



## **AGENDA**

June 17, 2020

**VIRTUAL MEETING OF  
ROSEVILLE CITY COUNCIL  
ROSEVILLE FINANCE AUTHORITY  
NATURAL GAS FINANCING AUTHORITY**

6:00 p.m.

Council Chambers  
311 Vernon Street  
Roseville, California  
[www.roseville.ca.us](http://www.roseville.ca.us)

Councilmembers may teleconference pursuant to Executive Order N-29-20. Members of the public may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353  
Email: [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us)

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

### **THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION**

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

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

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

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

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

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

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

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

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

5.1. City Response to COVID-19 Pandemic

CONTACT: Dominick Casey 9160774-5362 [dcasey@roseville.ca.us](mailto:dcasey@roseville.ca.us)

6. **PUBLIC COMMENTS**
7. **CONSENT CALENDAR**

|                                      |
|--------------------------------------|
| <b>BEGINNING OF CONSENT CALENDAR</b> |
|--------------------------------------|

**Bids / Purchases / Services**

7.1. Maidu Covered Soccer Arena Improvement Project - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-226 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NOLEN CONSTRUCTION COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6241 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested budget adjustment in the amount of \$140,000 will redirect appropriations from the Veteran's Park South Play Structure Replacement project within the FY2018-19 Parks, Recreation & Library Capital Projects Fund to Maidu Soccer Arena Improvements. This facility is located on the 152-acre regional park site east of Rocky Ridge Drive and south of Douglas



Boulevard. Staff recommends award of the project to Nolen Construction to include the base bid and all additive alternatives for a total contract award amount of \$272,625.24. This will result in a total project budget of \$313,520, which includes the cost of design, construction, permits, inspections, construction administration, and 10% contingency. Maintenance of the existing citywide park is provided by the General Fund and will remain unchanged.

CC #: 0819

File #: 0900-07 & 0201-01

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

7.2. Maidu Soccer Complex Turf Renovation Project – Contract Purchase Agreement and Budget Adjustment

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-227 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000338); and adopt ORDINANCE NO. 6242 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and authorize approval of change orders in an amount not to exceed 10% of the contracted amount. Staff recommends a contract award in the amount of \$344,760 to Sierra Services for renovation of the turfgrass playing fields at the Maidu Soccer Complex. The facility is located on the 152-acre regional park site east of Rocky Ridge Drive and south of Douglas Boulevard. This is the second phase of the project and includes the removal of existing fescue-type turfgrass, soil preparation and grading, and planting new hybrid-bermuda turfgrass. Funding for the turfgrass renovation is from a transfer of FY2018-19 General Fund resources to the Parks, Recreation & Library Capital Projects fund for the Maidu soccer fields as well as contributions from local youth sports partners. Maintenance of the existing Citywide park is budgeted in the General Fund and will remain unchanged.

CC #: 0820

File #: 0900-07 & 0201-01

CONTACT: Joel De Jong 916-774-5524 jdejong@roseville.ca.us

7.3. Park Facilities Security Services - Contract Purchase Agreement Renewal

Memo from Parks, Recreation & Libraries Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-228 APPROVING A CONTRACT PURCHASE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND LYONS SECURITY SERVICE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000335). Staff recommends Council authorize a renewal of a contract purchase agreement with Lyons Security Service, Inc., for the purpose of locking facility restrooms and gates and performing basic inspection services

throughout the City's park system. This is the last renewal of the five-year contract. The total cost of this service for FY2020-21 is a not-to-exceed amount of \$56,679.92. Funding is included in the proposed FY2020-21 budget in the Parks, Recreation & Libraries Department General Fund budget and Community Facilities District budgets.

CC #: 0821

File #: 0203-10

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

7.4. Playground Surface Repair - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-229 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERTSON INDUSTRIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000311). Staff recommends Council approve a contract purchase agreement with Robertson Industries, Inc., to provide playground surface maintenance and repair, utilizing OMNIA Partners contract #162204. The cost of the contract is not to exceed \$38,845.65. Funding is approved in the Parks, Recreation & Libraries Department FY2019-20 General Fund budget.

CC #: 0823

File #: 0203-10

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

7.5. Time and Attendance System - Contract Purchase Agreement

Memo from ERP Manager Nafees Coleman and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-246 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000521). Staff recommends approval of a contract purchase agreement with Workforce Software, LLC to implement a new time and attendance system. The total not-to-exceed cost for this contract is \$1,084,456. This amount includes \$499,456 for implementation consulting services and \$585,000 for five years of software license fees. The implementation cost and initial year license cost is included in the Enterprise Resource Planning System project budget, and the license fees for subsequent years will be included in future year proposed budgets in the Information Technology Operations Internal Service fund. No additional funding is being requested.

CC #: 0836

File #: 0200

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

7.6. Rugged Computing Devices - Purchase Order

Memo from Business Systems Analyst Aaron Andres and Chief Information

Officer Hong Sae recommending the City Council approve the purchase of 32 Panasonic fully rugged laptops (including 4 spares), two additional years of hardware support (total of 5 years), wireless modems, and mounting equipment to replace aged mobile computing devices in use in the City's Fire Department vehicles. The one-time purchase will utilize the CDWG's National IPA Technology Solutions purchasing contract #2018011-01, which is valid through February 28, 2023. The cost of the project is not to exceed \$196,787, which will be funded through the FY2019-20 Information Technology Replacement fund budget. There is no ongoing cost for these devices.

CC #: 0829

File #: 0203-06

CONTACT: Aaron Andres 916-774-5139 [amandres@roseville.ca.us](mailto:amandres@roseville.ca.us)

7.7. Home Energy Report Services - Public Sector Agreement for Oracle Cloud Services and Ordering Document

Memo from Energy Services Account Representative Susan Hernandez and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-224 APPROVING A PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES AND ORDERING DOCUMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ORACLE AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a five (5) year Public Sector Agreement for Oracle Cloud Services and a one (1) year Ordering Document with Oracle America, Inc., for Roseville Electric Utility's Home Energy Reports, a residential energy efficiency program. Staff also recommends Council authorize the City Manager, or his designee, authority to renew the Ordering Document through four (4) additional one (1) year agreements. The total cost of the one-year agreement is not to exceed \$321,000. Funding for this agreement is provided from public benefit funds and included in the electric utility's proposed FY2020-21 budget, pending Council approval. Future annual funding requirements are \$321,000 for each of the potential annual extensions, contingent on Council's approval of the associated budgets each year.

CC #: 0817

File #: 0800-03

CONTACT: Susan Hernandez 916-774-5623 [shernandez2@roseville.ca.us](mailto:shernandez2@roseville.ca.us)

7.8. Power Plant Maintenance Support Services - Contract Purchase Agreement

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-230 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000336). This item requests approval of a contract purchase agreement with Performance Mechanical, Inc. to provide maintenance support services for the City's power plants. The total cost of the service is not to exceed \$2,750,000 based on an average annual cost of \$550,000 over five years. Funding is

included in the Electric Operations Fund budget for FY2019-20 and funding for future years is subject to Council approval.  
CC #: 0824

File #: 0203-07

CONTACT: Matthew Garner 916-746-1691 mgarner@roseville.ca.us

#### 7.9. Electrical Services - Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-222 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000320). Staff requests approval of a contract purchase agreement with Vasko Electric Inc. to provide electrical services in accordance with Request for Proposals (RFP) 08-063 in the amount of \$150,000, with funding from the Environmental Utilities Department's FY2019-20 operations budget for Water/Wastewater and Collections. The RFP allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 0811

File #: 0800-03

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

#### 7.10. Vehicle Wash Systems - Contract Purchase Agreement

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-231 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AIR AND LUBE SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000337). Staff recommends approval of a contract purchase agreement for the rehabilitation of the Corporation Yard Vehicle Wash Systems to Air & Lube Systems, Inc. in the amount of \$653,078.08. Combined funding, in the amount of \$660,000, is available in the FY2010-20 Facility Rehabilitation and Environmental Utilities approved budgets. Staff is also requesting that the remaining \$6,921 of the approved budget be used as project contingency funds. This project will replace the existing failing wash system with a new, higher efficiency, better cleaning, and less maintenance intensive system.

CC #: 0825

File #: 0203-02

CONTACT: Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

### **Resolutions**

#### 7.11. Housing Element Local Early Action Planning Grant Application

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-225 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS. Staff is requesting Council authorization to submit a Local Early Action Planning Grants Program Application to the California Department of Housing and Community Development, for the purpose of securing \$500,000 of grant funding for development and implementation of the City's Housing Element update project. Approval of the grant application does not negatively impact the City's General Fund.

CC #: 0818

File #: 0214

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

7.12. Landscape Architectural Services, Parks Civil Engineering Services, and Architectural Services Civil Engineering Services - On-Call Professional Design Services Agreements

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-237 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-238 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FUHRMAN LEAMY LAND GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-239 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND QUADRIGA LANDSCAPE ARCHITECTURE & PLANNING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-240 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SCHMIDT DESIGN GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-241 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VERDE DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION 20-242 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WARREN CONSULTING ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-243 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES

AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WMB ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests Council approval to authorize the City Manager to execute the two extensions for each agreement based on approved budgets for the following fiscal year. The estimated cost from date of award through June 30, 2021 is estimated at a not-to-exceed amount of \$200,000 for the landscape architecture firms and \$150,000 each for the architecture and civil engineering firms each year. The agreements are multi-year contracts that are valid through June 30, 2023. The intent of these professional design services agreements are to utilize these services to meet project demands. This will allow for more responsiveness to resident, contractor and developer needs along with greater quality control during this time. The on-call services do not guarantee an annual amount of work and is in place on an "as-needed" basis. Work performed under these agreements will utilize developer fees, capital rehabilitation funds and/or capital improvement project budgets.

CC #: 0834

File #: 0704

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

#### 7.13. Water Forum Successor Effort – FY2020-21 Cost Share Agreement and Future Cost Share Agreements

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Rich Plecker recommending the City Council adopt RESOLUTION NO. 20-236 APPROVING AN INTERAGENCY AGREEMENT FOR COST-SHARING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the FY2020-21 interagency cost-sharing agreement for the City's continued support of the Water Forum Successor Effort. The \$86,836 cost share for the City is in the proposed FY2020-21 Water Administration budget in the Water Operations Fund, which is funded by water utility rate revenue. Additionally, staff requests approval authorizing the City Manager to approve future Water Forum cost-sharing agreements based on specified conditions and upon recommendation by the City Attorney.

CC #: 0833

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

#### 7.14. Sierra Vista - Federico, Village 3 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-234 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista - Federico, Village 3 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 46 residential lots and 4 Public Landscape Lots. The

actions requested have no fiscal impact to the City's General Fund.  
CC #: 0831

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

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

7.15.Sierra Vista - Federico, Village 22B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-233 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista - Federico, Village 22B final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 60 residential lots and 5 Public Landscape Lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0830

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

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

7.16.Creekview Specific Plan Phase 2 Backbone Infrastructure - Reimbursement Agreement

Memo from Principal Engineer Matt Todd and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-221 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a reimbursement agreement between the City and Anthem United Creekview Developments Limited Partnership in the amount of \$415,683 for Blue Oaks Boulevard and Westbrook Boulevard public improvements beyond the developer's obligations. The funding source is the Creekview Set Aside Traffic Mitigation fund, resulting in no impact to the General Fund.

CC #: 0810

File #: 0400-04-13 & 1008

CONTACT: Matthew Todd 916-775-5562 mtodd@roseville.ca.us

7.17.Community Development Block Grant Program Administration Services - Professional Services Agreement Amendment

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-220 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THURMOND CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. Staff recommends that Council approve a first amendment to professional services agreement with Thurmond Consulting, LLC for the purpose of Community Development Block Grant (CDBG) program administration services funded by the CDBG. The cost is \$56,500 and will be funded by CDBG funds. No General Fund resources will be used.

CC #: 0809

File #: 0113-02

CONTACT: Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)

#### 7.18. Roseville Finance Authority - FY2020-21 Budget

Memo from Accounting Supervisor Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 1-20 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-21. Staff is requesting approval of the Roseville Finance Authority budget for FY2020-21. Debt service payments of \$2,377,715 reflect scheduled payments on the Certificates of Participation (COPs) for the Corporation Yard and 316 Vernon Street. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective fund. For CFD bond issues, the Authority acts as a conduit to collect payments through the County tax levy for the repayment of outstanding debt of these special districts. Transfers out of the capital improvement fund of \$474,098 represents money transferred to the Citywide Parks Fund for the repayment of a loan from the Automotive Replacement Fund which funded the construction of Harry Crabb Park. There is no fiscal impact to report.

CC #: 0827

File #: 0103-29-02 & 0201

CONTACT: Nick Rosas 916-774-5314 [nrosas@roseville.ca.us](mailto:nrosas@roseville.ca.us)

#### 7.19. Roseville Electric Generation Division Emissions Modeling and Compliance Support - Professional Services Agreement

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-232 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATMOSPHERIC DYNAMICS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Atmospheric Dynamics, Inc. to perform emissions modeling and compliance assistance for the Roseville Energy Park gas turbines Permit to Operate modification. The total cost of the service is not to exceed \$183,500. Funding is included in the Electric Operations Fund proposed FY2020-21 budget.

CC #: 0826

File #: 0800-03

CONTACT: Matt Garner 916-746-1691 [mgarner@roseville.ca.us](mailto:mgarner@roseville.ca.us)



7.20. Central Valley Project Power Facilities - Operation and Maintenance Agreement Amendment

Memo from Electric Resource Analyst Brian Schinstock and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-223 APPROVING AMENDMENT 5 TO CONTRACT 96-SNR-00110 FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an amendment to an existing agreement for the funding of the Operation and Maintenance (O&M) for the Central Valley Project Power Facilities between the City and Western Area Power Administration. This amendment clarifies how to fill vacancies on the O&M Governance Board. This amendment has no fiscal impact.

CC #: 0812

File #: 0800-03

CONTACT: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

7.21. Advanced Metering Infrastructure Project - Professional Services Agreement Amendment

Memo from AMI Project Manager Caitlin Ornelas and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-219 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an amendment to the professional services agreement with UtiliWorks Consulting, LLC. for Advanced Metering Infrastructure support, development and implementation services. The total cost of the amendment is \$641,825. The contract costs will be shared by the two existing Electric and Environmental Utilities AMI capital improvement projects, and funding is available in the FY2019-20 budgets, as part of the project contingency.

CC #: 0806

File #: 0800-03

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

7.22. Roseville Natural Gas Financing Authority - Fiscal Year 2020-21 Budget

Memo from Accounting Supervisor Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ROSEVILLE NATURAL GAS FINANCING AUTHORITY RESOLUTION NO. 2-20 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-21. This item requests approval of the Roseville Natural Gas Financing Authority budget for FY2020-21.

CC #: 0828

File #: 0103-17 & 0201

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

#### 7.23.Placer-Sacramento Gateway Plan

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-257 ACCEPTING THE PLACER-SACRAMENTO GATEWAY PLAN, APPROVING THE AMENDED ROSEVILLE SHORT RANGE TRANSIT PLAN TO ADD THE SOUTH PLACER TRANSIT PROJECT, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SOLUTIONS FOR CONGESTED CORRIDORS (SCCP) CYCLE 2 GRANT APPLICATION TO THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) IN PARTNERSHIP WITH THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA), THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG), AND CALTRANS, AND TO EXECUTE THE RELATED FORMS AND AGREEMENTS NECESSARY FOR IMPLEMENTATION OF THE GRANT SHOULD THE GRANT FUNDS BE AWARDED ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council to accept the Placer-Sacramento Gateway Plan; amend the Roseville Short Range Transit Plan to add the South Placer Transit project; and authorize the City Manager to submit a Solutions for Congested Corridors Cycle 2 grant application to the California Transportation Commission in partnership with the Placer County Transportation Planning Agency, the Sacramento Area Council of Governments, and Caltrans. This action is not expected to have a fiscal impact on the City, except that it may provide funding for the Dry Creek Greenway Phase 1 Project and the South Placer Transit Project. General Fund resources would not be used for either of these projects.

CC #: 0800

File #: 0721 & 0721-01

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

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

#### 7.24.FY2019-20 Transportation Fund - Budget Adjustment

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6240 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to modify existing Transportation Capital Improvement Project budgets to match anticipated expenditures and associated revenues. This budget adjustment does not increase the spending authority or scope of any of the affected capital projects, and there is no impact to the General Fund.

CC #: 0815

File #: 0201 & 0201-01

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

7.25.FY2019-20 Year-End Budget Adjustments

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6239 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The current balance in the General Fund Stabilization Reserve fund is \$15.9 million. After accounting for the \$2 million transfer to the General Fund included in the proposed FY2020-21 budget, this additional transfer of up to \$4 million could potentially bring the balance in the reserve fund down to approximately \$10 million. The other recommended adjustments to the FY2019-20 budget included in this report are administrative in nature, align with previous Council direction, and are offset by additional revenues or available fund balances.

CC #: 0814

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

7.26.Oak Ridge Drive Bridge Replacement Project - Professional Design Services Agreement Amendment, Budget Adjustment and Award of Contract

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION 20-244 APPROVING A SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS & COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE in the amount of \$71,452 for construction engineering and geotechnical support services; and adopt ORDINANCE NO. 6244 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 20-245 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MCM CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The existing bridge on Oak Ridge Drive over Linda Creek (just north of Rampart Drive) is functionally obsolete and hydraulically inadequate. This project will remove the existing bridge and construct a longer, wider two-lane bridge with shoulders and sidewalks on both sides of the road. In addition, the project will raise the roadway and bridge profile to correct a relatively steep grade and relocate impacted utilities. The recommended budget adjustment moves existing expenditure and federal revenue budgets from the Traffic Mitigation fund, where it was inadvertently budgeted, to the Roadway fund. Additionally, this adjustment increases the expenditure and revenue budgets for construction. The total project budget, including design and construction, is \$6,576,823. Staff recommends award of the contract to MCM Construction, Inc. in the amount of \$4,999,999 and requests authorization to approve change

orders in an amount not to exceed 10% of the contracted amount. The project is funded by Federal Highway Bridge Program funds entirely, with the exception of \$50,000 of Roadway funds budgeted for potential non-participating project costs. No General Fund resources will be used for the project.

CC #: 0835

File #: 0900-04-02 & 0201-01

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.27. Eureka Road at Miners Ravine Bridge Expansion Joint Repair Project - Budget Adjustment

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6238 THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The scope of the project includes the repair of a damaged expansion joint on Eureka Road at the bridge over Secret Ravine. Staff recommends Council authorize a budget adjustment of \$60,000 from the Traffic Safety fund to be used for the repairs. These funds were originally budgeted in the Streets Maintenance operating budget for materials that were not purchased in the current fiscal year due to COVID-19 safety restrictions and precautions for paving crews. No General Fund resources will be used for the project.

CC #: 0813

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

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.28. 2018 Water & Recycled Water Model Updates Project – Professional Services Agreement Amendment and Budget Adjustment

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-218 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6236 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested amendment increases on-call support services, and adds engineering services to assist the City in developing a Unidirectional Flushing program for its Potable Water and Recycled Water Distribution Systems for an added cost of \$95,740. A budget adjustment is requested to transfer \$105,000 from the Water Operations Fund to the Water Rehabilitation Fund to cover the additional project cost for the 2018 Water and Recycled Water Model Update project.

CC #: 0805

File #: 0800-02 & 0201-01

CONTACT: Jonathan Cummings 916-660-3034 jcummings@roseville.ca.us

**Ordinances (for second reading and adoption)**

**7.29. Second Reading of Ordinance - Short-Term Rental Program - Roseville Municipal Code Amendment**

ORDINANCE NO. 6245 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.25.020, 4.25.040, 4.25.080, AND 4.25.100 OF CHAPTER 4.25 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHORT-TERM RENTALS, for second reading and adoption.

CC #: 0837

File #: 0200

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

**Ceremonial Documents**

**7.30. Resolution - Tito Zamora**

Commend Tito Zamora for his 18 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 0822

File #: 0102-10

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

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
|--------------------------------|

**8. RESOLUTIONS**

**8.1. General Municipal Election - November 3, 2020**

Memo from City Clerk Sonia Orozco and Assistant City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 20-247 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING AN ELECTION BE HELD IN ITS JURISDICTION ON TUESDAY, NOVEMBER 3, 2020, REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, SUBMITTING VARIOUS MEASURES TO THE VOTERS, ALLOWING FOR ARGUMENTS AND REBUTTALS ON SAID MEASURES, ELECTING COUNCILMEMBERS IN DISTRICTS 1, 3, 5, AND REQUESTING ELECTION SERVICES BY THE PLACER COUNTY CLERK/REGISTRAR OF VOTERS; and adopt RESOLUTION NO. 20-248 TO RESOLUTION NO. 256 SUBMITTING MEASURES TO THE QUALIFIED VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020.

CC #: 0838

File #: 0502-01

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us  
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

## **9. ORDINANCES**

### **9.1. United States Postal Service Relocation - Lease Agreement and Budget Adjustment**

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-235 APPROVING A LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES POSTAL SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6243 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval to enter into a lease agreement with the United States Postal Service to occupy approximately 3,800 square feet of ground floor retail space in the City-owned building located at 116 South Grant Street. The ten-year lease agreement will result in \$1,220,636 in collected rent for the Roseville Electric Utility over the term of the lease. Staff also requests a budget adjustment to appropriate \$275,000 in the Strategic Improvement Fund to a Post Office Tenant Improvements Capital Improvement Project, to cover the City's costs related to completing building modifications and to provide a tenant improvement allowance.

CC #: 0832

File #: 1006-01 & 0201-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

### **9.2. Urgency Ordinance to Suspend the Hydroelectric Rate Adjustment**

Memo from Electric Utility Financial Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt ORDINANCE NO. 6246 ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TEMPORARILY SUSPENDING IMPLEMENTATION OF SECTION 14.24.052 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE HYDROELECTRIC ADJUSTMENT AND DECLARING THIS ORDINANCE TO BE EFFECTIVE JUNE 3, 2020 AS AN URGENCY ORDINANCE. In recognition of the COVID-19 emergency, it is necessary to adopt an urgency ordinance suspending implementation of the hydroelectric adjustment in Roseville Municipal Code section 14.24.052 from July 1, 2020 to September 30, 2020 due to the severe economic hardships experienced by customers and necessary for the continuance of operations of the City. The temporary suspension of the hydroelectric adjustment will reduce electric utility revenue by approximately \$900,000 in FY2020-21.

CC #: 0839

File #: 0800-03 & 0215-07

CONTACT: Eric Campbell 916-774-5626 ecampbell@roseville.ca.us

### 9.3. City of Roseville FY2020-21 Budget and Citywide Position Allocation Schedule

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6237 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, AND ESTABLISHING THE SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE and approve out-of-state travel requests, new vehicle requests and the Citywide position allocation schedule, as incorporated into the FY2020-21 budget document, effective July 1, 2020. The proposed budget totals \$555 million from all funding sources. The budget for the General Fund is \$166 million, which includes operating (\$159 million) and non-operating expenditures (\$7 million). General Fund operating and non-operating revenues and transfers total \$166 million. The net result is a balanced General Fund budget with revenue equal to expenses including a \$2 million transfer from General Fund Stabilization Reserve Fund.

CC #: 0808

File #: 0201

CONTACT: Scott Pettingell 916-746-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)

## 10. **SPECIAL REQUESTS/REPORTS/PRESENTATION**

### 10.1. FY2020-21 Grants Advisory Commission Funding Recommendations

Economic Development Director Laura Matteoli with a presentation on the Grants Advisory Commission funding recommendations. There is no General Fund impact.

CC #: 0816

File #: 0103-34-02

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

## 11. **APPOINTMENTS**

### 11.1. Board and Commissions Bi-Annual Vacancies

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint two (2) individuals to the Economic Development Advisory Committee with terms expiring June 30, 2020 from the applications received from: Eric Avery, Joshua Emerson, Kayla Scott, George Titus, and Angela Tsukiji; appoint two (2) individuals to the Grants Advisory Commission with terms expiring June 30, 2020 from the applications received from: Joshua Emerson, Dawn Heywood, Nicholas O'Neill, Renee Perez, and Robert Reich; appoint two (2) individuals to the Planning Commission with terms expiring June 30, 2020 from the applications received from: Jonathan Martin, Tracy Mendonsa, Murial Moore, and John Prior; appoint one (1) individual to the Public Utilities Commission with a term expiring June 30, 2020 from the

applications received from: John DeLacy and Einar Maisch.

CC #: 0807

File #: 0103 & 0103-07-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

CONTACT: Katrina Six 916-774-5267 [kmsix@roseville.ca.us](mailto:kmsix@roseville.ca.us)

**12. COUNCIL REPORTS / PUBLIC COMMENTS**

**13. ADJOURNMENT**





## COUNCIL COMMUNICATION

**CC #: 0819**

**File #: 0900-07 & 0201-01**

**Title:** Maidu Covered Soccer Arena Improvement Project - Award of Contract and Budget Adjustment  
**Contact:** Heather Buck 916-774-5254 hcbuck@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.1.**

### RECOMMENDATION TO COUNCIL

Recommend Council authorize a budget adjustment of \$140,000 to redirect appropriations from the Veteran's Park South play structure replacement project within the Parks, Recreation and Library Capital Projects Fund to the Maidu Soccer Arena Improvements Project (500073), award the project to the apparent low bidder, Nolen Construction Company, Inc. (Nolen), authorize the City Manager to execute the agreement with Nolen in the amount of \$272,625.24, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

### BACKGROUND

The Maidu Covered Soccer Arena is located on the 152-acre regional park site east of Rocky Ridge Drive and south of Douglas Boulevard. The project includes minor alterations to the existing covered soccer arena to improve access, cleanliness, and spectator comfort. It will include replacement of the existing netting and fencing with new netting and fencing, and will add shade for bleachers, additional concrete walks for access within the facility, and an electrically operated gate for improved management of facility rentals.

City Council approved the plans and specifications and authorized the call for bids at the February 19, 2020, meeting. Staff received two bids and the bids were opened on April 20, 2020. The bid results and architect's estimate are as follows:

|                      |                    |
|----------------------|--------------------|
| Bidder               | Total Lump Sum Bid |
| Nolen                | \$272,625.24       |
| RBH                  | \$617,040.00       |
| Architects' Estimate | \$284,821.00       |

Staff recommends award of the project to Nolen in the amount of \$272,625.24 for the base bid and all additive alternatives.

