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred, (1) any material outbreak or escalation of hostilities or the declaration by the United States of America of a national emergency or

war, (2) any other calamity or crisis in the financial markets of the United States of America or elsewhere, (3) the sovereign debt rating of the United States of America is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States of America or any city, county or other political subdivision located in the United States of America having a population of over 500,000;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – THE BOOK ENTRY SYSTEM), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "LEGAL

OPINION,” “TAX MATTERS” and in Appendices D and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel’s final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors’ rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. Defeasance Opinion. An opinion of Bond Counsel, addressed to the Underwriter, dated the date of Closing, as to the effective defeasance of the Prior Bonds in form and substance acceptable to the Underwriter;

8. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

9. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

10. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

11. Fiscal Agent’s Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

12. Fiscal Agent’s Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

13. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel (“**Disclosure Counsel**”), in form and substance acceptable to the Underwriter;

14. Opinion of Underwriter’s Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

15. Special Tax Administrator Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

16. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

17. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

18. Specimen Bonds. Copies of the Specimen Bonds;

19. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix H hereto;

20. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

21. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

22. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

23. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

24. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix G hereto of Integra Realty Resources, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

25. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that

maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling

group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City’s obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any “blue sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other

communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term “successor” shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER JAFFRAY & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS, SERIES 2019]**

APPENDIX A

\$ _____
CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2019

MATURITY SCHEDULE

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering- Price Rule</u>
2020							
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
20__ ^(T)							
20__ ^(T)							
20__ ^(T)							

^(T) Term Bond.

^(C) Priced to optional call at [par] on September 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

[Closing Date]

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Diamond Creek Community Facilities District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2019

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the “City”) and counsel for the Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), in connection with the purchase and sale of the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2019 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the “Purchase Agreement”), by and between Piper Jaffray & Co. (the “Underwriter”) and the City, the Fiscal Agent Agreement, dated as of _____ 1, 2019 (the “Fiscal Agent Agreement”), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”), the City Continuing Disclosure Certificate, dated [Closing Date], by and between the Fiscal Agent and the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated _____, 2019, relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated _____, 2019, relating to the Bonds (the “Official Statement”), Resolution No. 19-____ adopted by the City Council of the City on _____, 2019 (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a

breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS SERIES 2019

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated [BPA Date], by and between the City and Piper Jaffray & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, true and

correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of _____ 1, 2019 (the "Fiscal Agent Agreement"), between the City and the Bank, as Fiscal Agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Jaffray & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of

America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

[Closing Date]

City of Roseville
Diamond Creek Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

**Re: City of Roseville Diamond Creek Community Facilities District No. 1
(Public Facilities) Special Tax Refunding Bonds, Series 2019**

Ladies and Gentlemen:

We have acted as counsel for The Bank of New York Mellon Trust Company, N.A., a national banking association (the "Bank") in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of _____ 1, 2019 (the "Fiscal Agent Agreement"), between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS SERIES 2019

CERTIFICATE OF SPECIAL TAX ADMINISTRATOR

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the “Special Tax Administrator”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Administrator is familiar with the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated _____, 2019, for the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) Special Tax Refunding Bonds, Series 2019 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of _____ 1, 2019 (the “Fiscal Agent Agreement”), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

3. That the Special Taxes (net of a 1% administration charge of the County of Placer (the “County Charge”)), if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax (net of the County Charge), if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of \$_____ for Fiscal Year 2019-20 (subject to inflation at 2.00% for each subsequent Fiscal Year beginning with Fiscal Year 2020-21), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Administrator for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax,” “VALUE OF PROPERTY WITHIN THE DISTRICT,” “APPENDIX A,” including the tables sourced to the Special Tax Administrator, and the other data provided by the Special Tax Administrator and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a

material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G

**CITY OF ROSEVILLE
DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2019**

CERTIFICATE OF APPRAISER

Integra Realty Resources (the “Appraiser”), Sacramento, California prepared an appraisal of the properties within the City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) dated _____, 2019 (the “Appraisal”). The Appraisal is described and summarized in the Preliminary Official Statement dated [POS Date] (the “Preliminary Official Statement”) and the Official Statement dated [OS Date] (the “Official Statement”), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: [Closing Date]

INTEGRA REALTY RESOURCES

By:_____

APPENDIX H

CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS SERIES 2019

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Jaffray & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER JAFFRAY & CO.