The request to redirect funds will enable the project to be fully completed and ensures that this

high revenue-generating facility continues to attract use and remain safe for both the users and the spectators. While upgrades are needed, the play structure at Veteran's Park South remains safe and a new request through next year's budget process will be submitted for funds to address the needs of this project.

#### 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 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 for the park improvements is provided through the Parks, Recreation & Library Capital Projects Fund and was carried forward from the unspent portion of the FY2018-19 budget. Staff requests Council authorize a budget adjustment in the amount of \$140,000 to redirect appropriations from the Veteran's Park South play structure replacement project to the Maidu Soccer Arena Improvements Project (500073). Staff recommends award of the base bid and all additive alternatives for a total contract award amount of \$272,625.24. This will result in a total project budget of \$313,520, which includes the cost of design, construction, permits, inspections, construction administration, and contingency. Maintenance of the existing citywide park is provided by the General Fund and will remain unchanged.

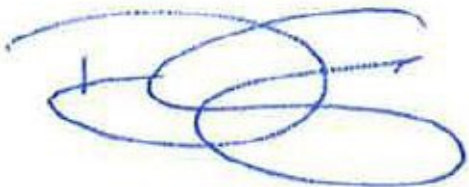
#### ENVIRONMENTAL REVIEW

The proposed project involves minor alterations of an existing facility. The proposed alterations meet the specified criteria, and 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,

Heather Buck, Park Development Analyst

Jill Geller, Director, Parks, Recreation & Libraries



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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-226

Agreement

Ordinance No. 6241

Budget Adjustment

Bid Summary Sheet

RESOLUTION NO. 20-226

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

WHEREAS, an Agreement for the Maidu Soccer Arena Improvement project, by and between the City of Roseville and Nolen Construction Company, Inc., has been reviewed by the City Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, 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  
Nolen Construction Company, 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 19th day of  
February \_\_\_\_\_, 20 20 \_\_\_\_\_, approved plans and specifications for the  
Maidu Soccer Arena Improvements Project \_\_\_\_\_  
and directed the City Clerk to advertise for sealed proposals for doing said work and providing  
that bids be submitted on the 20th day of April \_\_\_\_\_, 20 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 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 Maidu Soccer Arena Improvements Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR two hundred seventy-two thousand six hundred twenty-five and 24/100----- dollars (\$ 272,625.24 ) 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 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 60 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

Jill Geller  
Parks, Recreation & Libraries  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONTRACTOR

John Nolen  
Nolen Construction Company, Inc.  
PO Box 609  
Loomis, CA 95650

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\_\_20\_\_, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a  
municipal corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

Nolen Construction Company, Inc, a  
California Corporation

BY: \_\_\_\_\_  
its: PRESIDENT

and

BY: \_\_\_\_\_  
its: Secretary/Treasurer

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller  
Print Name: Jill Geller

Title: Director, Parks, Recreation & Libraries

ORDINANCE NO. 6241

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Maidu Soccer Arena Improvements project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$140,000.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Heather Buck, Park Development Analyst II FISCAL YEAR: FY2019-20  
 PREPARER NAME & TITLE: Kathy Cullen, Administrative Analyst II COUNCIL DATE (if applicable): 6/17/20  
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: \_\_\_\_\_

### Expenditures/Expenses/Transfers Out

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                                                                                      |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                                                                                                  |
| 3130           | 5411    | 84001  | 500073  | 140,000     | Increase to Maidu Soccer Arena Improvements project (Funded by reduction in CIP rehab project to replace the play structure at Veterans Park S.) |
| 3130           | 6550    | 58001  |         | (140,000)   | Reduction in CIP rehab project to replace the play structure at Veterans Park S.                                                                 |
|                |         |        |         |             |                                                                                                                                                  |
|                |         |        |         |             |                                                                                                                                                  |
|                |         |        |         |             |                                                                                                                                                  |
| TOTAL          |         |        |         | -           |                                                                                                                                                  |

### Revenues/Transfers In

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

|                       |   |
|-----------------------|---|
| <b>NET ADJUSTMENT</b> | - |
|-----------------------|---|

### Available Resources

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

### Justification for Budget Adjustment:

The Parks, Recreation & Libraries department is requesting a budget adjustment to increase the Maidu Soccer Arena project (500073) by \$140,000 to a new project total of \$313,520. The increase in the project is funded by a reduction of \$140,000 rehab project to replace the play structure at Veteran's Park S. There is no net impact on the General Fund.

|                                           |                          |                           |      |
|-------------------------------------------|--------------------------|---------------------------|------|
| REQUIRED APPROVALS:                       |                          |                           |      |
| <br>REQUESTING DEPARTMENT HEAD / DESIGNEE | <u>5/22/2020</u><br>DATE | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE        | DATE                     | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:               |                          |                           |      |
| POSTED BY                                 | DATE                     |                           |      |

IFB #13-080

DATE: April 20, 2020

TIME: 3:00 PM

BID BOND REQUIRED: YES

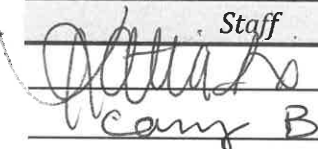
# BID SUMMARY SHEET

BID OPENING FOR:  
Maidu Covered Soccer Arena  
Improvement Project



| Bidders Name<br>City, State                      | Addendum1 | Addendum2 | Addendum3 | Addendum4 | Addendum5 | Bid Bond | Grand Total Price |
|--------------------------------------------------|-----------|-----------|-----------|-----------|-----------|----------|-------------------|
| Nolen Construction<br>Company Inc.<br>Loomis, CA | ✓         | ✓         | ✓         | ✓         | ✓         | ✓        | \$ 272,625.24     |
| RBH Construction Inc.<br>Folsom, CA              | ✓         | ✓         | ✓         | ✓         | ✓         | ✓        | \$ 617,040.00     |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |
|                                                  |           |           |           |           |           |          |                   |

Please Sign-In

| Staff                                                                                            | Visitors (Name & Company) | Visitors (Name & Company) |
|--------------------------------------------------------------------------------------------------|---------------------------|---------------------------|
| <br>Amy Bustam |                           |                           |
|                                                                                                  |                           |                           |
|                                                                                                  |                           |                           |
|                                                                                                  |                           |                           |
|                                                                                                  |                           |                           |



## COUNCIL COMMUNICATION

CC #: 0820

File #: 0900-07 & 0201-01

**Title:** Maidu Soccer Complex Turf Renovation Project – Contract Purchase Agreement and Budget Adjustment

**Contact:** Joel De Jong 916-774-5524 [jdejong@roseville.ca.us](mailto:jdejong@roseville.ca.us)

Meeting Date: 6/17/2020

Item #: 7.2.

### RECOMMENDATION TO COUNCIL

Staff requests City Council adopt a resolution approving a contract purchase agreement with Sierra Services in the amount of \$344,760 for renovation of the turfgrass playing fields at the Maidu Soccer Complex, authorize the City Manager to execute the agreement, 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 to increase the Maidu Turf conversion project (500087) by \$250,000 to a new total project budget of \$650,000. The increase in the project is funded by 1) \$40,625 contribution from the Granite Bay Football Club, 2) \$121,875 contribution from Roseville Youth Soccer Club and 3) Reduction of \$87,500 to the General Fund Parks Maintenance budget.

### BACKGROUND

The Maidu Soccer Complex is located on the 152-acre regional park site, east of Rocky Ridge Drive and south of Douglas Boulevard. The soccer complex is used extensively by the Roseville Youth Soccer Club and Granite Bay Football Club for league play and hosts numerous tournaments and events every year. Other regional and state-wide tournaments and events are also held at this complex. This is a second phase of the overall renovation project and includes the removal of existing fescue-type turfgrass, soil preparation and grading, and planting new hybrid-bermuda turfgrass. The first phase of the project includes upgrades to the irrigation system currently underway and under a separate contract that was approved by Council on May 20, 2020.

In March 2020, the Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide turfgrass renovation services at the Maidu Soccer Complex. Three (3) firms submitted proposals, which were then ranked based on contractor qualifications, experience and references, proposed project plan, and cost. Sierra Services was the top ranked firm. Staff therefore recommends award of the project to Sierra Services, in the amount of their proposed project cost of \$344,760.

## CONTINGENCY

During the course of a construction renovation 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 inherent complexity of renovation projects, 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

The turfgrass renovation is funded in part from a transfer of FY2018-19 General Fund resources to the Parks, Recreation & Library Capital Projects Fund for the Maidu soccer field, approved by City Council at the January 15, 2020 meeting. A budget adjustment is requested to increase the Maidu Turf conversion project (500087) by \$250,000 to a new total project budget of \$650,000. The total project budget funds both the turfgrass renovation and the irrigation upgrades. The increase in the project is funded by 1) \$40,625 contribution from the Granite Bay Football Club, 2) \$121,875 contribution from Roseville Youth Soccer Club and 3) a reduction of \$87,500 to the General Fund Parks Maintenance budget. The \$87,500 from the General Fund Parks Maintenance budget will be transferred to the Parks, Recreation & Library Capital Projects Fund. There is no net impact on the General Fund. Maintenance of the existing citywide park is budgeted in the General Fund and will remain unchanged.

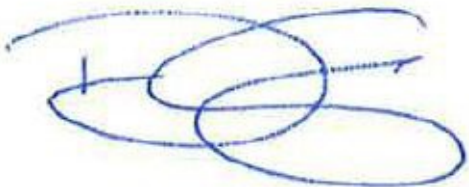
## ENVIRONMENTAL REVIEW

The proposed project involves minor alterations of an existing facility. The proposed alterations meet the specified criteria, and 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,

Joel De Jong, Park Development Analyst

Jill Geller, Director, Parks, Recreation & Libraries



---

Dominick Casey, City Manager

## **ATTACHMENTS:**

Description

Resolution 20-227

Maidu Soccer Turf Agreement

Ordinance No. 6242

Budget Adjustment



RESOLUTION NO. 20-227

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF  
ROSEVILLE AND SIERRA SERVICES, AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000338) for the Maidu Soccer Complex  
Turf Renovation project, between the City of Roseville and Sierra Services, has been reviewed  
by the City Council;

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Contract Purchase Agreement 3000338

### *Supplier Details:*

Company Sierra Services  
Contact Amanda Martin  
Address P.O. Box 55285

Stockton, CA 95205

### *Submit your response to:*

Company City of Roseville  
Contact Babette Owens  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5704  
Fax (916) 774-5736  
E-mail BOwens@roseville.ca.us

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

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

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

**Sole proprietorship** - **By owner**  
**Partnership** - **Any general partner**  
**Corporation** - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000338

|                  |                |
|------------------|----------------|
| Agreement        | 3000338        |
| Agreement Date   | 27-MAY-2020    |
| Revision         | 0              |
| Agreement Amount | 344,760.00 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Sierra Services**  
P.O. Box 55285  
Stockton, CA 95205

**Phone:** ()  
**Fax:** ()  
**Email:**

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL MAIDU SOCCER COMPLEX TURF GRASS RENOVATION RFP AND CONTRACTOR'S PROPOSAL THERETO TITLED "MAIDU SOCCER COMPLEX TURF GRASS RENOVATION" DATED 4/7/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

CONTACT STACIE MARCHETTI AT (916) 774 5246 OR EMAIL AT SMARCHETTI@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT  
END DATE: UPON FINAL PAYMENT

| Customer #                         | Supplier # | Payment Terms | Freight Terms                       | FOB         | Shipping Method |
|------------------------------------|------------|---------------|-------------------------------------|-------------|-----------------|
|                                    | 14682      | Net 30        | Freight on Board at the destination | Destination | Best Method     |
| Start Date                         | End Date   |               | Confirm To                          |             |                 |
| Babette Owens Phone 1-916-774-5704 |            |               |                                     |             |                 |

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



**Contract Terms and Conditions**

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.



- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General



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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor agrees to defend and indemnify City if, despite the parties intent and



practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

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

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

Roseville Business License No. application submitted 5/27/20(online)

Contractor License No. 820920

DIR Registration No. PWC10000010639

Check mark the applicable company type below:

☐ Corporation

☐ Limited Liability Company

☐ Partnership

☒ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C

REV 3/20/20 JS

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

**General - Required Coverage/Documentation**

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

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

**Construction:   X**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional:**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant:**

Professional Liability:  
\$1 Million/occurrence

**IT Services:**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials:**

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors:**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological:**

Professional Liability:  
\$1 Million/occurrence  
No auto required



**Pyrotechnics: \_\_\_\_\_**

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

**Chemical/Environmental: \_\_\_\_\_**

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

**Insurance Submission Process**

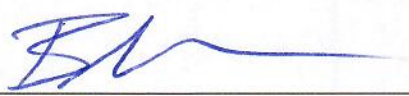
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

**How It Works**

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

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

| Supplier    |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | Billy Martin                                                                      |
| Title:      | Owner                                                                             |

| Supplier    |  |
|-------------|--|
| Signature:  |  |
| Print Name: |  |
| Title:      |  |

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

ORDINANCE NO. 6242

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Maidu Soccer Complex Turf Renovation project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$162,500.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk





## COUNCIL COMMUNICATION

**CC #: 0821**  
**File #: 0203-10**

**Title:** Park Facilities Security Services - Contract Purchase Agreement Renewal  
**Contact:** Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.3.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement renewal with Lyons Security Service, Inc., for the locking of facility restrooms and gates as well as performing basic inspections of park system assets.

### BACKGROUND

The Parks, Recreation & Libraries (PRL) department currently oversees 76 parks and facilities, 25 of which contain restrooms and/or gates, which require securing on a nightly basis. Locking of these facilities ensures the safety and protection of City facilities, decreasing the opportunity for vandalism, and thereby reducing cost and liability to the City. The bid for these services was first awarded in March of 2016. The services provided by Lyons Security Service, Inc., have been satisfactory and in accordance with the terms and conditions of the bid. This will represent the fifth and final renewal of the five-year contract.

### FISCAL IMPACT

The total cost of the annual service agreement shall not exceed \$56,679.92. The funds for FY2020-21 are included in the Parks, Recreation & Libraries Department General Fund and Community Facilities District (CFD) proposed budget. \$47,408.36 will be funded from General Fund. The remainder will be funded by Westpark (CFD) \$7,412.32 and Fiddymont (CFD) \$1,854.24. There is no net impact to the General Fund.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a contract purchase agreement renewal for security services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-228

Service Agreement



RESOLUTION NO. 20-228

APPROVING A CONTRACT PURCHASE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND LYONS SECURITY SERVICE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement renewal (3000335) for park facilities security services, between City of Roseville and Lyons Security Service, Inc. has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Contract Purchase Agreement 3000335

### Supplier Details:

Company Lyons Security Service Inc  
Contact Kathleen Guidice  
Address 905 S Villa Real Dr

Anaheim, CA 92807

### Submit your response to:

Company City of Roseville  
Contact Tiffany Valdez  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5708  
Fax (916) 774-5736  
E-mail TValdez@roseville.ca.us

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

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

**Sole proprietorship** - **By owner**  
**Partnership** - **Any general partner**  
**Corporation** - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000335

|                  |               |
|------------------|---------------|
| Agreement        | 3000335       |
| Agreement Date   | 14-MAY-2020   |
| Revision         | 0             |
| Agreement Amount | 56,679.92 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488

**Fax:** (916) 784-3796

**Email:** accountspayable@roseville.ca.us

**Supplier** **Lyons Security Service Inc**  
605 S Villa Real Dr

Anaheim, CA 92807

**Phone:** ()

**Fax:** ()

**Email:** kathleen@lyonssecurityinc.com

Description of Labor, equipment and/or materials SHALL PROVIDE SECURITY SERVICES AND WILL BE RESPONSIBLE TO LOCK PARK RESTROOMS THROUGHOUT THE CITY OF ROSEVILLE IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFP 13-036.

PLEASE CONTACT ERIC DEXTER AT 916-746-1769 OR  
EDEXTER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS CONTRACT.

The total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

| Customer #  | Supplier #  | Payment Terms                       | Freight Terms                       | FOB         | Shipping Method |
|-------------|-------------|-------------------------------------|-------------------------------------|-------------|-----------------|
|             | 10553       | Net 30                              | Freight on Board at the destination | Destination | Best Method     |
| Start Date  | End Date    | Confirm To                          |                                     |             |                 |
| 01-Jul-2020 | 30-Jun-2021 | Tiffany Valdez Phone 1-916-774-5708 |                                     |             |                 |

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

### **Contract Terms and Conditions**

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of

subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.



20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 0080 5454

Contractor License No. PPO 12687

DIR Registration No. N/A

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

General T&C  
REV 5/3/18 JS

**ATTACHMENT A  
HUMAN RESOURCES/RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS  
AGREEMENT UNDER FORMAL BID LIMIT**

**General - Required Coverage:**

- 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

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

**Construction: \_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional: \_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant: \_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence

**IT Services: \_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Special Events/Caterers-Vendors: \_\_\_\_\_**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological: \_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Insurance Verification**

By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

| Supplier    |                  |
|-------------|------------------|
| Signature:  | Kathleen Guidice |
| Print Name: | Kathleen Guidice |
| Title:      | President        |

| Supplier    |                  |
|-------------|------------------|
| Signature:  | Kathleen Guidice |
| Print Name: | Kathleen Guidice |
| Title:      | Secretary        |

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



## COUNCIL COMMUNICATION

**CC #: 0823**  
**File #: 0203-10**

**Title:** Playground Surface Repair - Contract Purchase Agreement  
**Contact:** Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.4.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to execute Contract Purchase Agreement 3000311 for playground surface maintenance and repair between the City of Roseville and Robertson Industries, Inc.

### BACKGROUND

In 2005, the Parks, Recreation & Libraries Department developed the City's first All Accessible Playground at Mahany Park, adjacent to the Martha Riley Community Library. Over time and due to high use, a number of areas of the poured in place surface have deteriorated and portions of the surface have broken down leaving uneven surfaces within the play area. Robertson Recreation Services will make repairs to all areas in poor condition to eliminate safety concerns. Work will be performed based on Robertson Industries, Inc., proposal #20-29468 dated 5/1/20, utilizing the OMNIA Partners cooperative purchasing contract #162204 to perform the service.

### FISCAL IMPACT

The total cost of the service agreement is \$38,845.65. Funding is included in the approved Parks, Recreation & Libraries Department FY2019-20 General Fund resurfacing budget. There is no net impact to the General Fund.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The service agreement for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

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

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-229

Service Agreement - Robertson Industries Inc.

RESOLUTION NO. 20-229

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

WHEREAS, a contract purchase agreement (3000311) for playground surface repair,  
between the City of Roseville and Robertson Industries, Inc., has been reviewed by the City  
Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk





Contract Purchase Agreement 3000311

|                  |               |
|------------------|---------------|
| Agreement        | 3000311       |
| Agreement Date   | 04-MAY-2020   |
| Revision         | 0             |
| Agreement Amount | 35,845.86 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Robertson Industries Inc**  
 2414 West 12th Street  
 Suite 5  
 Tempe, AZ 85281

**Phone:** ()  
**Fax:** ()  
**Email:** fhorwath@totturf.com

Description of Labor, equipment and/or materials: Shall provide the play area surface maintenance and repairs at Mahany Park in accordance with the attached Robertson Industries, Inc. proposal #20-29468 dated 5/1/20 utilizing OMNIA Partners Contract #R162204.

START DATE: EXECUTED AGREEMENT  
 END DATE: FINAL PAYMENT

Please contact Patrick Daly at 916-774-5764 or pdaly@roseville.ca.us for questions regarding this agreement.

| Customer #                          | Supplier # | Payment Terms | Freight Terms                       | FOB         | Shipping Method |
|-------------------------------------|------------|---------------|-------------------------------------|-------------|-----------------|
|                                     | 12959      | Net 30        | Freight on Board at the destination | Destination | Best Method     |
| Start Date                          | End Date   | Confirm To    |                                     |             |                 |
| Tiffany Valdez Phone 1-916-774-5708 |            |               |                                     |             |                 |

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

### **Contract Terms and Conditions**

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.



- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
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  - (1) the minimum coverage and limits specified in this Agreement; or
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- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain ~~a full certified copy of any insurance policy and endorsements~~. The failure to exercise this right shall not constitute a waiver of such right. RH
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
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12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.



20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00824728

Contractor License No. 667261

DIR Registration No. 1000002700

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.  
Construction T&C  
REV 5/3/18 JS*

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

**General - Required Coverage/Documentation**

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 2010 04/13 and CG 2037 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. 10 04/13 and CG 2037 04/13 Rlt
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

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

**Construction:** ☒ **X**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional:** \_\_\_\_\_

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant:** \_\_\_\_\_

Professional Liability:  
\$1 Million/occurrence

**IT Services:** \_\_\_\_\_

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials:** \_\_\_\_\_

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors:** \_\_\_\_\_

No auto required  
No workers' comp required

**Professional Counseling/ Psychological:** \_\_\_\_\_

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Pyrotechnics: \_\_\_\_\_**

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

**Chemical/Environmental: \_\_\_\_\_**

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

**Insurance Submission Process**

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

**How It Works**

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

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**



## **Asbestos-Containing Materials in City-Owned Buildings**

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

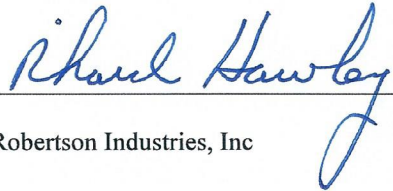
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

| Facilities Built Pre 1979 That May Contain Asbestos                  | Year Built |
|----------------------------------------------------------------------|------------|
| Downtown Library - 225 Taylor Street 95678                           | 1974       |
| Carnegie Museum - 557 Lincoln Street 95678                           | 1912       |
| Tower Theatre - 415 Vernon Street 95678                              | 1940       |
| Fire Station #3 - 1300 Cirby Way 95661                               | 1963       |
| Old Corp Yard - 100 Old Corp Yard Road 95678                         | 1940       |
| Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746       | 1965       |
| Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747 | 1962       |
| Royer Recreation Bldg. - 190 Park Drive 95678                        | 1950       |
| Fire Museum - 400 Lincoln Street 95678                               | 1930       |
| Diamond Oaks Golf - 349 Diamond Oaks Road 95678                      | 1965       |
| Johnson Pool, 4th & D Street                                         | 1950       |
| 330 Vernon Street                                                    | 1940       |
| 107 Sutter Avenue                                                    | 1962       |

Sign to acknowledge receipt of asbestos notification:

|              |                                                                                   |
|--------------|-----------------------------------------------------------------------------------|
| SIGNATURE    |  |
| COMPANY NAME | Robertson Industries, Inc                                                         |
| DATE         | 5-15-2020                                                                         |

Asbestos  
Rev 01/16/19

| Supplier    |                                         |
|-------------|-----------------------------------------|
| Signature:  | n/a- Out of Stock <i>Richard Hawley</i> |
| Print Name: | <i>Richard Hawley</i>                   |
| Title:      | <i>VP of Sales</i>                      |

| Supplier    |  |
|-------------|--|
| Signature:  |  |
| Print Name: |  |
| Title:      |  |

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





# Robertson Recreational Surfaces

A PLAYCORE Company

PROPOSAL # 20-29468

**Robertson Industries, Inc.**  
2414 West 12th Street, Suite 5  
Tempe, AZ 85281  
(800) 858-0519  
FAX: (602) 340-0402  
[www.totturf.com](http://www.totturf.com)

**Date Issued:** May 1, 2020

**Project Name:** Mahany Park-Roseville Maintenance and Repairs 2-2020

**Address:** 155 Pleasant Grove, Roseville, CA 95747

**Contact:** Patrick Daly **Phone:** (916) 774-5764  
**Email:** pdaly@roseville.ca.us

**Sales Representative**

**Name:** Frank Horwath  
**Phone:** (510) 260-9025 **Fax:** (602) 340-0402  
**Email:** fhorwath@totturf.com

**PRICE EXPIRES: 07/30/2020**

| PRODUCT NAME       | DESCRIPTION        | QTY | UNIT PRICE  | TOTAL              |
|--------------------|--------------------|-----|-------------|--------------------|
| Bonds              | Bonds              | 1   | \$702.86    | \$702.86           |
| Surfacing Repairs  | See scope OPTION 1 | 1   | \$35,143.00 | \$35,143.00        |
| <b>GRAND TOTAL</b> |                    |     |             | <b>\$35,845.86</b> |

**CONTRACT TYPE:** Regular **WAGE TYPE:** State Prevailing **UNION:** ☐ **CA GRANT:** ☐

**DETAILED SCOPE:**

Provide all material, equipment and labor for:

**OPTION 1:**

Repairs of approximately 100 Linear feet of separating seams (pad drying out, has not been roll coat sealed?) in existing colors and patching of approximately 10 holes in both pads totaling 100sf, total of 150SF of .5" depth repairs in 100% color blends AND application of an aromatic urethane roll coat over entire two pads, approx. 14926sf.  
\$35143.

\$2.35/SF

OMNIA Contract: R162204

.5" depth 100% color pricing \$15.93/sf

Seal Coat Pricing: \$4.00/sf

\* Fencing by others

**Scheduling/Site Contact:** Patrick Daly

**Phone:** (916) 774-5764

**Email:** pdaly@roseville.ca.us

**ESTIMATED INSTALL DATE:**

06/2020

**INITIALS**



**TERMS & CONDITIONS:**

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until Change Order(s) are fully executed.
3. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
4. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
5. Charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
6. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
7. Excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
8. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
9. Scheduling and crew deployment is subject to local weather conditions.
10. Warranty will NOT be issued unless "Completion Sheet" is signed.

**PROPOSAL ACCEPTANCE:**

I agree to the scope and details as provided for the abovementioned proposal as well as the terms outlined in this agreement. I am duly authorized approve and accept this proposal as stated.

☐ CONTRACT to follow    ☐ PURCHASE ORDER to follow

**PAYMENT TERMS:**

Payment may be made via Check, Cash, or Credit Card. Customers requesting a line of credit must refer to the credit policy provided by your sales representative.

*Please attach a copy of your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.*

**TOTAL PURCHASE AMOUNT: \$35,845.86**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**BILLING Contact Name:** \_\_\_\_\_

**BILLING Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.**

*Send ALL completed forms back to your Sales Representative:*  
**Frank Horwath: fhorwath@totturf.com or Fax: (602) 340-0402**

**CLICK HERE TO PAY WITH A CREDIT CARD: [PAY NOW!](#)**

Robertson Industries, Inc: 2414 West 12th Street, Suite 5, Tempe, AZ 85281 ~ (800) 858-0519, FX: (602) 340-0402

**AZ:** ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/61 D/12 ~ **FL:** CGC 038554 ~ **NV:** 42331, CLASS C25 C40

**CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)**

*The PlayCore Surfacing Division Includes: Robertson Recreational Surfacing (Robertson Industries, Inc.), Sports Surface Specialties, Rubber Designs and American Recycling Center*



## COUNCIL COMMUNICATION

**CC #: 0836**

**File #: 0200**

**Title:** Time and Attendance System - Contract Purchase Agreement

**Contact:** Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.5.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a contract purchase agreement with Workforce Software, LLC (Workforce) for the installation and implementation of the Workforce Suite, which includes: Timekeeping, Scheduling, Leave Management and Absence Management modules, and authorize the City Manager to execute it.

### BACKGROUND

The City of Roseville has been using Workforce timekeeping software for citywide timekeeping and leave management for the past 12 years. The version of Workforce used by the City will no longer be supported after November 2020. City staff explored options for upgrading to the new Cloud version of the Workforce Suite, however, staff realized it was not feasible to simply upgrade from the old version to the new version due to the significant change in platform and functionality. The City also had to find a solution that would seamlessly integrate with the City's new Oracle Enterprise Resource Planning (ERP) Cloud applications.

The City published a Request for Proposals (RFP) in December 2019 for the selection of a Timekeeping, Scheduling, Leave Management and Absence Management system. The City received six responses, and three vendors were selected, based on their proposals, to conduct software demonstrations (Infoblox, Workforce and IntelliTime solutions). The City's evaluation team included staff from the Human Resources, Finance, and Parks, Recreation and Libraries departments. Staff attended the software demonstrations to evaluate the application capabilities and selected Workforce Software as the highest scoring solution across multiple categories and the only application that could address the City's complex time calculation rules based on the City's bargaining agreements and various employee work schedules.

### FISCAL IMPACT

The total not-to-exceed cost for this contract is \$1,084,456. This amount includes \$499,456 for implementation consulting services and \$585,000 for five years of software license fees. The implementation cost and initial year license cost is included in the Enterprise Resource Planning



(ERP) System Project budget, and the license fees for subsequent years will be included in future year proposed budgets in the Information Technology Operations internal service fund. No additional funding is being requested.

## 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. A contract purchase agreement for Time and Attendance software and support meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Nafees Coleman, ERP Project Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-246

Contract Purchase Agreement No. 3000521

RESOLUTION NO. 20-246

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF  
ROSEVILLE AND WORKFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000521) for the implementation of a Time and Attendance system, between the City of Roseville and Workforce Software, LLC, has been reviewed by the City Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Contract Purchase Agreement 3000521

### *Supplier Details:*

Company Workforce Software LLC  
Contact Robert Glatt  
Address 38705 Seven Mile Road Suite 300

Livonia, MI 48152

### *Submit your response to:*

Company City of Roseville  
Contact Joanna Oukrop  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5745  
Fax (916) 774-5736  
E-mail JOukrop@roseville.ca.us

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

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

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

**Sole proprietorship** - **By owner**

**Partnership** - **Any general partner**

**Corporation** - **Two options:**

**(1)** A signature from the President and the corporate seal; **OR**

**(2)** One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000521

|                  |                         |
|------------------|-------------------------|
| Agreement        | <b>3000521</b>          |
| Agreement Date   | <b>08-JUN-2020</b>      |
| Revision         | <b>0</b>                |
| Agreement Amount | <b>1,084,456.00 USD</b> |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488

**Fax:** (916) 784-3796

**Email:** accountspayable@roseville.ca.us

Supplier **Workforce Software LLC**  
 38705 Seven Mile Road Suite 300

Livonia, MI 48152

**Phone:** (951) 296-5523

**Fax:** ()

**Email:** rglatt@workforcesoftware.com

Description of Labor, equipment and/or materials  
 START DATE: EXECUTED AGREEMENT  
 END DATE: 5 YEARS FROM CONTRACT EXECUTION DATE

The supplier shall provide the services called for under the City of Roseville Request for Proposal (RFP) # 400-001 and Workforce Software, LLC Application Managed Services Agreement, Workforce Software Master Consulting Agreement (MCA-201903), City of Roseville Statement of Work Workforce Suite Standard Enterprise Implementation, Workforce Software SAAS Agreement (SA-201903), and Workforce Software SAAS Services Schedule (SSS-202002). The terms and scope of work of the City of Roseville RFP 400-001 and the attached supplier's documents are herein made part of this contract purchase agreement and fully incorporated by reference.

Contact Nafees Coleman in Finance at (916)774-5163 or email  
 ncoleman@roseville.ca.us for questions regarding this agreement.

| Customer # | Supplier #   | Payment Terms                             | Freight Terms                              | FOB                | Shipping Method    |
|------------|--------------|-------------------------------------------|--------------------------------------------|--------------------|--------------------|
|            | <b>11480</b> | <b>Net 30</b>                             | <b>Freight on Board at the destination</b> | <b>Destination</b> | <b>Best Method</b> |
| Start Date | End Date     | Confirm To                                |                                            |                    |                    |
|            |              | <b>Joanna Oukrop Phone 1-916-774-5745</b> |                                            |                    |                    |

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

Contract Purchase Agreement 3000521

### **Contract Terms and Conditions**

#### **Negotiated Terms and Conditions for Workforce Software LLC, revised 6/4/20 MC**

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part. Notwithstanding the foregoing, consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of Consultant, or a reorganization, merger or similar transaction of Consultant.
4. Time is of the essence of this Agreement.
5. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement, or as permitted by the Master Consulting Agreement and SaaS Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Intentionally Omitted.
9. Intentionally Omitted.
10. Consultant agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
  - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
  - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional

## Contract Purchase Agreement 3000521

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

- (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or material modification of any insurance required by this Agreement which would make it noncompliant with this agreement.
  - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
  - f. Intentionally Omitted.
  - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
  - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
  - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Subject to Section 3.4 of the SaaS Agreement and Section 9 of the Master Consulting Agreement, Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
  12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
  13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the



## Contract Purchase Agreement 3000521

event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party, except its affiliates who are providing services under the Agreement, without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise

Contract Purchase Agreement 3000521

or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. Intentionally Omitted.
26. Intentionally Omitted.
27. Consultant agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Consultant and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

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

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

Roseville Business License No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Check mark the applicable company type below:

\_\_\_\_\_ Corporation

\_\_\_\_\_**X**\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Partnership

Contract Purchase Agreement 3000521

\_\_\_\_\_ Sole Proprietor

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.*

*Information Technology T&C*

*REV 6/4/20 MC*

Contract Purchase Agreement 3000521

**ATTACHMENT A  
HUMAN RESOURCES/RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS  
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES  
Negotiated for Workforce Software LLC, revised 6/4/20 MC**

**General - Required Coverage/Documentation**

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 10 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

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

**Construction: \_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional: \_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant: \_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence

**IT Services: X\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials: \_\_\_\_\_**

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors: \_\_\_\_\_**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological: \_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

## Contract Purchase Agreement 3000521

### **Pyrotechnics: \_\_\_\_\_**

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

### **Chemical/Environmental: \_\_\_\_\_**

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

### **Insurance Submission Process**

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

### **How It Works**

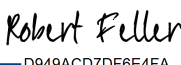
- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to [roseville@ebix.com](mailto:roseville@ebix.com) 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.

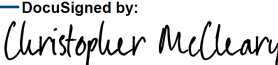
**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

Contract Purchase Agreement 3000521

**COR Signature-City Manager**

| Supplier           |                                                                                                                                     |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Signature:</b>  | <div>DocuSigned by:<br/><br/>D949ACD7DE6E4FA</div> |
| <b>Print Name:</b> | Robert Feller                                                                                                                       |
| <b>Title:</b>      | Chief Financial officer                                                                                                             |

| Supplier           |                                                                                                                                       |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Signature:</b>  | <div>DocuSigned by:<br/><br/>F376BAA7A704F8...</div> |
| <b>Print Name:</b> | Christopher McCleary                                                                                                                  |
| <b>Title:</b>      | General Counsel                                                                                                                       |

| City of Roseville, A Municipal Corporation |                |
|--------------------------------------------|----------------|
| <b>Signature:</b>                          |                |
| <b>Print Name:</b>                         | Dominick Casey |
| <b>Title:</b>                              | City Manager   |





## CITY OF ROSEVILLE

Application Managed Services Agreement

June 17<sup>th</sup>, 2020



## WorkForce Application Managed Services Support Plan

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# VERSION HISTORY

| Update            | Description                      | Author         |
|-------------------|----------------------------------|----------------|
| <b>03-26-2020</b> | Initial Version                  | Tyler Cloutier |
| <b>04-10-2020</b> | Contract dates updated           | Tyler Cloutier |
| <b>04-17-2020</b> | Pricing updated                  | Tyler Cloutier |
| <b>04-30-2020</b> | FTE & pricing updated            | Tyler Cloutier |
| <b>06-02-2020</b> | Confidential Information removed | Tyler Cloutier |
| <b>06-05-2020</b> | Updated contract dates           | Dennis Tuttle  |

**WorkForce Software, LLC**

38705 Seven Mile Road

Suite 300

Livonia, MI 48152

[www.workforcesoftware.com](http://www.workforcesoftware.com)[info@workforcesoftware.com](mailto:info@workforcesoftware.com)

1-877-4-WFORCE

WorkForce Application Managed Services Support Plan

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## WorkForce Application Managed Services Support Plan

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# 1. Introduction

City of Roseville, herein referred to as “Customer” has selected WorkForce Software, LLC, herein referred to as “WorkForce”, to provide a Managed Services Support Plan (“MSSP”) for the Online Service under the terms of the Contract and this Exhibit for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this Exhibit shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

This Exhibit is attached to the Master Consulting Agreement, dated 6/17/20 (the “Contract”) by and between the Customer and WorkForce.

# 2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

- a) “Contract” means SaaS Services Agreement, dated 6/17/20.
- b) “Configuration” shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.
- c) “Full-time Equivalent” (“FTE”) shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve.
- d) “Incremental Services” means Services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.
- e) “Managed Services Support” (“MSS”) means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.
- f) “MSSP” means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.
- g) “MSSP Support Fees” shall mean the fees for an MSSP.

## WorkForce Application Managed Services Support Plan

- h) “MSSP Support Period” shall mean the period of time that Customer is covered under an MSSP.
- i) “Resource Capacity” shall mean the staffing level at which WorkForce provides Configuration Management Services Support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3a and 3b below (Service Conditions).
- j) “WorkForce Time and Attendance Support Plan” means SaaS Services Agreement, dated 6/17/20.

## 3. Levels of Service

### MSSP Service Descriptions

| Service                               | Description                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Configuration Support & Expertise     | Support of Customer requirements and configuration as defined in the Configuration Support and Expertise Activities Scope (Section 4.2)                                                                                                                                                                                                                                                                     |
| Configuration Management & Consulting | Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.3)                                                                                                                                                                                                                                                                           |
| Availability                          | Access to the Managed Service team Monday through Friday, excluding holidays (“Business Days”) between 9:00 am and 6:00 pm Eastern Time (“Business Hours”)                                                                                                                                                                                                                                                  |
| Resource Capacity                     | Configuration Management Service Support is subject to a total capacity constraint (“Resource Capacity”) of 0.71 FTE.                                                                                                                                                                                                                                                                                       |
| Response Time                         | Response time is within 24 Business Hours for tickets submitted through the approved process                                                                                                                                                                                                                                                                                                                |
| Time to Complete                      | <p>Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.</p> <p>Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.</p> |

## WorkForce Application Managed Services Support Plan

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| Service                 | Description                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------------------|
| Authorized MSS Contacts | Up to two (2) Customer individuals authorized to request and approve work performed under the MSSP.                  |
| Request Management      | Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.                   |
| Reporting               | WorkForce will provide a monthly Resource Capacity report which includes the FTE capacity utilized during the month. |

### 3.1. Service Conditions

- a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, , or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.
- d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this Exhibit. Notwithstanding anything contained within the Contract to the contrary, this Applications Managed Services Agreement may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.
- e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.
- f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this Exhibit.
- g) WorkForce approved non-U.S. based resources are allowed to work on the MSSP activities identified in Section 4. Responsibility for protecting the Customer's data resides with WorkForce.



## WorkForce Application Managed Services Support Plan

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### 4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this Exhibit. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this Exhibit through a corresponding Change Order.

#### 4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Any Individual request for Configuration Management Services that requires effort exceeding 1 month of the Resource Capacity
- Implementation of additional WorkForce product modules
- Specialized skills that are not listed in Section 6: WorkForce Roles & Responsibilities (e.g. Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts.)
- Support outside of Business Hours, except for work at mutually agreed times

#### 4.2. Configuration Support and Expertise Scope

Upon request by Customer, WorkForce resources will perform the following subject matter expertise:

- Core team of Workforce staff who will be familiar with Customer's configuration to answer questions and provide recommendations
- Up to twice weekly 1:1 structured reviews of any planned or current configuration changes. This includes reviewing and offering feedback on the proposed system design and on the actual configuration once it is completed.
- Best practice recommendations for managing system environments and how configuration changes should be managed and promoted through each of the environments
- Best practice recommendations for project planning, requirements gathering, testing and deployment for any future or current projects.

## 4.3. Configuration Management and Consulting Activities

### Scope

Upon request by Customer, WorkForce resources will perform the following:

#### Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.
- Provide guidance on environmental management and design as requested.

#### Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.

## WorkForce Application Managed Services Support Plan

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- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

### Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.
- Document and manage configuration migrations through the environment life-cycle (Test, Production).

### Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.
- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

### Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

### MSS Administration

- Quarterly performance review/recommendations.
- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

## WorkForce Application Managed Services Support Plan

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### 5. Start-up Activities

The first 30 business days of the MSSP will consist of on-boarding activities so both the customer and WorkForce teams have the appropriate processes and documentation in place to be successful. The start-up activities will consist, but not limited to, the following:

- Introduction of team members, roles and responsibilities
- Setup Project Documentation Repository
- Review Work Request Process and Tools
- Setup Communication and Governance plan (e.g. meeting cadence, status updates)
- Provide access to any applicable systems needed to support the MSSP
- WorkForce team knowledge sharing with the managed services team

Business Analyst & configuration activities will not start until after the start-up activities are completed.

### 6. Services Locations and Environments

WorkForce resources will perform onsite if requested by Customer for mutually agreeable dates and work and travel expenses approved in writing by Customer's sponsor.

The services performed under this Exhibit will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

## 7. Roles and Responsibilities

### 7.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Customer Systems and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this Exhibit do not apply to Related Systems or problems in the Online Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer.

Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this Exhibit. The following resources/roles are required to be provided by Customer.

| Role(s)                                               | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sponsor</b>                                        | This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams. |
| <b>Application Manager</b>                            | This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.                                                    |
| <b>Functional Analysts and Subject Matter Experts</b> | Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the Online Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.  |

## WorkForce Application Managed Services Support Plan

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| Role(s)                                     | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>IT Systems Experts</b>                   | These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the Online Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.                                                                         |
| <b>Technical Staff</b>                      | Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the Online Service. |
| <b>Training and Change Management Staff</b> | Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



## WorkForce Application Managed Services Support Plan

### 7.2. WorkForce Roles and Responsibilities

WorkForce shall support the Online Service under the terms of the WorkForce Time and Attendance Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this Exhibit. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Software and any applicable DCT Support Plan.

WorkForce will provide resources to support the following roles at various points.

| Role(s)                               | Responsibilities                                                                                                                                                                                                                                         |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Managed Services Manager</b>       | Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans. |
| <b>Functional Consultant</b>          | Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements.                                             |
| <b>Technical Consultant</b>           | Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.                                                                                                                    |
| <b>Quality Assurance Tester</b>       | The Quality Assurance tester executes test cases against the software configuration prior to delivery.                                                                                                                                                   |
| <b>Integration Architect/Engineer</b> | Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.                                                                                                 |
| <b>Data Collection Engineer</b>       | Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.                                                                                                                                               |
| <b>Reports Developer</b>              | Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements                                                                                                                                  |
| <b>Training Consultant</b>            | Develops standard training materials based on requirements.                                                                                                                                                                                              |

## WorkForce Application Managed Services Support Plan

### 8. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this Exhibit are the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty calendar days of receipt of the weekly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

### 9. Fees and Schedule

The MSSP and associated obligations identified herein commence on the August 1<sup>st</sup>, 2020 and terminate July 31<sup>st</sup>, 2022. The MSSP Support Fees are invoiced prior to service delivery in four quarterly payments as identified in the table below and are due per the terms of the Contract.

In the event of a termination of services Customer shall be billed on a time and materials basis at the hourly rate for Services (Resource Capacity/MSSP Yearly Amount) performed on any Customer approved activity beyond the capacity already paid. Such time and materials rate shall be charged to the date of termination at the rate of \$175.

#### Initial Two-Year Period

| Year   | MSSP Support Period            | Amount           | Payment Due Dates                                                                                                                                 |
|--------|--------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Year 1 | August 1, 2020 – July 31, 2021 | \$218,348        | August 1 <sup>st</sup> : \$54,587<br>November 1 <sup>st</sup> : \$54,587<br>February 1 <sup>st</sup> : \$54,587<br>May 1 <sup>st</sup> : \$54,587 |
| Year 2 | August 1, 2021 – July 31, 2022 | \$218,348        | August 1 <sup>st</sup> : \$54,587<br>November 1 <sup>st</sup> : \$54,587<br>February 1 <sup>st</sup> : \$54,587<br>May 1 <sup>st</sup> : \$54,587 |
|        | <b>Total</b>                   | <b>\$436,696</b> |                                                                                                                                                   |

## WorkForce Application Managed Services Support Plan

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### Renewal

This Schedule shall automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The pricing during any such renewal term shall increase by Consumer Price Index (CPI) per year over the prices in effect in the immediately prior term.

### Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 0.71 FTE, except as defined in the ramp-up period under Resource Capacity in Section 3 herein. This is the minimum Resource Capacity for which Customer is committed throughout the initial three-two period.

With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.25 FTE per quarter, provided that Customer may never reduce below the base Resource Capacity of 0.71 FTE. The quarterly fee for each increment of 0.25 FTE is \$20,500. Incremental fees will be invoiced upon receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

## 10. Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Roseville

Date: \_\_\_\_\_

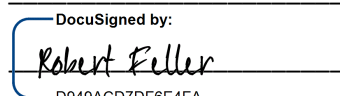
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WorkForce Software, LLC

Date: Jun-09-2020

Signature: 

Printed Name: Robert Feller

Title: Chief Financial Officer



## WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (the "Agreement") is entered into between WorkForce Software, LLC having offices at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the following described "Customer".

Customer Name: City of Roseville

Address: 311 Vernon Street

Roseville, CA 95678

### 1. Definitions

- 1.1. "Acceptance" shall have the meaning specified in the applicable Statement of Work (the "SOW").
- 1.2. "Affiliate" means any direct and indirect holding company or subsidiary company of the relevant entity.
- 1.3. "Confidential Information" shall include, but shall not be limited to, the Deliverables, the Training Materials, the terms of this Agreement (including pricing), the administrative portions used to set up any software, benchmarks, statistics or information on the capabilities of any Deliverable, financial information, business plans and any non-public information of WFS or Customer relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party as confidential, because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party.
- 1.4. "Configuration Package" shall mean software and related deliverables configured according to the Specifications.
- 1.5. "Deliverables" means any materials produced or provided to Customer by WFS under a SOW, including but not limited to project plans, software, configurations, documentation, status reports, or other items requested by Customer under this Agreement.
- 1.6. "Effective Date" means the Effective Date listed on the first executed SOW.
- 1.7. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power or an electrical, which temporarily or permanently affects or prevents performance under this Agreement.
- 1.8. "Intellectual Property Right" means copyrights, trademarks, service marks, trade secrets, patents, and other intellectual property rights or portion thereof, regardless of whether registered.
- 1.9. "Global Services" means all work performed on behalf of Customer by WFS, pursuant to this Agreement and under a SOW.
- 1.10. "Specifications" means the approved Business Requirements and Solutions Design Documents for Deliverables provided as defined in the applicable SOW, if any. These Specifications, once approved

## WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

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by the Customer, supersede any prior communications, demonstrations or other related documents pertaining to the scope of the project.

- 1.11. "Statement of Work" or "SOW" means one or more written orders for Global Services and Deliverables to be provided by WFS to Customer.
- 1.12. "Training Materials" shall mean the instructor guide(s), student guide(s), job aids and/or tutorials developed by WFS for one or more WFS products.

### 2. Service Fees and Expenses

Unless indicated otherwise in a SOW, Customer shall pay for Global Services delivered and travel time on a time and materials basis to WFS or its designated representative, plus applicable taxes. Customer shall also reimburse WFS for travel expenses (including a per-diem fee for food and miscellaneous items at government approved rates), express delivery, and extraordinary phone expenses all without markup. WFS shall use the lowest cost travel method and itinerary, consistent with industry standards, when considering both the cost of the itinerary, travel convenience, and the consultants' billing rates. Fees are in US Dollars unless specified otherwise in the SOW. Customers located outside the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted.

### 3. Training Materials and Deliverables

WFS shall own all rights and interest in: (i) the Training Materials, and (ii) the Deliverables which incorporate any pre-existing WFS materials. Customer is granted royalty free, perpetual, worldwide rights to use such Training Materials and Deliverables upon full payment of all fees and expenses due under this Agreement. Customer may not copy or reproduce the Training Materials except as required for its internal training purposes for authorized users. Customer may not transmit, distribute or disclose the Training Materials to any third party, unless agreed to in writing by WFS. Customer's license to use the Training Materials is granted solely for the purpose of permitting Customer to train authorized users and no other use of the Training Material is permitted.

### 4. Independent Contractor Status

WFS and Customer (the "Parties") shall, for all purposes hereunder, be considered independent contractors. This Agreement is not intended in any manner to create the relationship of principal and agent between the Parties, nor shall this Agreement be deemed to establish a partnership or joint venture. Neither party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment related taxes and shall maintain its own worker's compensation and general liability insurance.

### 5. Agreement Not to Hire

Neither party shall hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor of the other party for a period of twelve (12) months from the termination of their employment with the other party. If a party should breach this Section 5, it shall be liable to the non-breaching party for an amount equal to the annual salary previously due to the employee, independent contractor, or contractor from the non-breaching party.

### 6. Confidentiality

## WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

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- 6.1. Except as required under the terms and conditions of this Agreement, neither party shall disclose or use the Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such Confidential Information in connection with the recipient's performance of its rights and obligations under the Agreement or in the normal course of its business. All such parties shall be bound by confidentiality terms no less stringent than the terms contained herein. Each party shall protect such Confidential Information with no less care than it would exercise to protect its own confidential information of a like nature, and in all cases, at least a reasonable degree of care.
- 6.2. Breach of the confidentiality obligations in this Section 6 may cause irreparable damage to the disclosing party. Therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party hereunder shall be liable under this Agreement to the other in the event of any breach of this article by its Affiliates, its Affiliates' employees, or its Affiliates' contractors or legal and financial consultants and auditors.
- 6.3. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the recipient either (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent and (ii) provides all reasonable assistance in the disclosing party's efforts to obtain such protective order. Furthermore, either party may disclose this Agreement and its terms to the extent required by the rules of a stock exchange/trading system on which that party's securities are listed, quoted, and/or traded. Each party may reference the other in their published customer or vendor lists.
- 6.4. The non-disclosure obligations herein shall continue after the termination of this Agreement. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties. All Customer data to which WFS has access to under this Agreement, as between WFS and Customer, is Customer's Confidential Information and will remain the property of Customer.

## 7. Limitation of Liability

- 7.1. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, damage to goodwill, damage to or replacement of equipment and property and any cost of recovering all such aforementioned losses and damages, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables, Global Services or other services acquired from WFS on any theory of liability, including whether alleged as a breach of contract or any tortious conduct. The limitations of liability specified in this paragraph shall apply regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.
- 7.2. WFS's liability hereunder for damages shall not, in any event, exceed 1.5 times the amounts paid by Customer to WFS for the Global Services or Deliverables under the SOW in which the claim arose. Customer's liability hereunder for damages shall not in any event, exceed the amounts due or payable by Customer to WFS. The limitations specified in this Section shall not apply for a breach of the non-disclosure provisions of Section 6, the indemnification provisions of Section 8, or any death,

## WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

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personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS staff while on-site at Customer's locations.

### 8. Indemnifications

- 8.1. WFS shall, at its expense, indemnify, defend and hold Customer harmless from and against any third-party claim that an unmodified Deliverable infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies WFS of any such claim, (b) permits WFS to defend with counsel of its own choice, and (c) Customer gives WFS reasonable information and assistance in the defense thereof. In no event shall Customer settle any such claim without the written consent of WFS. If a Deliverable infringes an Intellectual Property Right, WFS shall, at its expense and election either (i) procure the right for Customer to continue using the Deliverable, (ii) replace the Deliverable with a functionally equivalent non-infringing product, (iii) modify the Deliverable so that it is non-infringing, or (iv) refund the fees paid to WFS for the Deliverable. The foregoing constitutes the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.
- 8.2. WFS shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (i) the modification of any Deliverable by anyone other than WFS; or (ii) use of the Deliverables in conjunction with any data, equipment, service or software not provided by WFS, where the Deliverable would not otherwise itself be infringing or the subject of the claim.

### 9. Customer Responsibilities.

Customer understands and acknowledges that WFS is not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the Deliverables and it is not relying on WFS for any advice or guidance regarding laws and regulations. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of Customer's employees or former employees arising from the use of the Deliverables.

### 10. General Provisions

- 10.1. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the its obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.
- 10.2. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party by certified mail, return receipt requested. This Agreement contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by both parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally by both parties. No terms, provisions or conditions of any purchase order or invoices that either party may use in connection with this Agreement shall have any effect on the rights, duties or obligations of either party.
- 10.3. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express



## WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

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or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. This Agreement binds and enures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that facsimile counterpart signatures are acceptable.

- 10.4. Except for actions based upon breach of the terms of Section 6.1, no action arising out of any claimed breach of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the courts of Wayne County, Michigan, and shall be governed by and interpreted in accordance with Michigan law, regardless of choice of law provisions.
- 10.5. WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AS TO THE GLOBAL SERVICES, DELIVERABLES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WFS DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL ERRORS. NO LANGUAGE IN ANY APPLICABLE SOW SHALL SUPERSEDE THE WARRANTY DISCLAIMERS HEREIN.

### 11. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that WFS may not terminate this Agreement if Customer is not in breach of this Agreement and a SOW is uncompleted. Customer is responsible for payment for work performed prior to termination, including if applicable, payment on a time and materials basis for any agreed upon services or Deliverables for which WFS has not yet been paid. Notwithstanding anything contained herein to the contrary, in the event of the termination of Global Services under a fixed-fee SOW, Customer shall be billed on a time and materials basis at the then current rates for Global Services for unpaid work performed on any milestone for which Customer has not given written sign-off. Such time and materials rate shall be charged to the date of termination.

### 12. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 13 shall survive the termination of this Agreement.

### 13. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

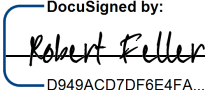
WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKFORCE SOFTWARE, LLC

Date: Jun-09-2020  
Signature:   
Printed Name: Robert Feller  
Title: Chief Financial officer



CITY OF ROSEVILLE

Statement of Work

WorkForce Suite Standard Enterprise  
Implementation

WorkForce Time

WorkForce ACT

WorkForce Advanced Scheduler



## Version History

| Date       | Description                                                                               | Author       |
|------------|-------------------------------------------------------------------------------------------|--------------|
| 3/19/2020  | Initial Version                                                                           | Josh Klein   |
| 2020.03.30 | Updates after scope validation call with Roseville                                        | Sam Terhaar  |
| 2020.04.14 | Updates after SOW review with Roseville                                                   | Sam Terhaar  |
| 2020.04.30 | Accepting all changes since last SOW review. Then updating SOW with most recent feedback. | Sam Terhaar  |
| 2020.06.02 | Removed Confidential Information                                                          | Alan Kleinke |



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Livonia, MI 48152

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# 1 Summary

This Statement of Work (“SOW”) specifies the agreement between WorkForce Software, LLC (“WorkForce”) and City of Roseville (“Customer”). Customer has selected the WorkForce Time Standard Enterprise implementation to support the following workforce management initiatives:

- Improve accuracy of payments to employees
- Automate accurate capture of employee time
- Provide self-service features to employees
- Enable web-based workflow for time off requests and submission/approval of time
- Integrate with HR, payroll, and other corporate systems
- Effectively schedule, monitor, and approve employee work time and absence time to improve payroll accuracy and reduce labor expenses

## 1.1 Product Scope

WorkForce provides a workforce management solution that supports multiple data collection options, configurable online workflow, flexible and powerful calculations, and robust integration capabilities.

WorkForce Suite consists of multiple product components, of which the following are in scope for this SOW:

- **WorkForce Time (“T&A”)**: T&A is a component of WorkForce Time that is designed to automate and standardize the time collection and approval processes
- **WorkForce Advanced Scheduler (“AS”)**: AS is a component of WorkForce Time that is designed to handle repeatable and automated employee scheduling.
- **WorkForce Absence Compliance Tracker (“ACT”)**: ACT is a component of WorkForce Time that is designed to automate approval workflows and eligibility analysis for state, federal, and provincial level leave regulation for the USA and Canada.

During the sales process, specific functionality may have been discussed, demonstrated, and reviewed with the Customer, not all of which is included in scope for this project. Only the features and functionality documented in this SOW are included in this project. Anything not explicitly described in this SOW is out of scope.

The following product components are available, but are not currently licensed or included in scope for this SOW:

- **WorkForce Forecasting and Scheduling (“F&S”)**: F&S helps customers to forecast variable demand, manage employee schedules by addressing staffing requirements, manage compliance and qualifications and company scheduling rules.
- **WorkForce Analytics**: WorkForce Analytics is a reporting tool that enables designated users to create custom views of the data that resides in the WorkForce Suite product suite
- **WorkForce Fatigue Management (“FM”)**: FM allows organizations to monitor work hours and rest periods to comply with corporate, industry, or regulatory guidelines

A detailed description of the WorkForce standard product behavior, typical configuration, and functional limits is provided in the *WorkForce Time & Attendance Base Product Functional Description* document. This document defines the extent of functionality available from a product perspective, while this SOW identifies the subset of that functionality that will be configured by WorkForce during this implementation.



### 1.2 Configuration Scope

Effort is required to enable and configure the solution. This SOW describes Services to only configure the features and functionality of the Solution identified and agreed upon in the first deliverable of the project. The scope defined in the first deliverable is based on documentation that Customer has shared with WorkForce and information gathered from the Customer. WorkForce has relied on Customer to provide the functional and technical requirements for this implementation engagement. It is imperative that the Customer reviews and understands this SOW to ensure that all required and expected functionality is included in scope, and the project approach, costs, and timing are documented as expected.

The WorkForce approach to delivering functionality in the Solution is based on common industry leading practices and WorkForce’s best practices. This includes leveraging pre-defined and pre-built standard functionality in The WorkForce Suite. Use of pre-built standard functionality provides for a standard base to work from. Where standard functionality is not suitable to meet Customer’s business rules, customer-specific configuration can be designed, configured, and tested.

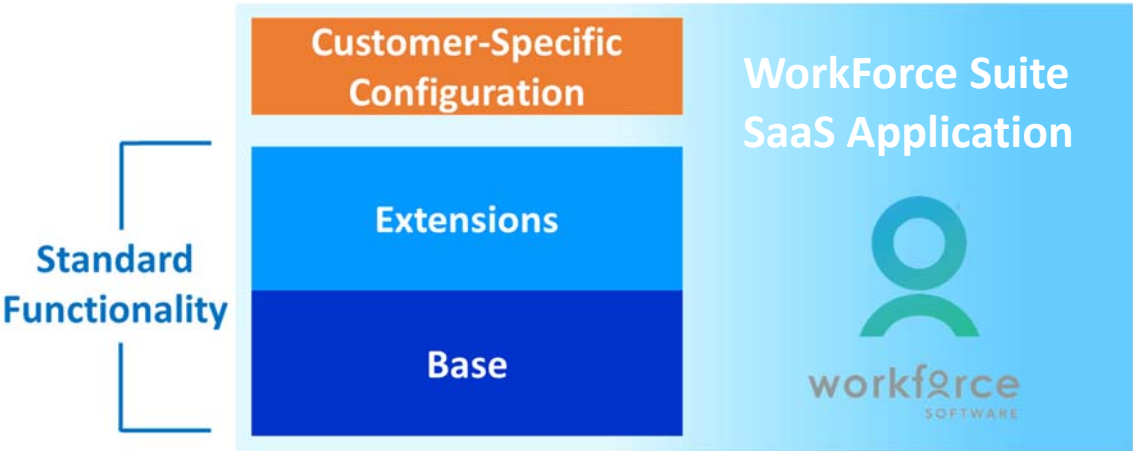
Any configuration of the Solution not explicitly described in the Configuration Scope shall be considered out-of-scope.

### 1.3 Project Overview

This Time & Attendance, Absence Compliance Tracker, and Advanced Scheduler project will be implemented for the City of Roseville. Customer specific requirements will be defined for all groups in a unified, enterprise approach. Once all requirements are defined, the solution design is developed, and the system is configured and tested. Upon completion of user acceptance testing, WorkForce will implement the solution over a 30-week period followed by a six-week deployment/stabilization/OCM period resulting in the project completion/closeout. The solution will be deployed in a big-bang approach where all employees and functionality deploy at once.

## 2 Project Approach

The WorkForce Suite contains standard functionality and supports customer-specific configuration to provide a complete business solution.



Base







The WorkForce Suite comes pre-loaded with many common workforce management-related business processes, calculations, and rules for complying with national and local regulations to serve as the foundation for the solution. WorkForce will assist Customer in completing the WorkForce Software Base Setup Questionnaire to define settings for behavior in the application's base functionality within available parameters.

### **Extensions**

The WorkForce Suite's base functionality can be expanded upon by enabling extensions. Extensions are pre-built functional components that address specific business processes or calculations. Customer selects the desired extensions with WorkForce's assistance based on Customer's knowledge of their business.

### **Customer-Specific Configuration**

When standard and extension functionality cannot be adopted or is incompatible with Customer's business, Customer may opt for the creation of customer-specific configuration. Customer-specific configuration is used to create any supported functionality in the Solution, other than that which is included in the base or extensions.

WorkForce strongly encourages the adoption of the WorkForce Suite's standard functionality where possible. This standard functionality represents WorkForce's best practices and is the most economical option for implementation and support of the Solution.

## **2.1 Implementation Methodology**

WorkForce utilizes a common and consistent methodology for implementation projects. Refer to the *WorkForce Software Implementation Methodology* document, which may be amended by WorkForce from time to time, for additional information.

## **2.2 Project Management**

### **2.2.1 Status Reporting**

Customer and the WorkForce Project Manager's will be responsible for managing their respective resources, activities, deliverables, milestones, and communications in accordance with the SOW and the project plan. Recurring project status meetings will be held to review issues, risks, and overall status of the project. The WorkForce Project Manager will document and distribute a recurring project status report to specified individuals. Key topics include:

- WorkForce and Customer activities, responsibilities, milestones, and deliverables
- Project issues and identified risks
- Financial state of the project
- Escalation of any critical items requiring support from the Customer Project Sponsor and WorkForce Project Director

Customer has existing resources with knowledge of the policy editor. Customer will participate in some configuration during the implementation. To support this, in addition to the typical weekly status meeting there will be a weekly configuration status meeting during the design, build, and validate phases of the project. The attendees will include configuration resources from Customer and WorkForce team. The weekly configuration status meetings will be 1 hour in length and include the following key topics:



- o High-level overview of WorkForce configuration done the previous week.
- o High-level overview of Customer configuration done the previous week.
- o Discussion on open configuration issues/questions
- o Discussion and planning on upcoming configuration tasks

### 2.2.2 Project Governance

Project Governance is performed by WorkForce and Customer to ensure the project is executed in accordance with the defined plan, utilizing standard processes and procedures. Governance also provides a framework for effective project decision making to ensure proper visibility and control of project issues and risks as they are identified. Further development of this process and the required roles and responsibilities from each team will be defined as part of the project management activity during the Plan Phase of the project.

### 2.2.3 Deliverable Acceptance

This section defines the formal Deliverable Acceptance process that will be followed throughout the project. Acceptance of a deliverable by Customer indicates that WorkForce has provided the deliverable per the agreed-upon acceptance criteria.

1. Items related to the completion of a deliverable will be documented and submitted to Customer for feedback.
2. Items consist of: verification of draft information, feedback, document updates, document redlines, replies, information or anything else needed by the requestor to complete the deliverable.
3. Once presented with the request for verification of the work in process, Customer will respond within ten business days (unless otherwise agreed to by the parties) to provide WorkForce the requested feedback or anything else needed by WorkForce to progress without impacting the schedule.
4. If Customer delays the response required pursuant to this Section, and such delay causes a material impact to the project schedule, Customer acknowledges that additional time and fees may be added via the Project Change Management Process.
5. Once submitted for approval, Customer approver will provide written notice to the WorkForce Project Manager of acceptance or rejection of the deliverable within ten business days.
6. If the deliverable is accepted, Customer approver shall provide a signed copy of the Deliverable Acceptance Form or email approval to the WorkForce Project Manager. The deliverable is then considered complete. If new changes are requested to the deliverable, modifications will be handled through the Project Change Management Process.
7. If the deliverable is rejected, Customer approver must provide written explanation as to the reason(s) for the rejection identifying all defects to be addressed. Such explanation shall contain sufficient detail to allow WorkForce to address such defects. Once the defects have been addressed, the Deliverable will be resubmitted for acceptance.
8. If Customer approver does not provide written acceptance or rejection of the Deliverable with reasons for rejection documented in writing, or provide a written request for additional time to review the deliverable prior to the end of the tenth business day, the deliverable shall be deemed accepted.
  - a. If more than ten business days is requested for review, both parties must agree on the amount of additional time to be granted to Customer for their review. During such additional time granted to Customer, if any, WorkForce will move forward with the project to maintain



- the established project schedule as if the deliverable were accepted unless communicated otherwise by Customer approver. If the project cannot move ahead, the WorkForce Project Team will suspend work on the project, which may result in additional costs being incurred due to project schedule impacts. Delays for approvals of deliverables may result in a change to the project, which would be handled through the Project Change Management Process.
- b. If a delay in the acceptance of any deliverable exceeds ten business days due to circumstances beyond the reasonable control of WorkForce, excluding the case of additional time granted as set forth in Section 4.a., all milestone payments associated with said delayed deliverables shall be released to WorkForce.
9. WorkForce and Customer are responsible for identifying the individuals with the authorization to approve deliverables.

2.2.4 Project Change Management

This section defines the formal Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this SOW during the project. WorkForce will not perform additional work not expressly defined in this SOW unless an approved Project Change Order (“PCO”) governing the change has been approved by both parties.

During the entire project, as changes to scope are identified, the WorkForce and the Customer project managers will work together to identify the gap and potential options, including impacts to functionality, process, schedule, or cost. Upon identification of a project change, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. The WorkForce Project Manager will submit the PCO for review and approval by the Customer Approver.

- 1. Once submitted, the Customer Approver will approve or reject such PCO within ten business days.
- 2. If the PCO is accepted, the Customer Approver will provide a signed copy of the PCO to the WorkForce Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly.
- 3. If the PCO is not accepted or rejected within ten business days and the Customer Approver does not request additional time to review the PCO, the WorkForce Project Team will proceed with the project as if the PCO has been rejected. Rejection of a PCO does not relieve Customer of any fees due. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
- 4. If a delay in approving the PCO is outside of the control of WorkForce and the delay results in additional costs to the project, the WorkForce Project Manager will notify the Customer Approver and add the additional costs to the pending PCO.

3 Roles and Responsibilities

3.1 WorkForce Project Team

The following table depicts the roles required by WorkForce to execute the scope of work defined in this SOW.



| Role(s)                      | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Director, Services</b>    | Works jointly with the project managers and Customer's executive leadership to provide strategic oversight and direction for the project; provides guidance on key Project Team concerns, and maintains tight controls over the project; serves as an escalation point for project concerns.                                                                                                                                                                                                                                                                              |
| <b>Project Manager</b>       | Responsible and accountable for the execution of the project plan and communication of status information. Primary WorkForce contact for all project activities; prepares and maintains a detailed project plan that identifies and assigns tasks, major milestones and dates for the Project Team, along with indications of the critical path and task dependencies. The Project Manager measures, tracks, and evaluates progress against both the project plan and Customer's budget, as well as coordinates and manages the activities of the WorkForce Project Team. |
| <b>Functional Consultant</b> | Works closely with the Project Team to analyze and document requirements, demonstrates and clarifies system functionality, provides software product expertise, and recommends best practices and business process improvements. The Functional Consultant tests the software configuration prior to delivery to Customer.                                                                                                                                                                                                                                                |
| <b>Technical Consultant</b>  | Configures the Solution; defines and develops system interfaces to support integration of the Solution with external systems; provides technical assistance necessary throughout the implementation. Configures the WorkForce data collection terminals and reporting services in accordance with the documented requirements.                                                                                                                                                                                                                                            |

## 3.2 Customer Project Team

The following table depicts the roles required by Customer to execute the scope of work defined in this SOW. Some resources may only be required for portions of the project, whereas others may require involvement earlier in the project. There may also be additional resource requirements or roles not listed that are identified during the project. The time commitment listed is per individual and may vary during the duration of the project.

| Role(s)                 | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                            | Time Commitment                          |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>Project Sponsors</b> | Accountable for the overall project; authority to deploy resources as necessary to ensure project success; may act as the Customer Approver; serve as an escalation point for project-wide issues, and ensure business readiness for the final product. Most importantly, the Sponsors maintain visible commitment in terms of time and communication activities for the implementation, and provide guidance and support to the Project Team as necessary. | 1-2 hours a week for duration of project |

| Role(s)                                               | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                    | Time Commitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Manager</b>                                | Responsible for project delivery, and carries out the day-to-day assignment of duties to Customer staff. Authority to make decisions, resolve issues, and engage staff as required. Act as the Customer Approver if designated by the Customer Sponsor. Keeps both WorkForce and Customer Sponsors aware of the decisions, commitments, and status of the project in a timely and efficient manner. | 1 Resource applies to AS, ACT, and T&A<br><br>20-30 hours a week for duration of project<br>*Validate phase may require full-time allocation                                                                                                                                                                                                                                                                                                                                             |
| <b>Functional Analysts and Subject Matter Experts</b> | Share knowledge of current, required policies and procedures during requirements definition and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the Test Cases, and conducts testing of the Solution.                                                                                                                                   | <b>Advanced Scheduler:</b><br>1 Resource Parks and Rec<br>1 Resource Police<br>10-15 hours per week for Confirm, Validate, and Deploy<br>5-7 hours per week for Plan and Build<br><b>Absence Compliance Tracker:</b><br>1 Resource<br>6-10 hours per week for Confirm, Validate, and Deploy<br>2-4 hours per week for Plan and Build<br><b>Time &amp; Attendance:</b><br>2 Resources<br>15-20 hours per week for Confirm, Validate, and Deploy<br>7-10 hours per week for Plan and Build |

| Role(s)                          | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Time Commitment                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Test Lead</b>                 | Responsible for Test Plan creation, development, coordination and completion of testing activities.                                                                                                                                                                                                                                                                                                                                                                                      | <b>Advanced Scheduler:</b><br>1 Resource Parks and Rec<br>1 Resource Police<br>8-12 hours per week for Build and Validate<br>2-4 hours per week for Confirm and Deploy<br><b>Absence Compliance Tracker:</b><br>1 Resource<br>6-10 hours per week for Build and Validate<br>2-3 hours per week for Confirm and Deploy<br><b>Time &amp; Attendance:</b><br>2 Resources<br>12-15 hours per week for Build and Validate<br>4-6 hours per week for Confirm and Deploy |
| <b>Application Administrator</b> | “Super-user” of the application, responsible for data, configuration, and system administration activities. Administers and monitors the Solution, and performs activities required during the Deployment phase. Conversant not only with the business practices and policies, but with the technologies required to support the application.                                                                                                                                            | 1 Resource applies to AS, ACT, and T&A<br><br><8 hours a week from Confirm to Deploy                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Technical Staff</b>           | Represents Customer’s systems infrastructure. Serves as an interface point to other information systems impacted by the project. Provides support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. Provides direction on network infrastructure logistics for site surveys and timeclock installation. Analyzes, develops, tests, and supports interfaces as specified in the BRD. | 1 Resource applies to all technical aspects of the project (e.g. Integrations)<br><br>8-12 hours a week for Confirm, Validate, and Deploy<br>4-6 hours a week for Plan and Build                                                                                                                                                                                                                                                                                  |
| <b>Training Staff</b>            | Responsible for scheduling training sessions and coordinating resources, customizing and distributing training materials, and delivers training to Customer resources.                                                                                                                                                                                                                                                                                                                   | 1 Resource for each group of employees (e.g. Union)<br><br>16-20 hours a week for Validate and Deploy<br>8-10 hours a week for Build                                                                                                                                                                                                                                                                                                                              |

| Role(s)                                           | Responsibilities                                                                                                                                                                                     | Time Commitment                                                                                                                    |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Organizational Change Management Staff</b>     | Responsible for implementing a structured organizational change management methodology, strategy, and plan, to ensure high user adoption of the system.                                              | 1 Resource applies to AS, ACT, and T&A<br><br>16-20 hours a week<br>Validate and Deploy<br>5-10 hours for Plan, Build, and Confirm |
| <b>On-going Self-Administration Support Staff</b> | Individuals responsible for post-go live system administration and support of the solution. Reference SaaS agreement for information related to training, processes and support related information. | 1 Resource applies to AS, ACT, and T&A<br><br><8 hours a week after go-live.                                                       |

### 3.3 Resource Plan

WorkForce will assign resources to perform the services in this SOW per the tasks and timelines represented in the project schedule. The amount of work to perform the services on the project vary by role and vary on the project timeline. Over the duration of the project, WorkForce resources are considered non-dedicated, part-time project resources. Any requests for resources beyond the allocations and timeline for this project will be managed through the Project Change Management Process. For clarity, resources are not dedicated to a single customer and are subject to availability.

Non-Dedicated, Part-Time, means that the WorkForce resources assigned to the project may also be working on other WorkForce projects simultaneously. For instance, if a certain portion of the project requires the equivalent of one full-time resource, it may be staffed with two resources at half allocation. Additionally, should WorkForce need to change resources mid-project, the Customer will be notified 20 days in advance. Knowledge transfer for this purpose will not be billable to the customer and will have no material impact on the deliverables stated in this SOW.

Customer will assign resources to support the services in this SOW per the tasks and timelines represented in the project schedule.

The table below represents an initial estimate of the customer related activity level for this project.

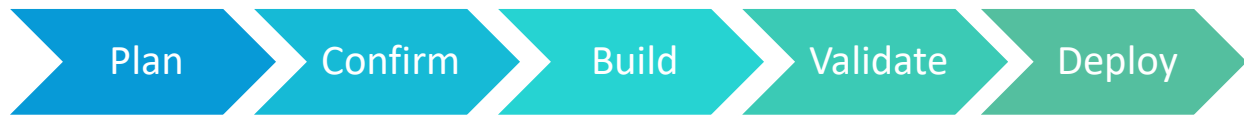
| Phase    | Engagement |
|----------|------------|
| Plan     | 100%       |
| Confirm  | 75%        |
| Build    | 50%        |
| Validate | 100%       |
| Deploy   | 50%        |

## 4 Timeline and Milestones

The following chart depicts the five phases of the WorkForce implementation methodology.







The estimated project Phases, Milestones and Deliverables are defined below. Any deviation from the defined scope or timeline will result in a Project Change Order (PCO) utilizing the WorkForce Project Change Management Process.

Within each phase, there are a series of deliverables that require contribution, completion and/or signoff by the Customer. It is imperative that the deliverables of each phase be completed prior to the initialization of the next phase. Any delays in completion of deliverables will result in a schedule delay, which will require a corresponding PCO be completed, prior to initialization of the next phase.

## 4.1 Project Phases, Milestones and Deliverables

The project shall last up to 36 weeks. Summary level information of the project phases, milestones and deliverables shall be agreed upon as the first deliverable of the project.

## 5 Additional Conditions

The following conditions were used in developing the project scope identified in this SOW. Any deviation may cause a change in project scope, project plan, and costs, which will be managed through the Project Change Management Process.

1. WorkForce deliverables are based on WorkForce's templates and documentation standards.
2. WorkForce personnel will use WorkForce laptops, tools, and e-mail addresses to perform work and communicate with Customer.
3. Customer will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project plan, including, but not limited to, requirements definition, review and approval of project documents, testing, and end-user training.
4. Customer is responsible for any additional WorkForce effort due to delays, unavailability of Customer systems, data issues, resource issues, or any other project issues that increase WorkForce effort required.
5. Customer will provide timely access to Customer project resources during the engagement. Customer and WorkForce will make every reasonable effort to respond to all inquiries within one business day.
6. All communication with WorkForce consultants will be conducted in English. Documentation produced by WorkForce or to be reviewed by WorkForce will be in English.

## 6 Fees and Expenses

### 6.1 Summary

The costs required to complete the services defined in this SOW are being invoiced through the "City of Roseville-WFS-US-SSS", "AMS Contract – City of Roseville", and "City of Roseville Workforce Standard Enterprise SOW" as indicated in the table below. Any modifications to the project scope, costs, or timing of this project will be detailed in a Project Change Order



("PCO") utilizing the WorkForce Project Change Management Process. All project change orders will be billed at \$225/hour.

| Category                                   | Cost                                    |
|--------------------------------------------|-----------------------------------------|
| Time & Attendance                          | See: "City of Roseville-WFS-US-SSS"     |
| Advanced Scheduler                         | See: "AMS Contract – City of Roseville" |
| Absence Compliance Tracker                 | See: "AMS Contract – City of Roseville" |
| Travel Expenses (13 trips see 6.1.2 below) | \$25,000                                |
| Education Services (Training Fees)         | \$37,760                                |
| <b>Total (Travel and Training)</b>         | <b>\$62,760</b>                         |

### 6.1.1 Education Services

The following training courses are required to support the objectives identified in this SOW.

| Number                            | Course Name                             | Duration | Class Size | Sessions | Cost            |
|-----------------------------------|-----------------------------------------|----------|------------|----------|-----------------|
| <b>Time and Attendance</b>        |                                         |          |            |          |                 |
| TMA00                             | T&A Core Functionality                  | 8 hours  | 15         | 1        | \$3,000         |
| TMA01                             | T&A Employee Functions                  | 4 hours  | 10         | 1        | \$2,500         |
| TMA02                             | T&A Manager Functions                   | 4 hours  | 10         | 1        | \$2,500         |
| TMA03                             | T&A Administrator Functions             | 8 hours  | 10         | 1        | \$3,500         |
| <b>Advanced Scheduler</b>         |                                         |          |            |          |                 |
| ASC00                             | AS Core Concepts                        | 4 hours  | 15         | 1        | \$1,500         |
| ASC01                             | AS Scheduler Functions                  | 4 hours  | 8          | 1        | \$2,500         |
| ASC02                             | AS Administrator Functions              | 8 hours  | 8          | 1        | \$3,000         |
| <b>Absence Compliance Tracker</b> |                                         |          |            |          |                 |
| ACT00                             | ACT Core Concepts                       | 4 hours  | 15         | 1        | \$1,500         |
| ACT01                             | ACT Employee and Case Manager Functions | 4 hours  | 10         | 1        | \$2,500         |
| ACT02                             | ACT Administrator Functions             | 3 hours  | 8          | 1        | \$2,000         |
| <b>Reports Training</b>           |                                         |          |            |          |                 |
| ANL01                             | Ad Hoc Reporting                        | 4 hours  | 6          | 1        | \$1,500         |
| CT120                             | Database Schema Essentials              | 12 hours | 3          | 1        | \$5,040         |
|                                   |                                         |          |            |          |                 |
| CT125                             | Custom Report Development (Crystal)     | 16 hours | 3          | 1        | \$6,720         |
| <b>Education Services Total</b>   |                                         |          |            |          | <b>\$37,760</b> |

All courses above assume "train the trainer" approach. End User training will be delivered by the Customer. All courses in the table above will be delivered with training manuals. The training





manuals will be provided to the customer and they can be used/modified by the customer for end user training.

WorkForce training courses are provided according to the descriptions outlined in the WorkForce Learning Management System (LMS) (<http://www.workforcesoftware.com/services/customer-education/>). All expenses for customer on-site training are the responsibility of the customer.

### Customer Certification

The SaaS agreement includes the cost of up to five total seats spread across Level 1,2, and 3 certification courses. Additional customer user certification is available as indicated in the table below.

| Number | Course Name                                       | Duration | Seat | Cost    |
|--------|---------------------------------------------------|----------|------|---------|
| CT101  | Level 1: T&A System Troubleshooting               | 20 hours | 1    | \$3,360 |
| CT102  | Level 2: T&A Configuration Maintenance            | 16 hours | 1    | \$2,240 |
| CT103  | Level 3: T&A Advanced Configuration Maintenance 1 | 20 hours | 1    | \$3,360 |

The training courses and training prices provided herein are valid for a period of one (1) year from the effective date of this Agreement, however, WorkForce reserves the right to eliminate courses from its course catalogue, provided such elimination is for all customers.

### 6.1.2 Location of Services

The following Services will be performed at the specified Customer location:

- Customer Location: Roseville, CA

| Phase          | Purpose                                    | Duration | Consultants                               | Trips Used |
|----------------|--------------------------------------------|----------|-------------------------------------------|------------|
| Confirm        | Onsite requirements gathering T&A and ACT  | 5 days   | Functional Consultant and Project Manager | 2          |
| Confirm        | Onsite requirements gathering AS           | 3 days   | Functional Consultant                     | 1          |
| Confirm        | Onsite requirements gathering Integrations | 3 days   | Integration Architect                     | 1          |
| Confirm/Design | Onsite requirements review T&A and ACT     | 3 days   | Functional Consultant T&A and ACT         | 1          |





|                |                                           |        |                                                                                     |           |
|----------------|-------------------------------------------|--------|-------------------------------------------------------------------------------------|-----------|
| Confirm/Design | Onsite requirements review AS             | 3 days | Functional Consultant AS                                                            | 1         |
| Confirm/Design | Onsite requirements review Integrations   | 3 days | Integration Architect                                                               | 1         |
| Validate       | Onsite train the trainer T&A, ACT, and AS | 5 days | Functional Consultant T&A and ACT.<br>Functional Consultant AS                      | 2         |
| Deploy         | Onsite deployment support                 | 5 days | Functional Consultant T&A and ACT.<br>Functional Consultant AS.<br>Project Manager. | 3         |
| Deploy         | Onsite first payroll support              | 3 days | Functional Consultant                                                               | 1         |
| <b>Total</b>   |                                           |        |                                                                                     | <b>13</b> |

All other Services will be delivered remotely. If additional trips are needed, the travel fees will be billed through a project change order.

## 7 Terms and Conditions

This SOW is attached to and incorporates the terms of the Master Consulting Agreement (the “Agreement”) by and between WorkForce and Customer.

The pricing, information and timeline contained within this SOW is valid for 60 days from the date of this document. If the SOW is not signed within said 60-day period, it is subject to change by WorkForce at its sole discretion.

The planned sign-off date for this SOW is June 2020. If the SOW is signed June 2020 the project will begin October 2020, unless a different start date is mutually agreed upon.





## 8 Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Roseville

Date: \_\_\_\_\_

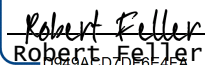
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WorkForce Software, LLC

Date: Jun-09-2020

Signature: 

Printed Name: Robert Feller

Title: Chief Financial Officer







## WORKFORCE SOFTWARE SAAS AGREEMENT

This WorkForce Software SaaS Agreement (the "Agreement") is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the "Customer" defined below.

Customer Name: City of Roseville

Address: 311 Vernon Street

Roseville, CA 95678

### 1. Definitions

- 1.1. "Affiliate" means a legal entity separate from and controlled by or under common control with the either party. For purposes of this Agreement, the term "control" shall mean ownership of a beneficial controlling interest.
- 1.2. "Customer Data" shall mean any content, materials, data and information provided by the Customer to WFS in the course of using the SaaS Service.
- 1.3. "Documentation" shall mean all written or electronic materials provided to Customer by WFS for facilitating use of the SaaS Service as applicable, but does not include advertising or similar promotional materials.
- 1.4. "Effective Date" is the Schedule Effective Date of the first executed Schedule.
- 1.5. "e-Learning Courseware" shall mean video or online training content and related materials which may be provided to Customer by WFS under a separate Schedule to this Agreement.
- 1.6. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power, electrical or Network outage, which renders the SaaS Service temporarily unavailable or permanently affects or prevents performance under this Agreement.
- 1.7. "Intellectual Property Rights" shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the SaaS Service.
- 1.8. "Network" means the Internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
- 1.9. "Party" or "Parties" shall mean WFS or Customer individually or collectively.
- 1.10. "Production Environment" means an environment provided in the SaaS Service which Customer uses for live processing.
- 1.11. "Related Systems" shall mean Customer owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet



connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service if they are not configured or operating properly or are operating in such a manner as to cause an interruption or failure of the SaaS Service, whether or not provided by or configured by WFS.

- 1.12. "SaaS Service" or "SaaS Services" means the provision of access to and use of WFS software as a service platform, together with the provision of updates and upgrades, and related services including maintenance and support, all in accordance with the Agreement and the applicable Schedule.
- 1.13. "Schedule" means one or more written orders listing the services to be delivered to the Customer which is signed by both WFS and the Customer which references this Agreement.
- 1.14. "Service Level Agreement" or "SLA" means the service levels specified in Exhibit A.
- 1.15. "Support Services" shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.

## 2. Services Delivered

- 2.1. WFS shall provide access to the SaaS Service to Customer via the Network as specified in the Schedules. Any use of the SaaS Service prior to the Commencement Date specified in the Schedule(s) shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, Customer may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.
- 2.2. WFS may periodically update ("Update") the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.
- 2.3. Customer shall limit the access to the SaaS Service to its own employees, consultants, and other authorized users and shall not make the SaaS Service available to third parties or make it available on a service bureau basis.
- 2.4. WFS shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the Customer Data. WFS shall promptly notify Customer of any unauthorized access to the SaaS Service which WFS detects.
- 2.5. WFS shall periodically backup the Customer Data ("Backup Services") as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of Customer Data from the backup as soon as WFS is notified or becomes aware of the need to restore data. WFS shall not be responsible if Customer Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Customer. Customer Data shall not be used by WFS for any other purpose except to provide the services contemplated under the Agreement. WFS shall not preserve such Customer Data longer than contracted.
- 2.6. In a Force Majeure event, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and may require Customer to make changes to the procedures used to access the SaaS Service. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all

or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the party's obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

- 2.7. WFS shall provide the Support Services specified in the Support Plan. The Support Plan description attached as Exhibit B provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

### 3. Customer Responsibilities

- 3.1. Customer shall be responsible for entering its Customer Data into the SaaS Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to WFS that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.
- 3.2. Customer has sole responsibility to maintain the integrity, confidentiality and availability of information on Customer equipment.
- 3.3. Customer has sole responsibility to (a) check the accuracy of information processed using the SaaS Service, (b) run all normal processes and procedures within the SaaS Service such as end of period processing, imports, exports, and file transfers, and (c) manage and configure its Related Systems and ensure they operate properly. When using and applying the information generated by the SaaS Service, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. Customer agrees: (i) using the SaaS Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, and (ii) Customer does not rely upon WFS or the SaaS Service for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents.
- 3.4. Customer assumes all responsibilities and obligations and expertise with respect to (a) the selection of the SaaS Service to meet its intended results, and (b) any decision it makes based on the results produced by the SaaS Service. Customer understands and acknowledges that WFS and the Third Party Content Vendors are not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the SaaS Service and it is not relying on WFS and the Third Party Content Vendors for any advice or guidance regarding laws and regulations. Customer shall review all calculations and determinations made using the SaaS Service and satisfy itself those results are accurate. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by Customer. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of its employees or former employees arising from the use by Customer of the SaaS Service.
- 3.5. Customer is solely responsible to ensure Related Systems operate properly. The support provisions of this Agreement do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by Customer modifications to the SaaS Service or behavior in Related Systems it shall notify Customer and request approval to provide additional assistance (if

applicable). Should Customer give its approval, the additional time spent by WFS after such approval shall be billed to customer on a time and materials basis at the then current rates.

- 3.6. Customer shall not perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests. Notwithstanding the foregoing, stress testing, load testing and security testing shall not be allowed for WorkForce Forecasting & Scheduling.
- 3.7. Customer shall change all passwords used to access the SaaS Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform WFS thereof without undue delay and promptly change the password. Customer will terminate old users in the SaaS Service.
- 3.8. Customer is responsible for monitoring user access to the SaaS Service.
- 3.9. Customer is responsible for the connection to the SaaS Service, including the Internet connection.

#### 4. Term and Termination

- 4.1. The term of this Agreement starts on the Effective Date and terminates when all Schedules terminate. Schedules automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term shall increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term.
- 4.2. The provisions of Sections 2.5, 2.6, 3, 5, 7, 8.4, 8.5, 8.6 and any payment obligations incurred by Customer prior to or upon termination shall survive termination of this Agreement.
- 4.3. If either party commits a material breach of this Agreement, and should such breach not be corrected within thirty (30) days after receipt of written notice from the non-breaching party, this Agreement may be terminated by the non-breaching party upon written notice. Notwithstanding the foregoing, if the nature of the breach requires longer than thirty (30) days to cure, and WFS is taking commercially reasonable efforts to cure such breach at the end of the initial thirty (30) day cure period, WFS shall have a reasonable time thereafter to continue to effectuate a cure of such breach. Upon termination in such instance, WFS shall refund the unexpired portion of any fees paid. Customer may terminate this Agreement for cause, upon written notification to WFS, in the event of two (2) or more failures of the SaaS Service to perform substantially as set forth in the Documentation within any six (6) month consecutive period. Customer must notify WFS of its intent to terminate within sixty (60) days of the second (or additional failure within the six (6) month time period) or the option to terminate for the aforementioned failures shall be null and void but would not invalidate the option to terminate for future failures of two (2) or more.
- 4.4. Upon the effective date of termination, Customer's access to the SaaS Service will be terminated. Thirty (30) days after the effective date of termination, WFS shall have no obligation to maintain or provide any Customer Data. Upon termination of the Agreement, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data. All indemnifications relating to the unauthorized disclosure of Customer Data shall continue until such data is returned to Customer or destroyed.

#### 5. Proprietary Right, Non-Disclosure

- 
- 5.1. Each party shall maintain as confidential and shall not disclose, publish, or use for purposes other than as intended in this Agreement the other party's Confidential Information except to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such information in connection with the recipient's performance of its rights and obligations under the Agreement and in the normal course of its business and who are bound by confidentiality terms no less stringent than the terms contained herein. "Confidential Information" shall include, but shall not be limited to, Customer Data, the SaaS Service, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information, business plans, technology, marketing or sales plans that are disclosed to a party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. Each party shall protect such Confidential Information with reasonable care and no less care than it would exercise to protect its own Confidential Information of a like nature and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.
- 5.2. Either party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that party's securities are listed, quoted, and/or traded.
- 5.3. Breach of the obligations in Section 5 may cause irreparable damage to the disclosing party and therefore, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief for such breach. In the event of any litigation to enforce or construe this Section 5, the prevailing party shall be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees, costs and expenses.
- 5.4. WFS shall retain all rights, title, and interest in the e-Learning Courseware, Third Party Services and the SaaS Service. Customer shall not alter, modify, copy, edit, format, translate, or create derivative works of these materials, except as provided herein or when approved in writing by WFS.
- 5.5. As between WFS and Customer, Customer shall own all title, rights, and interest in Customer Data.
- 5.6. Both parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the parties. Customer hereby consents to the use, processing and/or disclosure of Customer's data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.
6. Payments, Credits, and Refunds

- 
- 6.1. Customer shall pay all fees specified in the Schedule(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on services purchased in the Schedule(s) and overage fees, (ii) payment obligations for the Service Term specified in each Schedule are non-cancelable and fees paid are non-refundable, (iii) the quantities ordered under the Schedule cannot be decreased during the term, and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the Customer may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the Customer quarterly in arrears at 125% of the unit prices specified in the Schedule ("Overage Fees").
- 6.2. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone based systems).
- 6.3. Customers outside of the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted.
- 6.4. Upon written notice by Customer to WFS of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, WFS shall credit Customer the fees as calculated in the SLA towards the next payment due from Customer. The credits provided to Customer shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.
7. Warranties and Indemnifications
- 7.1. WFS shall, at its expense, indemnify, defend and hold Customer harmless from and against any third-party claim that the SaaS Service infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies WFS of any such claim, and (b) permits WFS to defend with counsel of its own choice, and (c) Customer gives WFS such information and/or assistance in the defense thereof as WFS may reasonably request. In no event shall Customer settle any such claim without the written consent of WFS. If the SaaS Service is adjudged to infringe an Intellectual Property Right by a court of competent jurisdiction, WFS shall, at its expense and election either: (i) procure the right for Customer to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate the affected Schedule and refund the unexpired portion of any fees paid. In no event shall WFS, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the SaaS Services or Documentation by anyone other than WFS, or (b) the Customer's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the Customer by WFS, or (c) the Customer's use of the SaaS Services or Documentation after notice of the alleged or actual infringement from WFS or any appropriate authority. The provisions of Section 7.1 constitute the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.
- 7.2. WFS represents and warrants: (a) it has the right to grant the rights specified herein, and (b) the SaaS Service will not contain any viruses or Trojan horses.

7.3. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WFS AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS IN A SIGNED WRITING EXECUTED BY A WFS EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND WFS. WFS DOES NOT WARRANT THAT THE SAAS SERVICE OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL NON-MATERIAL ERRORS.

7.4. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.

7.5. WFS's liability hereunder for damages shall not, in any event, exceed the three times (3X) fees paid by Customer in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule to which the default relates. The limitations specified in this Section 7.5 shall not apply to a breach of the non-disclosure provisions of Section 5, the indemnification provisions of Sections 7.1 any death, personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS's staff while on-site at Customer's locations.

## 8. General Provisions

8.1. Each party may include the other party's name in a list of its clients, vendors, or service providers. Each party may make reference to the other in an initial press release, provided that any such press release will require the review and prior written consent of both parties, which shall not be unreasonably withheld, conditioned, or delayed.

8.2. In recognition of the pricing provided under this Agreement, Customer shall (subject to its reasonable right to review and approve): (a) allow WFS to include a brief description of the SaaS Service and Global Services furnished to Customer in WFS promotional materials, and (b) allow WFS to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials, and (c) serve as a reference for WFS potential clients.

8.3. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party at the addresses set forth herein addressed to Legal Department, by certified mail, return receipt requested. This Agreement, including all Schedules, contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by the parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally the parties. No terms, provisions or conditions of any purchase order or other document that Customer may use in connection with this

Agreement shall have any effect on the rights, duties or obligations of either party. Unless expressly stated to the contrary in any Schedule, any terms or conditions specified in the Agreement shall prevail over terms and conditions in the Schedules. Silence shall not constitute a conflict.

- 8.4. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles provided in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. Customer may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation or reorganization of the Customer. For assignments related to internal reorganizations of Customer, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld, conditioned or delayed. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that reliable copies such as scanned or facsimile counterpart signatures are acceptable.
- 8.5. No action arising out of any claimed breach of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of Placer County, California, and shall be governed by and interpreted in accordance with California law, without regard to choice of law provisions.
- 8.6. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Exhibits indicated below as of the Effective Date.

## EXHIBITS

[x] Exhibit A – Service Level Agreement

[x] Exhibit B – Support Plan Descriptions

[x] Exhibit C – Data Security Addendum

[x] Exhibit D – Privacy Addendum



- [x] Exhibit E – Data Retention Policy
- [x] Exhibit F – Third Party Services

CUSTOMER

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WORKFORCE SOFTWARE LLC

Date: Jun-09-2020

DocuSigned by: \_\_\_\_\_

Signature: Robert Peller

Printed Name: ROBERT PELLER

Title: Chief Financial Officer



## EXHIBIT A – SERVICE LEVEL AGREEMENT

WFS shall provide the following service levels for the SaaS Service during the term of this Agreement.

| Service Area                             | Service Level Commitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Uptime Commitment</b>                 | Production Environments: 99.5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Backup Services</b>                   | WFS is responsible for backup and restore of data stored in the SaaS Service. WFS shall backup all Customer Data in its entirety every seven (7) days. WFS shall backup all changes to Customer Data every twenty-four (24) hours.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Data Retention</b>                    | Customer Data will be kept online for three (3) years or 30 days from end of the contracted service, whichever comes first. Upon Customer's request, WFS will retain Customer Data for a period longer than three (3) years according to the fee schedule listed in the WFS Data Retention Policy.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Disaster Recovery Time Objective</b>  | <ul style="list-style-type: none"> <li>Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster.</li> <li>Failover of WorkForce Forecasting &amp; Scheduling Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster in the Amsterdam data center.</li> <li>Failover of other WorkForce Forecasting &amp; Scheduling Production Environment functionality to the Disaster Recovery site will occur within twenty-four (24) hours of WFS declaring a Disaster in the remaining data centers.</li> </ul> |
| <b>Disaster Recovery Point Objective</b> | Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## NOTES, DEFINITIONS, AND ADDITIONAL TERMS

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.
2. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
3. "Excluded Downtime" means Total Minutes in the Month attributable to:
  - (i) Scheduled Maintenance Windows;
  - (ii) SaaS Service updates;
  - (iii) Content provided by Third Party Content Vendors;

- (iv) Unavailability caused by factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.

4. "Month" means a calendar month.
5. "Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.
6. "Scheduled Maintenance Windows" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for the US and Canada data centers; (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for the European data centers; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for the Asia Pacific/Australia data centers; (d) for an extended maintenance window in which case the customer will be notified at least ten (10) business days in advanced; and (e) a maintenance window scheduled with the customer to perform maintenance or updates to the customer's Production Environment.
7. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer and is calculated as follows:

$$\text{SystemAvailabilityPercentage} = \left( \frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$

8. Data collection terminals will continue to accept swipes during system downtime and swipes will be uploaded when the Online System becomes available.
9. If Customer elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.
10. Customer shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime and Support Estimated Resolution Times obligations herein for a period of ninety (90) days from the date such increase occurred.
11. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
12. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after service has been fully restored at the primary facility.
13. Access to archived or backup data, if available, will be quoted to Customer, provided as a Global Service, and may be made available as a database extract or in a separate environment.

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## CREDITS IF WFS FAILS TO MEET THE UPTIME COMMITMENT

If Customer provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a month, WFS will credit to Customer 2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees.

## EXHIBIT B – SUPPORT PLAN DESCRIPTIONS

### A. Estimated Service Levels

| Support Ticket Type | Initial Response Times                                                    |                                      |
|---------------------|---------------------------------------------------------------------------|--------------------------------------|
| Severity Level 1    | 1 Hour from Initial Request (24x7)**                                      |                                      |
| Severity Level 2    | 2 Hours from Initial Request (24x7)**                                     |                                      |
| Severity Level 3    | 1 Business Day from Initial Request*,**                                   |                                      |
| Support Ticket Type | Estimated Resolution Times                                                |                                      |
|                     | WorkForce Suite (excluding WorkForce Forecasting and Scheduling and DCTs) | WorkForce Forecasting and Scheduling |
| Severity Level 1    | 4 Hours from Initial Response                                             | 1 Day from Initial Response          |
| Severity Level 2    | 1 Business Day from Initial Response                                      | 1 Month from Initial Response        |
| Severity Level 3    | 3 Business Days from Initial Response*                                    | 2 Months from Initial Response*      |

\*Excepting requests that require a patch or new functionality.  
\*\*Standard support Customers: 85% commitment to achieving response SLA guarantee.  
\*\*Premium support Customers: 98% commitment to achieving response SLA guarantee.

### B. Severity Level Definitions

- Severity Level 1:** Production application services are down and no workaround is immediately available. All or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption. Business operations have been severely disrupted. Severity 1 support requires the client to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active.
- Severity Level 2:** Major application functionality is severely impaired and a temporary workaround is available. Application services are impaired however continue to function without an immediate impact to the critical components of the application. Long term issues may occur if not addressed however are not imminent. A major business milestone is at risk.
- Severity Level 3:** All other issues not categorized as Severity Level 1 or 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS product.

### C. General Plan Definitions, Hours and Availability

- Response time is the time from Customer’s call into WFS until a return call is provided.
- WFS support will make analysts available for phone contact Monday through Friday from 8:00 am – 6:00 pm during the business hours observed in Customer’s time zone (where Customer’s headquarters are

located), excluding the holidays listed below. For the purposes of this document, those business hours will be described as “Standard Support Call Times.”

- WFS and its support staff observe public holidays of England, New South Wales or U.S federal holidays. No live support is offered to Customer on those days, except for Severity Level 1 and Severity Level 2 issues.
- WFS provides Live Phone Support coverage for critical issues outside of Standard Support Call Times as defined below:

| 24 x 7 Live Phone Support |                                                                |
|---------------------------|----------------------------------------------------------------|
| Severity Level 1          | Included                                                       |
| Severity Level 2          | Included                                                       |
| Severity Level 3          | Will be addressed according to the Estimated Resolution Target |

- WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Support Period.
- WFS support will address reported “defects” to WFS applications, which result in a loss of previously available functionality and performance.
- New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc. will be routed to WFS’s Service Request Department for completion.
- All Global Services will be directly invoiced to customer as Billable Technical Support at the applicable hourly rate after services have been rendered.
- All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.
- Customers selecting Standard Support are able to elect up to six (6) Support contacts and understands that a minimum of two (2) contacts must be Level 1 Certified at all times. Premium Support Customers are able to elect up to ten (10) Support contacts and understands that a minimum of two (2) contacts must be Level 2 Certified at all times.
- Standard Support Customers are granted two (2) free registrations, based on products purchased, to:
  - o Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting
- Premium Support Customers are granted two (2) free registrations to Customer Support Level 1 courses listed above and the following Level 2 courses identified below, based on products purchased:
  - o Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration
- Once the Customer has utilized it’s two (2) free registrations as described above, any other registrations are billed at market price. For clarity, any renewal terms are not granted additional free registrations.

- Customers without either Standard or Premium Support Plans must pay the market price for Customer Certification courses.
- Certified Contact will be defined as support contacts that have successfully completed Level 1: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting and/or Level 2: Time and Attendance Configuration Maintenance and/or Forecasting and Scheduling Administration.
- Customer Certification Level 1: Time and Attendance Troubleshooting and Customer Certification Level 1: Forecasting and Scheduling Troubleshooting are prerequisites for Customer Certification Level 2: Time and Attendance Configuration Maintenance and/or Customer Certification Level 2: Forecasting and Scheduling Administration respectively.
- Customer's uncertified contacts will have access to WFS support staff to report only Severity Level 1 or 2 incidences.
- Certified Contacts are required to request and approve all alterations of the Service.
- New WFS Customers: the named certified contacts shall be selected by Customer and shall complete the Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting course within one hundred eighty (180) days of the Agreement Effective Date and Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration within sixty (60) days of implementation "Go Live".
- Renewal Customers: the named certified contacts shall be selected by Customer and shall complete the WorkForce Certification Process within sixty (60) days of the agreement Effective Date.
- Certification remains valid for two (2) years and must be renewed within sixty (60) days of the anniversary of the certification Effective Date.
- If any of the named certified contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WorkForce Certification Process within sixty (60) days of being selected.
- Customers electing the Premium support plan will receive a twenty (20) percent discount on WFS's standard rates for all post implementation "Go Live" Services. The foregoing discounts shall not apply to any Managed Services.
- Premium Support Plan Customers will receive a twenty (20) percent discount on VISION registration fees and one (1) Health Check Service per schedule term, as requested, starting upon the schedule effective date.
- Health Check Service is defined as an in-depth analysis of the configuration/environment where WFS consults with the customer, conducts interviews and provides an executive summary of recommendations.
- Premium support plan Customers will be provided access to WFS's Compliance Portal.
- Additional terms and conditions, which can be accessed via web pages from within the Compliance Portal, shall apply to Customer and remain in full effect throughout the full term of this Schedule.



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#### D. Data Collection Terminals (if applicable)

- “DCT” shall mean the data collection terminal(s) rented or purchased under an applicable Schedule. If the DCT is rented by the Customer under a Hardware Rental Schedule, the term of the DCT Support Plan shall match the term of the rental. If the DCT is purchased by the Customer under a Hardware Purchase Schedule, the term of the DCT Support Plan shall be listed in the applicable Schedule, subject to any renewal terms.
- DCT Severity Level Definitions:
  - Severity Level 1: A critical problem that renders one or more key functions of the DCT unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
  - Severity Level 2: Any other critical problem that renders one or more key functions unusable.
  - Severity Level 3: Any other problem with the DCT that is not at the Severity 1 or Severity 2 level.
- Both Support Plans cover the cost of parts, labor, and shipping to Customer’s facility for any covered repairs for manufacturer’s defects and manufacturer’s workmanship of the DCT. Customer is responsible for shipping charges to WFS. To make a support claim, Customer shall first contact WFS and speak to the WFS support department. After diagnosis and upon authorization, Customer will be provided shipping instructions to return the unit to WFS for repair.
  - Under Standard Support, WFS repairs the DCT, or if in its opinion such repair cannot be made, it will provide a replacement DCT. Repairs are generally completed within 5-10 business days. WFS makes no delivery guarantees for delays caused by international shipping or customs. WFS will return units to the Customer at no charge via ground shipping. Alternate shipping methods may be selected by the Customer at an additional charge.
  - Under Premium Support, WFS ships a replacement DCT overnight at no cost to Customer the same business day (or the next business day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees for delays caused by international shipping or customs. Customer ships the faulty DCT to WFS concurrently via ground shipping. If the faulty DCT is not received within ten (10) business days, Customer will be invoiced for the DCT shipped.
- The Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided.
- Customer shall be responsible for all set up and maintenance of the DCT’s on Customer site. WFS will not provide installation assistance under either Support Plan.
- Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for DCT extend or be effective beyond six (6) years from the Effective Date except upon mutual agreement of the parties.
- Discounts and replacement options do not apply to IVR systems. Contact WFS for additional information on IVR.

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- Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to Customer at WFS's standard charges for parts and labor upon receipt of any such DCT. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WFS's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the Customer.
  - THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WFS WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WFS BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WFS'S LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.
  - The Support Plans provide for full intellectual property indemnification of Customer for the DCT and the DCT Software while under support, per the indemnification provisions of the Agreement.

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## EXHIBIT C - DATA PROTECTION

WFS will adhere to best practice standards in security risk management for the SaaS Service.

### 1. Data Protection Planning and Management

- 1.1. Data Protection Program - WFS will implement and maintain a data protection strategy, program, policies, and initiatives to ensure the security, privacy and relevant regulatory requirements are updated and met consistently.
- 1.2. Risk Assessment and Treatment - The Information Security function in association with the Legal function will have developed an enterprise-wide risk management program that integrates governance, risk management, and compliance at all key operational levels such as: security, privacy, regulatory requirements, business operations, customers' requirements, etc.
- 1.3. Data Protection Policies - WFS will develop and implement data protection policies and standards that apply to all employees, contractors, part-time and temporary workers to perform work on company premises.
- 1.4. Security and Privacy Awareness Training Program - An awareness training methodology will be in place to ensure that WFS's policies and standards are being adhered to by employees, contractors, part-time and temporary workers.
- 1.5. Code of Conduct and Acceptable Use Policy - WFS will ensure that all employees, contractors, part-time and temporary workers processing, having access to, or managing Customer data as well as working directly with customers adhere to a Code of Conduct and Acceptable Use Policy.
- 1.6. Regulatory Requirements and Industry Best Practices - WFS will exercise due diligence to ensure compliance with various regulatory requirements. In addition, WFS will provide Customer evidence of compliance with SSAE 16, SOC 2 and other industry standard requirements as applicable.
- 1.7. WFS will ensure that its data protection program includes the use of appropriate vulnerability scanning tools and techniques to scan for vulnerabilities in its information systems that impact Customer data. Scanning activities will be scheduled to avoid interference with Customer' operations and network traffic.

### 2. Physical and Environmental Security

- 2.1. Alternate Secure Site - WFS will identify an alternate secure site for the storage of information system backup media.
- 2.2. Physical Access Points - WFS will control all physical access points (including designated entry/exit points) to facilities containing information systems and issues appropriate authorization credentials for personnel with authorized access to facilities containing information systems (except for those areas within the facilities officially designated as publicly accessible). WFS will ensure that third-party colocation providers meet WFS minimum standards for access security, but that actual management of that security will be performed by the colocation provider.
- 2.3. Eavesdropping prevention - WFS will control, using commercially reasonable standards, the physical access to information system transmission lines carrying unencrypted or unencrypted information to prevent eavesdropping, in-transit modification, disruption, or physical tampering.

### 3. Operational Procedures and Responsibilities

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- 3.1. Change Management - WFS will use commercially reasonable standards to manage changes to information systems within our control.
  - 3.2. Separation of Duties - WFS's information system will enforce separation of duties through assigned access authorizations.
  - 3.3. Malicious Software Prevention - Appropriate controls (anti-virus software, anti-malware, patch management) will be implemented to detect, remove and to prevent the introduction or spread of unauthorized software, malicious software, and other malware.
  - 3.4. Backup Management - WFS will adhere to best practice standards with regards to backups of data and information systems. Backups will be recovered in a timely manner in case of system failures.
  - 3.5. Media Management - Appropriate controls over media creation, storage and disposal will be in place to protect Customer data from unauthorized access.
  4. Network Security Management
    - 4.1. Attack Prevention - WFS will employ adequate measures to protect the networks hosting information systems against or limit the effects of attacks by unauthorized users.
  5. Online Transactions – Data Encryption
    - 5.1. Encryption Mechanisms - Controls to ensure the use of encryption mechanisms, preventing unauthorized disclosure of information, will be used by WFS to satisfy data protection requirements. Such controls will ensure data is protected while being transmitted and at rest unless protected by alternative physical measures.
  6. Online Transactions – Information Integrity
    - 6.1. Unauthorized Changes - WFS's information system will use its best efforts to protect against unauthorized changes to information.
  7. Monitoring
    - 7.1. Access Monitoring – Authorized and unauthorized access to WFS's information system will be monitored.
  8. Access Control
    - 8.1. NDA - All contractors, consultants, and temporary employees of WFS will sign the WFS Non-Disclosure Agreement.
    - 8.2. Account Review – WFS will review user accounts accessing customer data on a regular basis. Frequency will be based on application risk and data classification. Inactive accounts will be deactivated following WorkForce Software policies and standards.
    - 8.3. Separation of Duties - WFS's information system will use commercially reasonable efforts to enforce separation of duties through assigned access authorizations.
    - 8.4. Least Privilege - The information system will use commercially reasonable efforts to enforce the most restrictive set of rights/privileges or accesses needed by users for the performance of specified tasks.
    - 8.5. Need-to-know Only Principle - WFS will use commercially reasonable efforts to ensure that the use of data by end-users is based on the need-to-know only principle.
    - 8.6. Password Use - All WFS users will be required to change passwords, avoiding re-using or cycling old passwords, and at regular intervals of 90 days or whenever there is any indication of possible system

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or password compromise. Users will be trained to keep passwords confidential. There will be no sharing of user accounts and passwords among employees, contractors, part-time and temporary workers.

- 8.7. Unattended User Equipment - WFS's information system will provide mechanisms for locking sessions either user initiated or automatically controlled by locking the session after a maximum of 15 minutes of inactivity.
- 8.8. Privileged Password Management - Privileged access for network, system or application functions in production system will be controlled and restricted to as few personnel as operationally feasible. Default password or other embedded security bypass mechanism from manufacturer will be changed or disabled.

**9. Information Systems Acquisition, Development and Maintenance**

- 9.1. Continuous Monitoring - Information resources will be used to identify and maintain awareness of relevant technical vulnerabilities.
- 9.2. Periodic Maintenance - WFS will schedule, perform, and document routine preventative maintenance on the components of the information system in accordance with manufacturer or vendor specifications and/or agreed to Customer requirements.

**10. Information Security Incident Management**

- 10.1. Incident Response Procedures - WFS will develop, implement and maintain formal, documented procedures to facilitate the implementation of the incident response policy and associated incident response controls.
- 10.2. Incident Response Notification - WFS will inform Customer of a security or privacy breach within 24 hours of confirmation of said breach.

**11. Business Continuity Management**

- 11.1. Contingency Plan - WFS will have a contingency plan for the information system addressing contingency roles, responsibilities, assigned individuals, and activities associated with restoring the system after a disruption or failure.
- 11.2. Contingency Planning Procedures - WFS will develop, implement and maintain formal, documented procedures for contingency planning and associated controls.

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## EXHIBIT D – PRIVACY COMMITMENTS

Our privacy program governs how we collect, use and manage customers' information – ensuring the confidentiality of Personally Identifiable Information stored and processed in our products, as well as protecting and securing that information.

### DEFINITIONS

“Personally Identifiable Information” or “PII” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data. The customer is the Data Controller.

“Data Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. WFS is the Data Processor.

#### 1. Notice

Personally Identifiable Information stored and processed using our cloud-based products, such as WorkForce Suite and WFS Suite are uploaded and processed by the Customer, who owns all title, rights, and interest to that data. WorkForce Software does not collect or personal data for its own use in our cloud-based products.

Customers are responsible for complying with any regulations or laws that require providing notice, disclosure and/or obtaining consent prior to transferring the data to WorkForce Software for processing purposes. WorkForce Software is not responsible for providing notice, disclosure and/or obtaining consent prior to the customer transferring the data to WorkForce Software for processing.

#### 2. Choice

WorkForce Software retains PII according to the timeframes set forth in the relevant Customer agreement. Individuals who would like to request that their personal data not be used for specific purposes or disclosed should contact the Customer. The customer is responsible for determining if opt-in or opt-out options are required for its employees.

#### 3. Accountability for Onward Transfer

WorkForce Software processes Customer Data under the direction of its Customers, and has no direct control or ownership of the PII it processes. WorkForce Software will not transfer PII to third-parties without first receiving written permission from the customer.

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#### 4. Security

WorkForce Software will take reasonable and appropriate measures to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the processing and the nature of the personal data.

#### 5. Data Integrity and Purpose Limitation

In the normal course of using the WorkForce Software SaaS Service, Customers will input electronic data into the WorkForce Software systems ("Customer Data"). The use of information collected through our service shall be limited to the purpose of providing the service for which the Customer has engaged WorkForce Software. WorkForce Software may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical problems, responding to support issues, responding to Customer's instructions or as may be required by law, in accordance with the relevant agreement between Customer and WorkForce Software.

WorkForce Software will not process PII in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the customer.

#### 6. Access

Individuals who seek access or who seek to correct, amend or delete inaccurate data uploaded and maintained by the customer should contact the Customer. The customer is responsible for correcting, amending, or deleting that personal information where it is inaccurate. In some instances, the Customer may have enabled the individual to perform these updates themselves through the WorkForce Software cloud-based product. If the Customer requests WorkForce Software to modify or remove the data to comply with data protection regulations, WorkForce Software will respond to the Customer's request within 30 days.

WorkForce Software will refer any request for disclosure of personal data by a law enforcement authority to the Customer. WorkForce Software may, where it concludes that it is legally obligated to do so, disclose personal data to law enforcement or other government authorities. WorkForce Software will notify Customer of such request unless prohibited by law

#### 7. Recourse, Enforcement and Liability

WorkForce holds its employees and agents accountable for maintaining the trust that our customers place in our company. WorkForce will conduct periodic assessments to validate its continued adherence to this privacy policy.

In the case that WorkForce obtains knowledge of use or disclosure of information not in accordance with the Web Privacy Policy, WorkForce will take the following reasonable steps to stop the use or disclosure:

1. WorkForce Software will formally contact the relevant party and instruct them to stop using the data inappropriately and/or destroy the data. WorkForce Software will advise the relevant party on appropriate use and disclosure of information in accordance with the Privacy Policy.



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2. If the relevant party continues to use or disclose the information inappropriately, WorkForce Software will take legal actions to prevent the continued misuse of information. WorkForce Software will also remove the information from its database to prevent further misuse.”

Any privacy disputes that arise between the customer and a customer employee must be resolved by the customer.

If you have any questions or concerns regarding these privacy commitments, please contact us.

Privacy Compliance Officer  
WorkForce Software, LLC  
38705 7 Mile Road, Suite 300  
Livonia, MI 48152  
Phone: 877.493.6723  
Email: [privacy@workforcesoftware.com](mailto:privacy@workforcesoftware.com)

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## EXHIBIT E - WORKFORCE DATA RETENTION POLICY

WorkForce Software will retain only three (3) years of Customer Data in the SaaS environment. WFS Customers will be notified ninety (90) days prior to the data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WorkForce Software shall not purge the data and shall instead charge the Customer data storage fees according to this policy but on a monthly basis, to be invoiced monthly in arrears. Customer shall be required to give thirty (30) days' written notice prior to terminating the data storage service herein. Options for Customers who desire to retain their historical data are listed below:

1. Customers may request from WorkForce Software a backup of their data prior to the purge operation, in a mutually agreed upon format and delivery method or a standard CSV formatted data dump which they may download and retain via SFTP no more than once per year at no cost.
2. Customers may elect to have WorkForce Software retain their data online in the SaaS environment for an incremental five percent (5%) per year of their annual SaaS subscription. For example, for years 1 to 3 the cost to the customer to store all production data is included in the standard SaaS fees. For each subsequent year the customer will pay an incremental five percent (5%) per year for additional data retained. Therefore, a customer for whom WorkForce Software retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, 20% for year 7 over their standard SaaS fee.

## EXHIBIT F – THIRD PARTY SERVICES

### 1. Definitions

- 1.1. “Regulatory Content and Data” means legal or regulatory content, reference materials, or data supplied by Third Party Content Vendors as a function of select optional Third Party Services.
- 1.2. “Third Party Content Vendors” means CCH Incorporated, its licensors and Affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
- 1.3. “Third Party Services” means term-based ancillary services provided by third parties which may involve internet or phone delivery including, but not limited to, the Regulatory Update Service, Compliance Portal, IVR, Text Messaging and Mobile Services and which, if ordered by Customer, will be included on an applicable Schedule. Third Party Services shall be governed by this Exhibit F. Terms of this Exhibit F supersede the terms in the Agreement with regards to any Third Party Services.

### 2. Terms and Conditions

- 2.1. WFS shall provide access to the Third Party Services specified in the Schedules for the term specified and for the fees indicated. Any usage of the Subscription Service in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule. Third Party Services are non-cancelable and non-refundable for the term specified. At the end of the term specified, the Third Party Services shall automatically renew for additional one-year periods unless either party provides written notice to the other at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term. Customer may be required to use a compatible version of the SaaS Service to access the Third Party Services. Such use of the Third Party Services shall be restricted to Customer’s employees, contractors, and other authorized users and Customer shall take necessary steps to prevent unauthorized use of the Third Party Services by third parties using its passwords and shall be liable for any such unauthorized use.
- 2.2. Third Party Services, including the Leave Regulation Update Service, may involve services and materials provided by third parties (“Third Party Services” and “Third Party Providers” respectively) including legal and related content (the “Regulatory Content”). The Regulatory Content may be provided by the Third Party Providers and/or by WFS. Access to the Regulatory Content and Third Party Services may involve additional terms and conditions, which can be accessed via the web pages of the Third Party Providers. WFS will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to Customer. Customer agrees to be bound to such additional terms and conditions. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF SERVICE AND IS CUSTOMER’S RESPONSIBILITY.
- 2.3. Customer acknowledges that the Third Party Service may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Third Party Service fails or is not available, WFS sole and exclusive liability of WFS in any way related to such unavailability of the Third Party Service will be to return

the fees paid for the Third Party Service for the period of time the service was unavailable. This Section survives the termination of the Agreement.

- 2.4. Notwithstanding anything else in the Agreement, including, but not limited to, claims for breach of confidentiality and data security, or Intellectual Property Right infringement, (a) WFS and Third Party Providers shall have no liability whatsoever for the Regulatory Content and Third Party Services and does not provide any warranties, (b) WFS assumes no responsibility regarding Customer Data used in any text messages as part of a Third Party Service. Customer understands that such data will not be encrypted, and agrees to not send Social Security numbers, national identification numbers, payroll information, or other data considered sensitive in nature via text messages, (c) the Regulatory Content and Third Party Services are the copyrighted materials of WFS, the Third Party Providers or its licensors and they exclusively reserve all rights and interests in such, and (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER, AND (e) THE REGULATORY CONTENT AND THIRD PARTY SERVICES ARE PROVIDED ON AN "AS, IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND (f) THE THIRD PARTY PROVIDER AND WORKFORCE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE REGULATORY CONTENT AND THIRD PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED USE, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.
- 2.5. Access to the Compliance Portal (if ordered by Customer) may involve additional terms and conditions, which can be accessed via web pages from within the Compliance Portal. If Customer does not agree with such additional terms and conditions within thirty (30) days of delivery of the Compliance Portal, it may terminate the order for the Compliance Portal and WFS shall return all fees related to the Compliance Portal.

### 3. Additional Terms and Conditions – Text Messaging Services

- 3.1. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorize the use of the text messaging service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer's use of the text messaging service.
- 3.2. Customer shall not attempt to use the Text Messaging Services to access or allow access to Emergency Services. WFS and the Third Party Provider disclaim all liability arising from such use. Neither WFS nor its Third Party Provider and representatives will be liable under any legal or equitable theory for any claim, damage, or loss arising from or relating to the inability to use the Text Messaging Services to contact emergency services. Customer shall ensure that the Text Messaging Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement, including the Third Party Provider's Acceptable Use Policy, which is hereby incorporated into this Agreement and any data protection statute, regulation, order or similar laws. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

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- 3.3. WITHOUT LIMITING WFS'S EXPRESS OBLIGATIONS HEREUNDER, WFS AND THE THIRD PARTY PROVIDER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TEXT MESSAGING SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.
- 3.4. WFS and/or Third Party Providers exclusively own and reserve all right, title and interest in and to the Text Messaging Services and related materials provided by WFS or Third Party Provider. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of Third Party Providers.
- 3.5. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 3.1, 3.2, OR SECTION 3.4 OF THIS EXHIBIT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS, CUSTOMER OR THIRD PARTY PROVIDERS BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.6. EXCEPT AS DESCRIBED IN THIS SECTION 3.6, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS OR THIRD PARTY PROVIDER BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER FOR THE TEXT MESSAGE SERVICES DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 3.4 OF THIS EXHIBIT.
- 3.7. THE PROVISIONS OF THIS EXHIBIT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.



## WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement (the "Agreement") between WorkForce Software LLC ("WFS") and the "Customer" as defined herein.

|                             |                                              |
|-----------------------------|----------------------------------------------|
| Customer: City of Roseville | Schedule Effective Date: 6/17/2020           |
| Address: 311 Vernon Street  | Commencement Date: 10/1/2020                 |
| Roseville, CA 95678         | Service Term: 5 years from Commencement Date |

| Product Line | Service/Item Ordered            | Description                                                                                                                | Quantity | List Unit Price | Customer Discounted Unit Price | Extended Amount       | Payment Terms                                                                                   |
|--------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------|-----------------|--------------------------------|-----------------------|-------------------------------------------------------------------------------------------------|
| SaaS Bundles |                                 |                                                                                                                            |          |                 |                                |                       |                                                                                                 |
| WT&A         | 1. WorkForce Time               | Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.                         | 2000     | \$60.00 PEPY    | \$50.00 PEPY                   | \$100,000.00          | Minimum Amount Due: \$100,000/yr. times 5 annual payments = \$500,000.                          |
| WT&A         | 2. WorkForce Advanced Scheduler | Job-based Scheduler, Skill and Constraint Scheduler, Event-based Scheduler, Call-out and Canvassing, Overtime Equalization | 2000     | \$60.00 PEPY    | Included in PEPY above         | Included in the above | Payments are due annually in advance, with the first payment invoiced on the Commencement Date. |

## WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

|      |                                          |                                                                                                                            |            |                |                       |                       |                                                                                                                                                                                  |
|------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------|----------------|-----------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WT&A | 3. WorkForce Absence Compliance Tracker  | Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada) | 2000       | \$24.00 PEPY   | Include in PEPY above | Included in the above | Overage Fees will be calculated for additional Active Employees in the Production Environment. WFS will invoice Customer monthly in arrears for each additional Active Employee. |
| WT&A | 4. Report Authoring Tool                 | 3 Named User                                                                                                               | 3          | \$350.00 PNUPY | \$0.00 PNUPY          | \$0.00 PNUPY          |                                                                                                                                                                                  |
|      | Third Party Services                     |                                                                                                                            |            |                |                       |                       |                                                                                                                                                                                  |
|      | 5. One Touch Call Out                    | One Touch Call Out Extension for WorkForce AS – North America Only                                                         | 1000       | \$24.00 PEPY   | \$12.00 PEPY          | \$12,000.00           |                                                                                                                                                                                  |
|      | SUBTOTAL                                 |                                                                                                                            |            |                |                       | \$560,000/term        | Plus Overage Fees, if any                                                                                                                                                        |
|      | Environment / Setup / Miscellaneous Fees |                                                                                                                            |            |                |                       |                       |                                                                                                                                                                                  |
| WT&A | 6. Setup Fee                             | Setup of production and additional environments                                                                            | 1          | \$25,000.00    | \$25,000.00           | \$25,000.00           | Invoiced on Schedule Effective Date.                                                                                                                                             |
| WT&A | 7. Test Environment                      | Additional environment                                                                                                     | 1          | N/C            |                       | \$0                   |                                                                                                                                                                                  |
| WT&A | 8. Development Environment               | Additional environment                                                                                                     | 1          | N/C            |                       | \$0                   |                                                                                                                                                                                  |
| WT&A | 9. Environment Refreshes                 | Duplicate data between any environments.                                                                                   | 1 per year | N/C            |                       | \$0                   |                                                                                                                                                                                  |
|      | 10. Support Plan                         | Standard Support                                                                                                           | 1          | N/C            |                       | \$0                   |                                                                                                                                                                                  |

## WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

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|  |                         |  |  |  |  |                     |                                  |
|--|-------------------------|--|--|--|--|---------------------|----------------------------------|
|  | AMOUNT DUE – FIRST YEAR |  |  |  |  | \$137,000.00        |                                  |
|  | <b>TOTAL AMOUNT DUE</b> |  |  |  |  | <b>\$585,000.00</b> | <b>Plus Overage Fees, if any</b> |

## Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute  
PSEC = Per Second

## Terms and Conditions

The following Terms and Conditions shall apply to the services and items ordered on this Schedule and are included by reference herein.

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. “Active Employee” or “Employee” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. “Named User” is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
5. One (1) Production Environment shall be provided in addition to any other non-Production Environments specified in this Schedule.
6. Customer Data will be hosted within the following region: United States

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

CUSTOMER

Date: \_\_\_\_\_

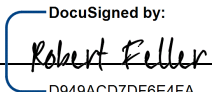
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WORKFORCE SOFTWARE, LLC

Date: Jun-09-2020

Signature:  \_\_\_\_\_

Printed Name: Robert Feller

Title: Chief Financial Officer



## COUNCIL COMMUNICATION

**CC #: 0829**  
**File #: 0203-06**

**Title:** Rugged Computing Devices - Purchase Order  
**Contact:** Aaron Andres 916-774-5139 amandres@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.6.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council approve the purchase of 32 Panasonic fully rugged laptops (including 4 spares), two additional years of hardware support (total of 5 years), wireless modems, and mounting equipment to replace aged mobile computing devices in use in the City's Fire Department vehicles.

### BACKGROUND

The Fire Department currently has approximately 28 ruggedized laptops that support Computer Aided Dispatch (CAD), after incident reporting, Patient Care Reporting (PCR), email, and general office tools deployed across their vehicles. The current laptops are nearly seven years old, and no longer meet performance standards for CAD or after incident reporting. The new laptops will be purchased with vendor hardware support until FY2025, they will have the latest hardware and operating systems to meet the Fire Department's performance needs, and they will have modern capabilities to improve the operation and security of the system.

### FISCAL IMPACT

The one-time purchase will utilize the CDWG's National IPA Technology Solutions purchasing contract #2018011-01, which is valid through February 28, 2023. The cost of the project is not to exceed \$196,787, which will be funded through the FY2019-20 Information Technology Replacement Fund budget. There is no ongoing cost for these devices.

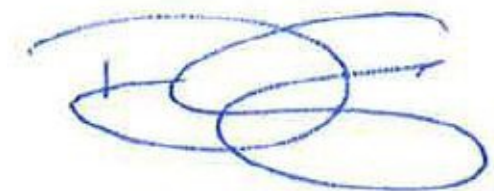
### ENVIRONMENTAL REVIEW

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 rugged computing devices meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Aaron Andres, Business Systems Analyst

Hong Sae, Chief Information Officer



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Fire Rugged Computer Quote

Fire Truck Mounts Quote

Fire Sierra Wireless

# QUOTE CONFIRMATION



DEAR AARON ANDRES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE  | CUSTOMER # | GRAND TOTAL         |
|---------|------------|------------------|------------|---------------------|
| LKQW957 | 5/11/2020  | PANASONIC CF 33S | 5344025    | <b>\$114,965.22</b> |

## IMPORTANT - PLEASE READ

**Special Instructions:** Please include this quote # on your PO and either fax it to 847-371-2100 or email it to jeffbut@cdwg.com  
Thank you!

## QUOTE DETAILS

| ITEM                                                                                                     | QTY | CDW#    | UNIT PRICE | EXT. PRICE   |
|----------------------------------------------------------------------------------------------------------|-----|---------|------------|--------------|
| <a href="#">Panasonic Toughbook 33 - 12" - Core i7 7600U - 16 GB RAM - 512 GB SSD</a>                    | 32  | 4791174 | \$3,293.00 | \$105,376.00 |
| Mfg. Part#: CF-33LE-13VM<br>UNSPSC: 43211509<br>Contract: National IPA Technology Solutions (2018011-01) |     |         |            |              |

| PURCHASER BILLING INFO                                                                                                                                                                               | SUBTOTAL                                                                                                              | \$105,376.00        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Billing Address:</b><br>CITY OF ROSEVILLE<br>ACCOUNTS PAYABLES<br>311 VERNON ST<br>ROSEVILLE, CA 95678-2649<br><b>Phone:</b> (916) 774-5720<br><b>Payment Terms:</b> Net 30 Days-Govt State/Local | SHIPPING                                                                                                              | \$0.00              |
|                                                                                                                                                                                                      | SALES TAX                                                                                                             | \$9,589.22          |
|                                                                                                                                                                                                      | GRAND TOTAL                                                                                                           | <b>\$114,965.22</b> |
|                                                                                                                                                                                                      | <b>DELIVER TO</b>                                                                                                     |                     |
| <b>Shipping Address:</b><br>HEARTLAND CUSTOMER SOLUTIONS, LLC<br>IN CARE OF CITY OF ROSEVILLE CA<br>14200 OVERBROOK RD<br>LEAWOOD, KS 66224-4536<br><b>Shipping Method:</b> DROP SHIP-GROUND         | <b>Please remit payments to:</b><br><br>CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515 |                     |

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Butchko

(877) 853-0557

jeffbut@cdwg.com

~~This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>~~  
~~For more information, contact a CDW account manager~~

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# QUOTE CONFIRMATION



DEAR AARON ANDRES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE      | CUSTOMER # | GRAND TOTAL |
|---------|------------|----------------------|------------|-------------|
| LJXZ519 | 4/21/2020  | PANASONIC ACCESORIES | 5344025    | \$73,097.58 |

## IMPORTANT - PLEASE READ

**Special Instructions:** Please include this quote # on your PO and either fax it to 847-371-2100 or email it to jeffbut@cdwg.com  
Thank you!

## QUOTE DETAILS

| ITEM                                                                                                                                                                                                                                        | QTY | CDW#    | UNIT PRICE | EXT. PRICE  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|-------------|
| <a href="#">LIND PA1580-1642 - car power adapter - 120 Watt</a><br>Mfg. Part#: CF-LNDDC120<br>UNSPSC: 39121006<br>Contract: National IPA Technology Solutions (2018011-01)                                                                  | 10  | 2090640 | \$108.00   | \$1,080.00  |
| <a href="#">Panasonic Public Sector Service Package extended service agreement - 2 year</a><br>Mfg. Part#: CF-SVCPSY5<br>UNSPSC: 81112307<br>Electronic distribution - NO MEDIA<br>Contract: National IPA Technology Solutions (2018011-01) | 32  | 4195499 | \$599.00   | \$19,168.00 |
| <a href="#">Panasonic Premium Keyboard CF-VEK331LMP - keyboard</a><br>Mfg. Part#: CF-VEK331LMP<br>UNSPSC: 43211706<br>Contract: National IPA Technology Solutions (2018011-01)                                                              | 32  | 4617723 | \$545.00   | \$17,440.00 |
| <a href="#">Gamber-Johnson Independent - mounting component</a><br>Mfg. Part#: 7160-0761<br>UNSPSC: 31162313<br>Contract: National IPA Technology Solutions (2018011-01)                                                                    | 1   | 4129656 | \$57.22    | \$57.22     |
| <a href="#">Gamber-Johnson - mounting component</a><br>Mfg. Part#: 7160-0775<br>UNSPSC: 31162313<br>Contract: National IPA Technology Solutions (2018011-01)                                                                                | 20  | 3914780 | \$56.25    | \$1,125.00  |
| <a href="#">iKey K-TR-911-RED - keyboard - with touchpad</a><br>Mfg. Part#: 7300-0082<br>UNSPSC: 43211706<br>CONTRACT:<br>National IPA Technology Solutions #<br>2018011-01<br>Contract: National IPA Technology Solutions (2018011-01)     | 2   | 4672816 | \$492.98   | \$985.96    |
| <a href="#">Gamber-Johnson Universal Vertical Base - mounting component</a>                                                                                                                                                                 | 1   | 1020317 | \$47.52    | \$47.52     |

| QUOTE DETAILS (CONT.)                                                                                 |    |         |          |             |
|-------------------------------------------------------------------------------------------------------|----|---------|----------|-------------|
| Mfg. Part#: DS-138<br>UNSPSC: 31162313<br>Contract: National IPA Technology Solutions (2018011-01)    |    |         |          |             |
| <u>Gamber-Johnson - mounting component</u>                                                            | 9  | 180437  | \$32.00  | \$288.00    |
| Mfg. Part#: DS-56<br>UNSPSC: 31162313<br>Contract: National IPA Technology Solutions (2018011-01)     |    |         |          |             |
| <u>GAMBER MONGOOSE XE 15 WITH 3/8 STUD</u>                                                            | 3  | 6065530 | \$399.00 | \$1,197.00  |
| Mfg. Part#: 7160-1210-15<br>Contract: National IPA Technology Solutions (2018011-01)                  |    |         |          |             |
| <u>PAN CF33 TRIMLINE DOCKING STATION</u>                                                              | 22 | 6070612 | \$988.42 | \$21,745.24 |
| Mfg. Part#: GJ-33TLVD0<br>Contract: National IPA Technology Solutions (2018011-01)                    |    |         |          |             |
| <u>PAN TRIMLINE PREM DOCK F/CF-33</u>                                                                 | 6  | 5449117 | \$997.15 | \$5,982.90  |
| Mfg. Part#: GJT-33-TVD0-LND<br>Contract: National IPA Technology Solutions (2018011-01)               |    |         |          |             |
| <u>Gamber-Johnson Low Profile Attachment with 3/8" hole - mounting component</u>                      | 3  | 3845286 | \$33.94  | \$101.82    |
| Mfg. Part#: 7160-0762<br>UNSPSC: 31162313<br>Contract: National IPA Technology Solutions (2018011-01) |    |         |          |             |

| PURCHASER BILLING INFO                                                                                                                                                                               |  | SUBTOTAL                                                                                                              | \$69,218.66        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Billing Address:</b><br>CITY OF ROSEVILLE<br>ACCOUNTS PAYABLES<br>311 VERNON ST<br>ROSEVILLE, CA 95678-2649<br><b>Phone:</b> (916) 774-5720<br><b>Payment Terms:</b> Net 30 Days-Govt State/Local |  | SHIPPING                                                                                                              | \$0.00             |
|                                                                                                                                                                                                      |  | SALES TAX                                                                                                             | \$3,878.92         |
|                                                                                                                                                                                                      |  | GRAND TOTAL                                                                                                           | <b>\$73,097.58</b> |
|                                                                                                                                                                                                      |  | <b>Please remit payments to:</b><br><br>CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515 |                    |
| DELIVER TO                                                                                                                                                                                           |  |                                                                                                                       |                    |
| <b>Shipping Address:</b><br>CITY OF ROSEVILLE<br>AARON ANDRES<br>2075 HILLTOP CIR<br>ROSEVILLE, CA 95747-9704<br><b>Phone:</b> (916) 774-5405<br><b>Shipping Method:</b> UPS Ground (2-3 days)       |  |                                                                                                                       |                    |

| Need Assistance? CDW•G SALES CONTACT INFORMATION                                    |              |                |                  |
|-------------------------------------------------------------------------------------|--------------|----------------|------------------|
|  | Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com |

~~This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>~~  
~~For more information, contact a CDW account manager~~

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# QUOTE CONFIRMATION



DEAR AARON ANDRES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



**ACCOUNT MANAGER NOTES:** updated quote!

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL       |
|---------|------------|-----------------|------------|-------------------|
| LLBV264 | 5/21/2020  | SIERRA 4 AARON  | 5344025    | <b>\$8,566.13</b> |

## IMPORTANT - PLEASE READ

**Special Instructions:** Please include this quote # on your PO and either fax it to 847-371-2100 or email it to [jeffbut@cdwg.com](mailto:jeffbut@cdwg.com)  
Thank you!

## QUOTE DETAILS

| ITEM                                                                                                                                                                                               | QTY | CDW#    | UNIT PRICE | EXT. PRICE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|------------|
| <a href="#">Sierra Wireless AirLink MP70 - wireless router - WWAN - 802.11b/g/n/ac - de</a><br>Mfg. Part#: 1104073<br>UNSPSC: 43222609<br>Contract: National IPA Technology Solutions (2018011-01) | 6   | 5201377 | \$825.00   | \$4,950.00 |
| <a href="#">Sierra 6-in-1 SharkFin 2xLTE Wi-Fi Antenna - Black</a><br>Mfg. Part#: 6001197<br>Contract: National IPA Technology Solutions (2018011-01)                                              | 12  | 5144931 | \$250.00   | \$3,000.00 |

## PURCHASER BILLING INFO

### Billing Address:

CITY OF ROSEVILLE  
ACCOUNTS PAYABLES  
311 VERNON ST  
ROSEVILLE, CA 95678-2649  
Phone: (916) 774-5720

**Payment Terms:** Net 30 Days-Govt State/Local

## DELIVER TO

### Shipping Address:

CITY OF ROSEVILLE  
AARON ANDRES  
316 VERNON ST STE 300  
ROSEVILLE, CA 95678-2635

**Shipping Method:** DROP SHIP-GROUND

## SUBTOTAL

\$7,950.00

## SHIPPING

\$0.00

## SALES TAX

\$616.13

## GRAND TOTAL

**\$8,566.13**

## Please remit payments to:

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Butchko

(877) 853-0557

[jeffbut@cdwg.com](mailto:jeffbut@cdwg.com)

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## COUNCIL COMMUNICATION

**CC #: 0817**  
**File #: 0800-03**

**Title:** Home Energy Report Services - Public Sector Agreement for Oracle Cloud Services and Ordering Document  
**Contact:** Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.7.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached five-year Public Sector Agreement for Oracle Cloud Services and a one-year Ordering Document with Oracle America Inc. for the continuation of Roseville Electric Utility's Home Energy Reports, a residential energy efficiency program. Staff also recommends City Council authorize the City Manager, or his designee, to renew the Ordering Document through four (4) additional one (1) year agreements.

### BACKGROUND

Roseville Electric Utility is required to meet state mandated energy efficiency targets. In addition, energy efficiency programs can lower customers' monthly electricity bills. One of the most cost effective programs utilized by the utility to meet the energy efficiency targets is the residential Home Energy report. This program provides customers with comparative information regarding their electricity usage and offers educational details to reduce electricity consumption.

Home Energy Reports provided by Oracle America Inc. are an industry standard for behavior-based energy efficiency programs. The energy savings achieved through this type of program are recognized by the California Energy Commission as an acceptable form of mandated energy savings.

Roseville Electric Utility issued a Request for Proposals (RFP) through RFP 07-064. Proposals were received and evaluated based on experience, project understanding, and proposed cost. Based on proposal evaluations and interviews, Roseville Electric Utility selected Oracle America Inc. to continue to offer its Home Energy Report program under a five-year agreement. With City Council's authorization, the City Manager will have the authority to renew the Ordering Document each year during the five (5) year term. This authority provides flexibility to assess program performance and potential changes in program needs during the term of the agreement.

## FISCAL IMPACT

The total cost of the services will not exceed \$321,000 in FY2020-21. Funding for the agreement is provided through public benefit funds and is included in the electric utility's proposed FY2020-21 budget. Future annual funding requirements are \$321,000 for each of the potential annual extensions, contingent on City Council's approval of the associated budgets each year.

## ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Public Sector Agreement for Oracle Cloud Services and the Ordering Document meets the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Susan Hernandez, Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



---

Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-224

Oracle CSA

Oracle signed HER Order

RESOLUTION NO. 20-224

APPROVING A PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES AND ORDERING DOCUMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ORACLE AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Public Sector Agreement for Oracle Cloud Services and Ordering Document for Roseville Electric Utility's Home Energy Reports, by and between the City of Roseville and Oracle America, 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 the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals of the Ordering Document without further City Council approval, provided that the applicable budget is approved by the City Council each year.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

### 1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.



### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

### 4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

### 5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF



REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. INDEMNIFICATION**

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

## **9. TERM AND TERMINATION**

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## **10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.



## 11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

## 12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## 13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

#### 14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

#### 15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

#### 16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

#### 17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).



You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

## 19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

**20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE**

The Effective Date of this Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Customer Name: City of Roseville

Authorized Signature: \_\_\_\_\_

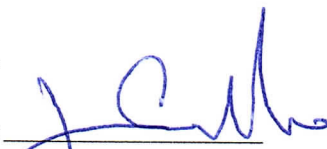
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Agreement No.: US-CSA-CPQ-1548845

Oracle America, Inc.

Authorized Signature:  \_\_\_\_\_

Name: Jake Camarillo

Title: Manager, Deal Management

Signature Date: 15-MAY-2020



ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

|         |                                           |               |                         |
|---------|-------------------------------------------|---------------|-------------------------|
| Name    | CITY OF ROSEVILLE                         | Contact       | Mark Riffey             |
| Address | 2090 hilltop CIR<br>Roseville CA<br>95747 | Phone Number  | (916) 746-1667          |
|         |                                           | Email Address | mriffey@roseville.ca.us |

Renew Subscription Term: 1-Jul-2020 to 30-Jun-2021

| Service Period: 12 months                                                                                                                                                           |                    |          |       |                |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|-------|----------------|------------|
| Cloud Services                                                                                                                                                                      | Data Center Region | Quantity | Term  | Unit Net Price | Net Fee    |
| B89130 - Oracle Utilities Opower Energy Efficiency Cloud Service and Report Generation - 100 in Customer Count                                                                      | NORTH AMERICA      | 460      | 12 mo | 34.88          | 192,551.21 |
| B87445 - Oracle Utilities Opower Digital Self Service, Energy Management Cloud Service - 100 in Customer Count                                                                      | NORTH AMERICA      | 550      | 12 mo | 3.06           | 20,212.50  |
| B87454 - Oracle Utilities Opower Non-Advanced Metering Infrastructure High Bill Alerts Cloud Service - 100 in Customer Count                                                        | NORTH AMERICA      | 460      | 12 mo | 1.70           | 9,384.00   |
| B89132 - Oracle Utilities Opower Channel Fee - Postage for Print & Mail - No Mark Up (USA) - Report                                                                                 | NORTH AMERICA      | 184000   | 12 mo | 0.29           | 53,544.00  |
| B89347 - Oracle Utilities Opower Channel Fee - Printing & Mailing Services Placed in U.S. Mail - F.O.B. Place of Shipment - Outside of Destination State (California, USA) - Report | NORTH AMERICA      | 184000   | 12 mo | 0.13           | 23,368.00  |
| Subtotal                                                                                                                                                                            |                    |          |       |                | 299,059.71 |

Expansion at Renewal Term: 30-Jun-2021



BILL TO / SHIP TO INFORMATION

| Bill To          |                                           | Ship To          |                                           |
|------------------|-------------------------------------------|------------------|-------------------------------------------|
| Customer Name    | CITY OF ROSEVILLE                         | Customer Name    | CITY OF ROSEVILLE                         |
| Customer Address | 2090 hilltop CIR<br>Roseville CA<br>95747 | Customer Address | 2090 hilltop CIR<br>Roseville CA<br>95747 |
| Contact Name     | Mark Riffey                               | Contact Name     | Mark Riffey                               |
| Contact Phone    | (916) 746-1667                            | Contact Phone    | (916) 746-1667                            |
| Contact Email    | mriffey@roseville.ca.us                   | Contact Email    | mriffey@roseville.ca.us                   |



| Service Period: 12 months                                                                                                                                        |                       |          |       |                |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-------|----------------|-----------|
| Cloud Services                                                                                                                                                   | Data Center<br>Region | Quantity | Term  | Unit Net Price | Net Fee   |
| B90497 - Oracle Utilities Opower<br>Distributed Energy Resources<br>Customer Engagement Cloud Service<br>- 100 in Distributed Energy<br>Resources Customer Count | NORTH<br>AMERICA      | 50       | 12 mo | 25.31          | 15,187.20 |
| B91163 - Oracle Utilities Opower<br>Additional Marketing Module Cloud<br>Service - Module                                                                        | NORTH<br>AMERICA      | 1        | 12 mo | 6,525.00       | 6,525.00  |
| Subtotal                                                                                                                                                         |                       |          |       |                | 21,712.20 |

| Fee Description     | Net Fee    |
|---------------------|------------|
| Cloud Services Fees | 320,771.91 |
| Net Fees            | 320,771.91 |
| Total Fees          | 320,771.91 |

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-1550214

2. Cloud Payment Terms:

a. Net 60 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 30-Jun-2020

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for four (4) additional 12-month renewal periods (each an "Option Year") for the fees specified in the table above. Professional Services are not included in the Option Years.

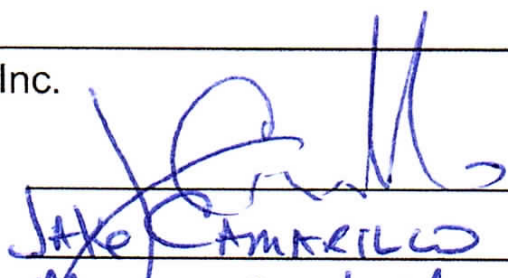
You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

2. Simultaneous Execution

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the Oracle Cloud Services Agreement US-CSA-CPQ-1550214 between the parties. If the parties do not simultaneously execute the above referenced Agreement with this order, this order shall be deemed to have no legal effect, even if executed.

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

|                   |  |                      |                                                                                       |
|-------------------|--|----------------------|---------------------------------------------------------------------------------------|
| CITY OF ROSEVILLE |  | Oracle America, Inc. |                                                                                       |
| Signature         |  | Signature            |  |
| Name              |  | Name                 | Jake Camrillo                                                                         |
| Title             |  | Title                | Manager, Deal Management                                                              |
| Signature Date    |  | Signature Date       | 15-MAY-2020                                                                           |



## COUNCIL COMMUNICATION

**CC #: 0824**  
**File #: 0203-07**

**Title:** Power Plant Maintenance Support Services - Contract Purchase Agreement  
**Contact:** Matthew Garner 916-746-1691 mgarner@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.8.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute contract purchase agreement 3000336 with Performance Mechanical, Inc. to provide maintenance support services for the Roseville power plants.

### BACKGROUND

Roseville Electric Utility owns and operates two natural gas fired power plants, the Roseville Energy Park (REP) and Roseville Power Plant #2 (RPP2). Both plants utilize processes such as high pressure steam, rotating machinery, and combustion. The operation of these systems and processes, including repair and maintenance, is subject to Federal, State, and other regulatory safety and environmental requirements and standards.

Due to these requirements, repair and maintenance of the various systems at REP and RPP2 often require highly specialized labor, equipment and materials that Roseville Electric Utility does not possess. It is more cost effective to contract out these types of repairs than it is to hire certified staff and maintain all the required training and associated licenses. Additionally, in the event of unplanned equipment failure or forced outages, it is faster and more cost effective to use a standing agreement with a contractor for emergency repairs than it is to begin a contracting process under emergency circumstances.

Roseville Electric Utility solicited proposals through Request for Proposals (RFP) 07-067 for power plant support services. Multiple vendors responded to the RFP. After determining the vendors were responsive and responsible, the evaluation team reviewed and scored the proposals, finding Performance Mechanical, Inc. to be the most suitable vendor to provide the requested scope of services based on their safety, quality, demonstrated experience, completeness of proposal, and price.

### FISCAL IMPACT

This multi-year services agreement will be for a period of five years. The total costs are not to exceed \$2,750,000.00 based on an assumed average cost of \$550,000.00 per year. Funding is included in the Electric Operations Fund budget for FY2019-20 and funding for future years is subject to City Council approval.

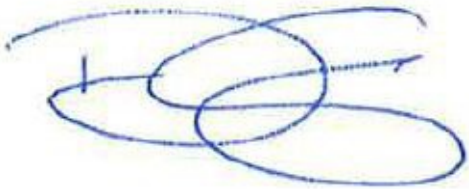
### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A contract purchase agreement for power plant maintenance support services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Matthew Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution No. 20-230

Performance Mechanical CPA

RESOLUTION NO. 20-230

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

WHEREAS, a contract purchase agreement (3000336) for power plant maintenance support services, between the City of Roseville and Performance Mechanical, Inc., has been reviewed by the City Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk





## Contract Purchase Agreement 3000336

### *Supplier Details:*

Company Performance Mechanical Inc  
Contact Dimitri Hrovat  
Address P O Box 1516  
701 Willow Pass Rd, Suite 2  
Pittsburg, CA 94565

### *Submit your response to:*

Company City of Roseville  
Contact Tiffany Valdez  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5708  
Fax (916) 774-5736  
E-mail TValdez@roseville.ca.us

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

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

**Sole proprietorship** - **By owner**  
**Partnership** - **Any general partner**  
**Corporation** - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000336

|                  |                  |
|------------------|------------------|
| Agreement        | 3000336          |
| Agreement Date   | 20-MAY-2020      |
| Revision         | 0                |
| Agreement Amount | 2,750,000.00 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488

**Fax:** (916) 784-3796

**Email:** accountspayable@roseville.ca.us

Supplier **Performance Mechanical Inc**

P O Box 1516

701 Willow Pass Rd, Suite 2

Pittsburg, CA 94565

**Phone:** ()

**Fax:** ()

**Email:** dhrovat@perfmech.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-067 AND CONTRACTOR'S PROPOSAL THERETO TITLED PMI PROPOSAL NO. 20-0211 DATED 3/9/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #07-067 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT EDDIE VASQUEZ AT 916-746-1683 OR EVASQUEZ@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

| Customer #  | Supplier #  | Payment Terms                       | Freight Terms                       | FOB         | Shipping Method |
|-------------|-------------|-------------------------------------|-------------------------------------|-------------|-----------------|
|             | 11585       | Net 30                              | Freight on Board at the destination | Destination | Best Method     |
| Start Date  | End Date    | Confirm To                          |                                     |             |                 |
| 18-Jun-2020 | 17-Jun-2025 | Tiffany Valdez Phone 1-916-774-5708 |                                     |             |                 |

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



### **Contract Terms and Conditions**

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00822221  
Contractor License No. 475516  
DIR Registration No. 1000004637

Check mark the applicable company type below:

☒ Corporation  
☐ Limited Liability Company  
☐ Partnership  
☐ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.*

*Construction T&C  
REV 5/3/18 JS*

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

**General - Required Coverage/Documentation**

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

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

**Construction:X**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional:\_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence

**IT Services:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials:\_\_\_\_\_**

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors:\_\_\_\_\_**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Pyrotechnics: \_\_\_\_\_**

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

**Chemical/Environmental: \_\_\_\_\_**

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

**Insurance Submission Process**

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

**How It Works**

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

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

## **Asbestos-Containing Materials in City-Owned Buildings**

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.



| Facilities Built Pre 1979 That May Contain Asbestos                  | Year Built |
|----------------------------------------------------------------------|------------|
| Downtown Library - 225 Taylor Street 95678                           | 1974       |
| Carnegie Museum - 557 Lincoln Street 95678                           | 1912       |
| Tower Theatre - 415 Vernon Street 95678                              | 1940       |
| Fire Station #3 - 1300 Cirby Way 95661                               | 1963       |
| Old Corp Yard - 100 Old Corp Yard Road 95678                         | 1940       |
| Water Treatment Plant Operations Bldg.-9595 Barton Road 95746        | 1965       |
| Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747 | 1962       |
| Royer Recreation Bldg. - 190 Park Drive 95678                        | 1950       |
| Fire Museum - 400 Lincoln Street 95678                               | 1930       |
| Diamond Oaks Golf - 349 Diamond Oaks Road 95678                      | 1965       |
| Johnson Pool, 4th & D Street                                         | 1950       |
| 330 Vernon Street                                                    | 1940       |
| 107 Sutter Avenue                                                    | 1962       |

Sign to acknowledge receipt of asbestos notification:

|              |                                                                                   |
|--------------|-----------------------------------------------------------------------------------|
| SIGNATURE    |  |
| COMPANY NAME | PERFORMANCE MECHANICAL, INC.                                                      |
| DATE         | 5/21/20                                                                           |

Asbestos  
Rev 01/16/19

| Supplier    |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | DIMITRI HROVAT                                                                    |
| Title:      | CFO, VICE PRESIDENT, SECRETARY                                                    |

| Supplier    |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | Andrew Hosler                                                                     |
| Title:      | CEO, President                                                                    |

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



## COUNCIL COMMUNICATION

**CC #: 0811**  
**File #: 0800-03**

**Title:** Electrical Services - Contract Purchase Agreement  
**Contact:** Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.9.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign a contract purchase agreement with Vasko Electric Inc. to provide electrical services in accordance with Request for Proposals (RFP) 08-063 in the amount of \$150,000.

The RFP allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

### BACKGROUND

The Environmental Utilities Department released Electrical Services RFP 08-063 in March 2020 to solicit proposals for electrical services at City facilities, water/wastewater plants, lift stations and pump stations, on a scheduled and as-needed basis at a number of locations. Three companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications, and experience. Vasko Electric Inc., was rated the highest, and staff is recommending it be awarded a contract purchase agreement.

### FISCAL IMPACT

The estimated annual cost of service is \$150,000, with funding from the Environmental Utilities Department's FY2019-20 operations budget for Water/Wastewater and Collections. Projected spending for optional renewal years is as follows: \$150,000 FY2020-21, \$150,000 FY2021-22, \$150,000 FY2022-23, and \$150,000 FY2023-24.

### 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. Agreements for electrical services meets the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard D. Plecker, Environmental Utilities Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-222

Vasko CPA Agreement

RESOLUTION NO. 20-222

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

WHEREAS, a contract purchase agreement (3000320) for electrical services, between the City of Roseville and Vasko Electric Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, and upon receipt and approval of bonds by the City Attorney's office each year.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Contract Purchase Agreement 3000320

### Supplier Details:

Company Vasko Electric Inc  
Contact  
Address 4300 Astoria St

Sacramento, CA 95838

### Submit your response to:

Company City of Roseville  
Contact Babette Owens  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5704  
Fax (916) 774-5736  
E-mail BOWens@roseville.ca.us

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

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

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

**Sole proprietorship** - **By owner**  
**Partnership** - **Any general partner**  
**Corporation** - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000320

|                  |                |
|------------------|----------------|
| Agreement        | 3000320        |
| Agreement Date   | 07-MAY-2020    |
| Revision         | 0              |
| Agreement Amount | 150,000.00 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Vasko Electric Inc**  
 4300 Astoria St  
 Sacramento, CA 95838  
**Phone:** (916) 568-7700  
**Fax:** ()  
**Email:** laurenh@vasko.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-063 AND CONTRACTOR'S PROPOSAL THERETO TITLED ELECTRICAL SERVICES DATED 3/24/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-063 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

CONTACT BLAINE WIEGEL AT (916) 746 1833 OR EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT  
 END DATE: 6/30/21

\*The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

| Customer # | Supplier # | Payment Terms                      | Freight Terms                       | FOB         | Shipping Method |
|------------|------------|------------------------------------|-------------------------------------|-------------|-----------------|
|            | 10717      | Net 30                             | Freight on Board at the destination | Destination | Best Method     |
| Start Date | End Date   | Confirm To                         |                                     |             |                 |
|            |            | Babette Owens Phone 1-916-774-5704 |                                     |             |                 |

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



### Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
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  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
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- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor agrees to defend and indemnify City if, despite the parties intent and

practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

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

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

Roseville Business License No. 00800656

Contractor License No. 471434

DIR Registration No. 1000002164

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.*

*Construction T&C*

*REV 3/20/20 JS*

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

**General - Required Coverage/Documentation**

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

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

**Construction:   X**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional:**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant:**

Professional Liability:  
\$1 Million/occurrence

**IT Services:**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials:**

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors:**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological:**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Pyrotechnics:\_\_\_\_\_**

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

**Chemical/Environmental:\_\_\_\_\_**

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

**Insurance Submission Process**

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

**How It Works**

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

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

## Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.



| Facilities Built Pre 1979 That May Contain Asbestos                  | Year Built |
|----------------------------------------------------------------------|------------|
| Downtown Library - 225 Taylor Street 95678                           | 1974       |
| Carnegie Museum - 557 Lincoln Street 95678                           | 1912       |
| Tower Theatre - 415 Vernon Street 95678                              | 1940       |
| Fire Station #3 - 1300 Cirby Way 95661                               | 1963       |
| Old Corp Yard - 100 Old Corp Yard Road 95678                         | 1940       |
| Water Treatment Plant Operations Bldg.-9595 Barton Road 95746        | 1965       |
| Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747 | 1962       |
| Royer Recreation Bldg. - 190 Park Drive 95678                        | 1950       |
| Fire Museum - 400 Lincoln Street 95678                               | 1930       |
| Diamond Oaks Golf - 349 Diamond Oaks Road 95678                      | 1965       |
| Johnson Pool, 4th & D Street                                         | 1950       |
| 330 Vernon Street                                                    | 1940       |
| 107 Sutter Avenue                                                    | 1962       |

Sign to acknowledge receipt of asbestos notification:

|              |                                                                                                                 |
|--------------|-----------------------------------------------------------------------------------------------------------------|
| SIGNATURE    | <br>DARRYL A VASKO, PRESIDENT |
| COMPANY NAME | VASKO ELECTRIC, INC.                                                                                            |
| DATE         | 5/19/2020                                                                                                       |

Asbestos  
Rev 01/16/19

| Supplier    |                                                                                    |
|-------------|------------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | DARRYL A VASKO                                                                     |
| Title:      | PRESIDENT                                                                          |

| Supplier    |  |
|-------------|--|
| Signature:  |  |
| Print Name: |  |
| Title:      |  |

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



## COUNCIL COMMUNICATION

**CC #: 0825**  
**File #: 0203-02**

**Title:** Vehicle Wash Systems - Contract Purchase Agreement  
**Contact:** Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.10.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to sign a contract purchase agreement for the rehabilitation of the Corporation Yard Vehicle Wash Systems with Air & Lube Systems, Inc. in accordance with Request for Proposals (RFP) 01-031, in the amount of \$653,078.08. Staff is also requesting that the remaining portion of the approved budget, \$6,921, be used as project contingency funds.

### BACKGROUND

In April of 2020, the City of Roseville released RFP 01-031 to replace two existing vehicle wash systems: one large vehicle and bus wash system, and one small vehicle wash system. The proposals were evaluated on overall proposal, cost, qualifications, and experience. The City received three bids, with one being non-responsive. After reviewing and ranking the bids, staff recommends awarding to Air & Lube Systems, Inc. The new vehicle wash systems need to be installed within the existing vehicle wash building consisting of one 90-foot drive-through bay for larger vehicles and one 60-foot drive-through bay for smaller vehicles. There is a 60-foot bay between the two bays to house the vehicle wash equipment and the existing water storage pits. The City is replacing the existing 12-year-old wash system to reduce downtime due to maintenance and repairs, reduce water waste, and achieve a higher quality wash for our fleet of almost 900 vehicles.

### FISCAL IMPACT

The value of this contract is \$653,078.08 and will be funded from the approved FY2019-20 budgets for Facilities Rehabilitation and the Environmental Utilities Department. The total amount of the combined approved FY2019-20 budgeted for the project is \$660,000. Staff is requesting the remaining \$6,921 of the approved FY2019-20 budget be used as contingency for the project.

### ENVIRONMENTAL REVIEW

The proposed project involves the repair and rehabilitation of the existing Corp Yard Vehicle Wash Systems. 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,

Rebecca McCoy, Project Coordinator

Jason Shykowski, Public Works 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

**ATTACHMENTS:**

**Description**

Resolution No. 20-231

Air & Lube Systems, Inc. CPA 3000337

RESOLUTION NO. 20-231

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF  
ROSEVILLE AND AIR AND LUBE SYSTEMS, INC., AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000337) for a Vehicle Wash System,  
between the City of Roseville and Air and Lube Systems, Inc., has been reviewed by the City  
Council;

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

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 \$6,921.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Contract Purchase Agreement 3000337

### *Supplier Details:*

Company Air And Lube Systems Inc  
Contact Miguel Micheltorena  
Address 8353 Demetre Ave

Sacramento, CA 95828

### *Submit your response to:*

Company City of Roseville  
Contact Tiffany Valdez  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5708  
Fax (916) 774-5736  
E-mail TValdez@roseville.ca.us

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

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

**Sole proprietorship** - **By owner**

**Partnership** - **Any general partner**

**Corporation** - **Two options:**

**(1)** A signature from the President and the corporate seal; **OR**

**(2)** One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

### Insurance requirements:

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



Contract Purchase Agreement 3000337

|                  |                |
|------------------|----------------|
| Agreement        | 3000337        |
| Agreement Date   | 19-MAY-2020    |
| Revision         | 0              |
| Agreement Amount | 653,078.08 USD |

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Air And Lube Systems Inc**  
8353 Demetre Ave

Sacramento, CA 95828

**Phone:** ()  
**Fax:** ()  
**Email:** mmicheltorena@airandlube.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-031 AND CONTRACTOR'S PROPOSAL THERETO TITLED RESPONSE TO RFP No. 01-031 -- VEHICLE WASH SYSTEMS DATED 4/15/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-031 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT  
END DATE: FINAL PAYMENT

PLEASE CONTACT TISHA CHINN AT 916-774-5702 OR  
TCHINN@ROSEVILLE.CA.US OR DAN ALLEN AT 916-774-5741 OR  
DALLEN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

| Customer # | Supplier # | Payment Terms                       | Freight Terms | FOB         | Shipping Method |
|------------|------------|-------------------------------------|---------------|-------------|-----------------|
| 11581      | Net 30     | Freight on Board at the destination | Destination   | Best Method |                 |
| Start Date | End Date   | Confirm To                          |               |             |                 |

Tiffany Valdez Phone 1-916-774-5708

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



### **Contract Terms and Conditions**

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00817710

Contractor License No. 287715

DIR Registration No. 1000008993

Check mark the applicable company type below:

X Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.*

*Construction T&C  
REV 5/3/18 JS*

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

**General - Required Coverage/Documentation**

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

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

**Construction:X**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional:\_\_\_\_\_**

General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence

**IT Services:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials:\_\_\_\_\_**

Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors:\_\_\_\_\_**

No auto required  
No workers' comp required

**Professional Counseling/ Psychological:\_\_\_\_\_**

Professional Liability:  
\$1 Million/occurrence  
No auto required

**Pyrotechnics: \_\_\_\_\_**

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

**Chemical/Environmental: \_\_\_\_\_**

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

**Insurance Submission Process**

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

**How It Works**

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

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

## **Asbestos-Containing Materials in City-Owned Buildings**

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.



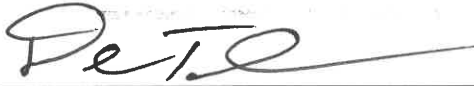
| Facilities Built Pre 1979 That May Contain Asbestos                  | Year Built |
|----------------------------------------------------------------------|------------|
| Downtown Library - 225 Taylor Street 95678                           | 1974       |
| Carnegie Museum - 557 Lincoln Street 95678                           | 1912       |
| Tower Theatre - 415 Vernon Street 95678                              | 1940       |
| Fire Station #3 - 1300 Cirby Way 95661                               | 1963       |
| Old Corp Yard - 100 Old Corp Yard Road 95678                         | 1940       |
| Water Treatment Plant Operations Bldg.-9595 Barton Road 95746        | 1965       |
| Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747 | 1962       |
| Royer Recreation Bldg. - 190 Park Drive 95678                        | 1950       |
| Fire Museum - 400 Lincoln Street 95678                               | 1930       |
| Diamond Oaks Golf - 349 Diamond Oaks Road 95678                      | 1965       |
| Johnson Pool, 4th & D Street                                         | 1950       |
| 330 Vernon Street                                                    | 1940       |
| 107 Sutter Avenue                                                    | 1962       |

Sign to acknowledge receipt of asbestos notification:

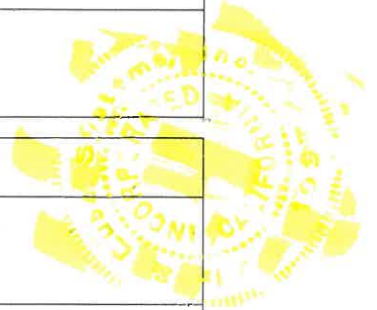
|              |                                                                                                                                             |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| SIGNATURE    |  Miguel Micheltorena on behalf of Air & Lube Systems, Inc. |
| COMPANY NAME | Air & Lube Systems, Inc.                                                                                                                    |
| DATE         | 5/26/2020                                                                                                                                   |

Asbestos  
Rev 01/16/19

| Supplier    |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | Miguel Micheltorena                                                               |
| Title:      | Owner and Secretary                                                               |

| Supplier    |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
| Signature:  |  |
| Print Name: | Dennis Thomsen                                                                    |
| Title:      | President                                                                         |

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





## COUNCIL COMMUNICATION

**CC #: 0818**

**File #: 0214**

**Title:** Housing Element Local Early Action Planning Grant Application

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

**Meeting Date: 6/17/2020**

**Item #: 7.11.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to submit a Local Early Action Planning (LEAP) Grant Program Application to the California Department of Housing and Community Development (HCD), for the purpose of securing \$500,000 of grant funding for the City's Housing Element and implementing programs.

### BACKGROUND

#### Local Early Action Planning (LEAP) Grant Funding

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to accelerate housing production. Using this allocation, HCD established the LEAP Grant Program, with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Allocation (RHNA).

#### Background

The RHNA occurs every eight years and is mandated by state housing law. The state quantifies the need for housing within each region and sends this to the local Council of Governments—which is the Sacramento Area Council of Governments (SACOG) for the City of Roseville—and then requires each jurisdiction to demonstrate how those units can be accommodated by sites and programs that encourage development. The state released the SACOG housing allocation in July 2019 and, after working with member jurisdictions to develop a methodology for apportioning those units and going through a public hearing process, the SACOG Board adopted the final Regional Housing Needs Plan (RHNP) on March 19, 2020. The City has until May 31, 2021 to adopt an updated Housing Element demonstrating that we can accommodate our unit allocation, and an additional three years after adoption to implement programs and actions identified in the Housing Element.

The City's total housing allocation is 12,066 units, of which 6,178 units must be affordable to lower incomes. The City is required to demonstrate it has sufficient vacant land to accommodate these units. Staff completed a draft adequate sites inventory for the Housing Element, and concluded the City has substantial excess capacity to accommodate our share of moderate and above

moderate income housing, but has an approximately 2,800-unit shortfall of housing to accommodate lower income levels. The City's Housing Element will be required to include programs and policies which will provide the needed units.

Staff prepared a draft project description for the Housing Element which identifies several lower income housing accommodation strategies which may be considered. These include the development of Specific Plans for several of the City's aging commercial corridors, which is partially funded by an SB 2 Planning Grant award of \$310,000; a rezone program to identify select vacant properties which could be rezoned to accommodate high density residential uses; and a by-right multi-family housing program which would allow multi-family projects to bypass the requirement for a Design Review Permit if they comply with objective design standards and at least 20% of units are affordable to lower income households.

The grant application requests funding for both the development of the Housing Element and for the implementation of the programs which will be identified in the Housing Element. Funding under this grant will be awarded after the application deadline of July 1, 2020 and must be expended by December 31, 2023.

#### Grant Proposal

The grant proposal attached to this Council Communication includes a draft project description, information on how the proposal is tied to the goals of the grant program, and a draft timeline and budget. The budget included in the grant proposal documents how the grant amount can be used, but is not intended to be inflexible. The grant proposal allows the City to secure a funding source for the required development of the City's Housing Element, while staff continue to develop strategies to accommodate the City's lower income housing needs for City Council review and input. Staff anticipates returning to City Council with a Housing Element workshop in summer 2020.

#### FISCAL IMPACT

Applying for the grant preserves the ability of the City to access \$500,000 in reimbursable grant funding to support the statutorily-required development of the City's updated Housing Element. Approval of the grant application does not negatively impact the City's General Fund. As a reimbursable grant application, the City would be required to spend its own funds up front, which would be reimbursed with the grant funds once work was complete.

#### 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 LEAP Grant application preserves the ability of the City to be provided with a reimbursable grant. It does not commit the City to future action or to any activity with the potential to cause direct or reasonably foreseeable indirect physical changes in the environment, and is therefore not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-225

LEAP Application

RESOLUTION NO. 20-225

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT  
PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et seq., the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Roseville desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville (“Applicant”) as follows:

SECTION 1. The City Manager or his designee is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the application is approved by the Department, the City Manager of the City of Roseville or his designee is authorized to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$500,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED by the City Council of the City of Roseville this June 17, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

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MAYOR

---

City Clerk



# **Local Early Action Planning Grant Application**



**State of California  
Governor Gavin Newsom**

**Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director  
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director  
Department of Housing and Community Development  
Housing Policy Development**

2020 West El Camino, Suite 500  
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: [EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov)

January 27, 2020

## LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email [earlyactionplanning@hcd.ca.gov](mailto:earlyactionplanning@hcd.ca.gov).

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

**Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA)**, the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development  
Division of Housing Policy Development  
2020 West El Camino Ave, Suite 500  
Sacramento, CA 95833**

## A. Applicant Information and Certification

|                                                                                                                                                                                       |            |          |                          |    |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|--------------------------|----|--------------------------|
| Applicant (Jurisdiction)                                                                                                                                                              |            |          |                          |    |                          |
| Applicant's Agency Type                                                                                                                                                               |            |          |                          |    |                          |
| Applicant's Mailing Address                                                                                                                                                           |            |          |                          |    |                          |
| City                                                                                                                                                                                  |            |          |                          |    |                          |
| State                                                                                                                                                                                 | California | Zip Code |                          |    |                          |
| County                                                                                                                                                                                |            |          |                          |    |                          |
| Website                                                                                                                                                                               |            |          |                          |    |                          |
| Authorized Representative Name                                                                                                                                                        |            |          |                          |    |                          |
| Authorized Representative Title                                                                                                                                                       |            |          |                          |    |                          |
| Phone                                                                                                                                                                                 |            | Fax      |                          |    |                          |
| Email                                                                                                                                                                                 |            |          |                          |    |                          |
| Contact Person Name                                                                                                                                                                   |            |          |                          |    |                          |
| Contact Person Title                                                                                                                                                                  |            |          |                          |    |                          |
| Phone                                                                                                                                                                                 |            | Fax      |                          |    |                          |
| Email                                                                                                                                                                                 |            |          |                          |    |                          |
| Proposed Grant Amount                                                                                                                                                                 | \$         |          |                          |    |                          |
| <p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p> |            |          |                          |    |                          |
| <b>1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?</b>                                                                       |            | Yes      | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <b>2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?</b>                                                    |            | Yes      | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <b>Is a fully executed resolution included with the application package?</b>                                                                                                          |            | Yes      | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <b>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</b>                                                                             |            | Yes      | <input type="checkbox"/> | No | <input type="checkbox"/> |
| <b>Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.</b>                             |            | Yes      | <input type="checkbox"/> | No | <input type="checkbox"/> |

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the \_\_\_\_\_ assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

## B. Proposed Activities Checklist

| <b>Check all activities the locality is undertaking. Activities must match the project description.</b> |                          |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                                                       | <input type="checkbox"/> | Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs                                                                                                                                                                                       |
| 2                                                                                                       | <input type="checkbox"/> | Completing environmental clearance to eliminate the need for project-specific review                                                                                                                                                                                                                                                                                                                                       |
| 3                                                                                                       | <input type="checkbox"/> | Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code |
| 4                                                                                                       | <input type="checkbox"/> | Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents                                                                                                                                                                                                                                                     |
| 5                                                                                                       | <input type="checkbox"/> | Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development                                                                                                                                                                                                                               |
| 6                                                                                                       | <input type="checkbox"/> | Revamping local planning processes to speed up housing production                                                                                                                                                                                                                                                                                                                                                          |
| 7                                                                                                       | <input type="checkbox"/> | Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code                                                                                                                                                                                                                                                                                                     |
| 8                                                                                                       | <input type="checkbox"/> | Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas                                                                                             |
| 9                                                                                                       | <input type="checkbox"/> | Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)                                                                                                                                                                                             |
| 10                                                                                                      | <input type="checkbox"/> | Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities                                                                                                                                                                                                                                                                |
| 11                                                                                                      | <input type="checkbox"/> | Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);<br>Establishing Pre-approved architectural and site plans                                                                                                                                                                                                      |
| 12                                                                                                      | <input type="checkbox"/> | Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA                                                                                                                                                                                                                                                                    |
| 13                                                                                                      | <input type="checkbox"/> | Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation                                                 |
| 14                                                                                                      | <input type="checkbox"/> | Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)                                                                                                                                                                                                                                                                                                          |
| 15                                                                                                      | <input type="checkbox"/> | Zoning incentives for housing for persons with special needs, including persons with developmental disabilities                                                                                                                                                                                                                                                                                                            |
| 16                                                                                                      | <input type="checkbox"/> | Planning documents related to carrying out a local or regional housing trust fund                                                                                                                                                                                                                                                                                                                                          |
| 17                                                                                                      | <input type="checkbox"/> | Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production                                                                                                                                   |
| 18                                                                                                      | <input type="checkbox"/> | Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production                                                                                                                                                                                                                                                        |
| 19                                                                                                      | <input type="checkbox"/> | Establishing Prohousing Policies                                                                                                                                                                                                                                                                                                                                                                                           |

### C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

*Please be succinct and use Appendix A or B if more room is needed.*

#### D. Legislative Information

| District                                      | # | Legislator Name |
|-----------------------------------------------|---|-----------------|
| <b>Federal<br/>Congressional<br/>District</b> |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
| <b>State Assembly<br/>District</b>            |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
| <b>State Senate<br/>District</b>              |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |
|                                               |   |                 |

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

## Attachment 1: Project Timeline and Budget

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.



## Attachment 2: Application Nexus to Accelerating Housing Production

*Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.*

| Select at least one                                                                                                     | *Baseline | **Projected | ***Difference | Notes |
|-------------------------------------------------------------------------------------------------------------------------|-----------|-------------|---------------|-------|
| Timing (e.g., reduced number of processing days)                                                                        |           |             |               |       |
| Development cost (e.g., land, fees, financing, construction costs per unit)                                             |           |             |               |       |
| Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion) |           |             |               |       |
| Entitlement streamlining (e.g., number of approvals)                                                                    |           |             |               |       |
| Feasibility of development                                                                                              |           |             |               |       |
| Infrastructure capacity (e.g., number of units)                                                                         |           |             |               |       |
| Impact on housing supply and affordability (e.g., number of units)                                                      |           |             |               |       |
|                                                                                                                         |           |             |               |       |
|                                                                                                                         |           |             |               |       |

**\* Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

**\*\*Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

**\*\*\*Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

### Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

*Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.*

#### State Planning Priorities

| Date of Completion                              | Brief Description of the Action Taken                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Promote Infill and Equity</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>                                                                                                                |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Promote Resource Protection</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i> |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>                                                                                                                                                                                                                                                                                                                         |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Encourage Efficient Development Patterns</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>                                                                                                                                                                                                                                                                                      |
|                                                 | <i>(1) Uses land efficiently.</i>                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)**

*(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.*

*(3) Is located in an area appropriately planned for growth.*

*(4) Is served by adequate transportation and other essential utilities and services.*

*(5) Minimizes ongoing costs to taxpayers.*

*Other (describe how this meets subarea objective)*

**Other Planning Priorities****Affordability and Housing Choices**

*Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.*

*Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.*

*Upzoning or other zoning modifications to promote a variety of housing choices and densities.*

*Utilizing surplus lands to promote affordable housing choices.*

*Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.*

*Other (describe how this meets subarea objective)*

**Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)**

|                                                                                                                                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Conservation of Existing Affordable Housing Stock</b>                                                                                                                                                                                                     |  |
| <i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>                      |  |
|                                                                                                                                                                                                                                                              |  |
| <i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i> |  |
|                                                                                                                                                                                                                                                              |  |
| <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                              |  |
| <b>Climate Adaptation</b>                                                                                                                                                                                                                                    |  |
| <i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>                                                                                                               |  |
|                                                                                                                                                                                                                                                              |  |
| <i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>                                                                                                                            |  |
|                                                                                                                                                                                                                                                              |  |
| <i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>           |  |
|                                                                                                                                                                                                                                                              |  |
| <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                              |  |

**Certification:** I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: \_\_\_\_\_

Certifying Official's Title: \_\_\_\_\_

Certifying Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 4: Required Resolution Template**

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER “CITY COUNCIL” OR “COUNTY BOARD OF SUPERVISORS”] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the city or county] (“Applicant”) resolves as follows:

SECTION 1. The [insert the authorized designee’s TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee’s TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [**\$ enter the dollar amount of the Applicant’s request**], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON [insert the date of adoption], by the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] by the following vote count:

AYES:      NOES:      ABSENT:      ABSTAIN:

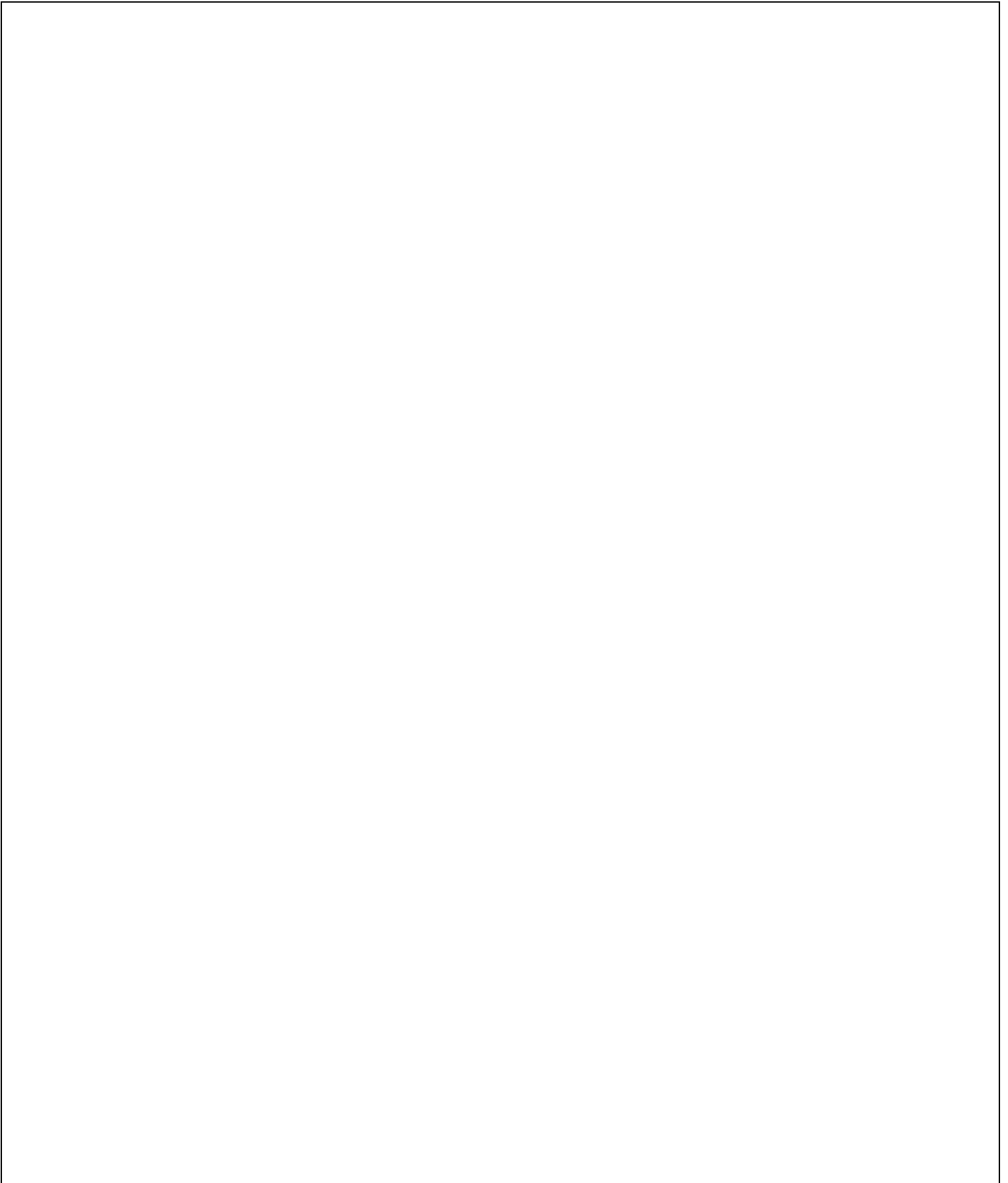
\_\_\_\_\_  
[Signature of Attesting Officer] ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
[Signature of approval] APPROVED

## Appendix A



## Appendix B





## COUNCIL COMMUNICATION

**CC #: 0834**

**File #: 0704**

**Title:** Landscape Architectural Services, Parks Civil Engineering Services, and Architectural Services Civil Engineering Services - On-Call Professional Design Services Agreements

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

**Meeting Date: 6/17/2020**

**Item #: 7.12.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt resolutions to approve professional design services agreements for on-call landscape architectural services, architectural services, and parks civil engineering design services to Callander Associates Inc, Quadriga Landscape Architecture & Planning Inc, Schmidt Design Group, Verde Design Inc, Fuhrman Leamy Land Architecture, WMB Architects, and Warren Engineering; authorize the City Manager to execute the agreements; and authorize the City Manager to execute the agreement extensions based on approved budgets.

### BACKGROUND

In March 2020, Request for Qualifications/Proposals were issued seeking experienced professional design (landscape architecture, architecture, and civil engineering) firms to submit to the Parks, Recreation & Libraries Department for on-call professional design services. The intent of professional design services agreements is to utilize these services to meet project demands. This will allow for more responsiveness to resident, contractor and developer needs along with greater quality control during this time.

Numerous design firms responded to the Request for Proposals. These included:

- Landscape Architects – 18 submissions
- Architects – 6 submissions
- Civil Engineers – 9 submissions

After a panel review and based on the firm's methodology, park project experience, familiarity with the City standards and development processes and technical expertise, the following firms were selected and are recommended for contract approval.

Landscape Architecture\* - One base year with two one-year extensions up to \$200,000 each year:

- Callander Associates Inc



- Quadriga Landscape Architecture & Planning Inc
- Schmidt Design Group
- Verde Design Inc
- Fuhrman Leamy Land Architecture

\*The park development forecast includes new parks and major park rehabilitation projects. Five firms are recommended in order to match specific expertise with project needs as well as provide a fair share of projects amongst several firms.

Architect – One base year with two one-year extensions up to \$150,000 each year:

- WMB Architects

Civil Engineer – One base year with two one -ear extensions up to \$150,000 each year:

- Warren Engineering

Because the architecture and civil engineering design services are specific to rehabilitation projects, one firm for each area of expertise is recommended.

The on-call service agreements do not guarantee an annual amount of work and is in place on an “as-needed” basis. Additionally, annual extensions, if approved, will be based on project workload, need and approved budgets. Approval of extensions is requested to be authorized by Council and delegated to the City Manager.

## FISCAL IMPACT

Work performed under these profession design agreements will be paid using developer fees, capital rehabilitation funds and/or capital improvement project budgets.

## ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



---

Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-237

Callander

Resolution No. 20-238

FuhrmanLeamy

Resolution No. 20-239

Quadriga

Resolution No. 20-240

Schmidt

Resolution No. 20-241

Verde

Resolution No. 20-242

Warren

Resolution No. 20-243

WMB

RESOLUTION NO. 20-237

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND CALLANDER ASSOCIATES  
LANDSCAPE ARCHITECTURE, INC., AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Landscape Architectural Services, by and between the City of Roseville and Callander  
Associates Landscape Architecture, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

### On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation ("CITY"), and Callander  
Associates Landscape Architecture, Inc., a California corporation ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services  
consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated  
April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and  
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on  
June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in  
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty  
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be  
memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to

terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Melissa Ruth, Associate  
12150 Tributary Point Drive  
Suite 140  
Gold River, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a  
municipal corporation

CALLANDER ASSOCIATES  
LANDSCAPE ARCHITECTURE, INC.,  
a California corporation