By: _____

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)



COUNCIL COMMUNICATION

CC #: 0156

File #: 0704-01 & 0201-01

Title: Harry Crabb Park Phase 2 Project - Award of Contract and Budget Adjustment

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

Meeting Date: 7/10/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to authorize the City Manager to execute the agreement with Sierra Valley Construction, Inc. in the amount of \$5,522,508.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount. Additionally, adopt an ordinance to approve a budget adjustment for an interfund loan to the Citywide Park Fund of \$2,875,000.00 from the Auto Replacement Fund, a transfer of \$1,200,000.00 to the Citywide Park Fund from the savings recognized in FY2018-19 and FY2019-20 from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community facilities districts, and an augmentation to the project budget of \$4,075,000.00.

BACKGROUND

Harry Crabb Park is an 18.8 acre park site located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The Phase 1 project developed 7 acres of the park site. The Phase 2 project will develop the remainder of the parcel. Amenities for Phase 2 include a recirculating spray ground (water play area), restroom, covered picnic area, expansion and paving of the parking lot, baseball fields, multi-use turf area, landscaping and irrigation, and includes additive alternates consisting of a full basketball court, two each - tennis and pickle ball courts, and a shade sail for the water play area. City Council approved the plans and specifications and authorized the call for bids at the April 3, 2019 meeting. Staff received one bid that was opened on May 28, 2019. The bid results are as follows:

<u>Bidder</u>	<u>Base bid</u>	<u>Total Lump Sum Bid</u>
Sierra Valley Construction, Inc.	\$4,894,029.00	\$5,522,508.00
Architects' Estimate	\$5,881,693.00	\$6,745,501.00

Staff recommends award of the project to Sierra Valley Construction, Inc. in the amount of \$5,522,508.00 for the base bid, all additive alternatives, and winter suspension allowance.

The budget adjustment for an interfund loan of \$2,875,000.00 increases the project budget and includes the principal amount due from the Citywide Park Fund (Fund 3303) to the Automotive Replacement Fund (Fund 6890) related to the loan (Loan A42.) Repayment of the loan will be funded by the savings from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community facilities districts. In addition to the loan, staff recommends approval of a transfer of \$1,200,000.00 from the Roseville Finance Authority's 2017A bond refunding savings recognized in FY2018-19 and FY2019-20.

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. Due to the complexity of amenities included and the very rocky nature of the project site for this project, staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

Funding of \$2,200,000.00 for park construction was provided through the Citywide Park Fund and was allocated in the FY2014-15 budget. At the time of bid, it was anticipated that a budget adjustment request for additional funding would be required once bids were received. The budget adjustment proposes an interfund loan of \$2,875,000.000 (Loan A42) from the Automotive Replacement Fund (Fund 6890). The budget adjustment also transfers \$1,200,000.00 to the project from savings recognized in FY2018-19 and FY2019-20 from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community facilities districts. The total project budget of \$6,275,000.00, including the recommended budget adjustment, includes construction, permits, inspections, contingency and construction administration. Over the course of the next six years, repayment to the Automotive Replacement Fund will be funded by the annual savings from the Roseville Finance Authority's 2017A bond refunding.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project will create 60 new jobs.

ENVIRONMENTAL REVIEW

The approved Stoneridge Specific Plan included development of specific plan Park parcel 29 which has since been named Harry Crabb Park. Development of this park site was previously evaluated in the Stoneridge Specific Plan EIR (March 2, 1998) (SCH # 97032058). The Stoneridge Specific Plan EIR provides project level analysis for the specific plan's community infrastructure and facilities, including parks. Construction of Harry Crabb Park Phase 2 Project per the revised master plan is found to be within the scope of the project covered by the original Stoneridge Specific Plan EIR. Because the proposed park master plan uses are substantially consistent with uses anticipated for this site in the Stoneridge Specific Plan and Final EIR, and because all applicable mitigation measures from the original EIR will be implemented, no new effects are expected to occur. As such, no further CEQA action is required.

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

Resolution No. 19-307

Agreement

Ordinance No. 6119

Budget Adjustment

Interfund loan amortization schedule

BID BOND REQUIRED: YES

BID OPENING FOR:
Harry Crabb Park Phase 2

[illegible]

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Staff

Carl B. O.

Bl. 101

Visitors (Name & Company)

Steven Blanchard

SUC

Visitors (Name & Company)
Imperial Print & Supply

RESOLUTION NO. 19-307

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

WHEREAS, an agreement for the Harry Crabb Park Phase 2 Project, by and between the City of Roseville and the Sierra Valley Construction, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Assistant 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____ Sierra Valley Construction, Inc. _____, a _____ California Corporation _____, ("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 3rd day of April, 20 19, approved plans and specifications for the _____ Harry Crabb Park Phase 2 Project _____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 28th day of May, 20 19; 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 Harry Crabb Park
Phase 2 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 Five million five hundred twenty-two thousand five hundred eight ----- dollars (\$ 5,522,508.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

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

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 120 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

Dion Louthan
Assistant City Manager
316 Vernon St., Ste. 400
Roseville, CA 95678

CONTRACTOR

Sierra Valley Construction
Shawn Lanza
2723 Penny Lane
Lincoln, CA 95648

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

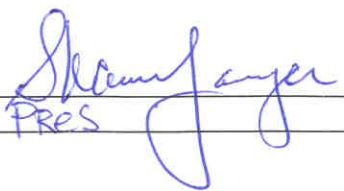
BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) 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

Sierra Valley Construction, Inc, a
California Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: PRES
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Dion Louthan

Title: Assistant City Manager

ORDINANCE NO. 6119

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Harry Crabb Park project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$4,075,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee/Park Planning & Dev Superintendent FISCAL YEAR: FY2019-20
 PREPARER NAME & TITLE: Kathy Cullen/Administrative Analyst II COUNCIL DATE (if applicable): July 10, 2019
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Planning ORDINANCE: _____

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6890	10001		2,875,000	Transfer Out - Loans: Auto Replacement (4005) to Citywide Park Fund (3303)
2901	6810	10001		1,200,000	Transfer Out - Capital: Roseville Finance Authority (RFA) 2017A (2901) to Citywide Park (4005)
3303	6587	84001	400007	4,075,000	Capital Outlay - CIP Projects: Construction of Harry Crabb Park from the Citywide Park Fund (3303)
TOTAL				8,150,000	

Revenues/Transfers In

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303	4890	10001		2,875,000	Transfer In - Loans: Citywide Park Fund (3303) from Auto Replacement Fund (4005)
3303	4810	10001		1,200,000	Transfer In - Capital: Citywide Parks (3303) from RFA 2017A (2901)
TOTAL				4,075,000	

NET ADJUSTMENT	4,075,000
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Available Resources

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005				(2,875,000)	Reduce available resources in Auto Replacement Fund (4005)
2901				(1,200,000)	Reduce available resources in RFA (2901)
TOTAL				(4,075,000)	

Justification for Budget Adjustment:

This budget adjustment is recommended to appropriate the funds necessary to complete the construction of Harry Crabb Park. The total increase to the project is \$4,075,000. The funding for this project will come from two sources: 1) an Interfund loan (A42) from the Auto Replacement Fund (4005) for \$2,875,000 that will be repaid with future savings from the Roseville Finance Authority (RFA) 2017A bond refunding; and 2) FY2018-19 and FY2019-20 bond savings from RFA due to the refunding of RFA 2017A in the amount of \$1,200,000.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
	6/20/19		6/20/19
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
	6/20/19		
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		



INTERFUND LOAN REQUEST

Loan Amount:	\$ 2,875,000.00
Fund Receiving Loan:	Citywide Park Fund
Fund Providing Loan:	Automotive Replacement Fund
Requested Duration (yrs):	7
Requested first payment:	6-30-2021
City Council Date:	07/10/2019
Purpose of Loan:	To fund the completion of the construction of Harry Crabb Park
Repayment Source:	Roseville Finance Authority 2017A savings

FINANCE USE ONLY:

Loan Number:	A42
Function Number:	26042
Interest:	PY Avg City Pooled Rate
Changes to terms:	

Requesting Department Approval:

<u>6/20/19</u> Date	<u>[Signature]</u> Requestor Signature	<u>6/20/19</u> Date	<u>[Signature]</u> Department Head Approval
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Print Name

Print Name

Finance Department Approval:

<u>6/20/19</u> Date	<u>[Signature]</u> Controller	<u>6/20/19</u> Date	<u>[Signature]</u> Chief Financial Officer
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Jacquelyn Fickinger
Print Name

Dennis Kauffman
Print Name

A42 - Oracle Function 26042

Loan from Auto Replacement Fund (Oracle Fund 4005) to Citywide Park Fund (Oracle Fund 3303)

Loan Purpose - The purpose of this loan is to provide funding for the Harry Crabb Park project. The Citywide Park Fund will repay the loan from moneys it receives from the Roseville Finance Authority (RFA) 2017A savings.

Loan Amount: \$2,875,000

Council Approval Date: on 7/10/19 Council Agenda

Interest Rate: The interest rate is based upon the City's prior year average annual pooled interest rate (for example, the City's FY19 average annual pooled interest rate will be used to calculate the FY20 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Term: 6 years

First Payment: FY21

Repayment Source: Annually the RFA Fund (Fund 2901) will receive savings from the 2017A refunding bond series that will be transferred into the Citywide Park Fund (Fund 3303) to repay the loan. The 2017A refunding bond series savings were designated to fund park and landscape maintenance and improvements within the districts.

	FY20*	FY21*	FY22*	FY23*	FY24*	FY25*
Interest Rate	2.03%	2.03%	2.03%	2.03%	2.03%	2.03%

*estimated based upon prior year's interest rate

**Payment
amount from
RFA 2017A
savings**

	Date	Interest	Principal Reduction	Loan Balance	Long Term	Current Portion	Annual Payment Due	Fiscal Year
	7/31/2019**			2,875,000				
474,098	06/30/21	111,861	362,237	2,512,763	2,149,421	363,342	474,098	FY21
414,351	06/30/22	51,009	363,342	2,149,421	1,620,490	528,931	414,351	FY22
572,564	06/30/23	43,633	528,931	1,620,490	1,076,767	543,723	572,564	FY23
576,619	06/30/24	32,896	543,723	1,076,767	461,016	615,751	576,619	FY24
637,609	06/30/25	21,858	615,751	461,016	-	461,016	637,609	FY25
470,375	06/30/26	9,359	461,016	0	-	-	470,375	FY26
<u>3,145,616</u>		<u>270,616</u>	<u>2,875,000</u>					

**estimated disbursement date



COUNCIL COMMUNICATION

CC #: 0149

File #: 0103 & 0103-08-03 & 0103-44-03 & 0103-34-03 & 0103-09-03

Title: Boards and Commissions Bi-Annual Vacancies
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 7/10/2019

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council appoint Naaz Alikhan, Stephanie Dement, and Jeff Richardson to the Economic Development Advisory Committee; and

Appoint one (1) individual to the Design Committee from applications received from Taylor Elze, Kimberly Lahodny, Neil Pople, and Jared Poulson; and

Appoint one (1) individual to the Grants Advisory Commission from applications received from Kimberly Lahodny and Michelle Gibson; and

Appoint three (3) individuals to the Public Utilities Commission from the applications received from Blandon Granger, Neil Pople, John Raniseski, Debra Sedwick, and Elaine Webb.

BACKGROUND

Appointments to the Economic Development Advisory Committee, Design Committee, Grants Advisory Commission, and Public Utilities Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in May and June 2019, video interviews were conducted by the City Clerk's Department, and the City Attorney's Office reviewed the Statement of Economic Interests (Form 700) for potential conflicts of interest. The applications, video interviews, and attorney review were compiled and provided to the City Council for consideration.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The appointment of members does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager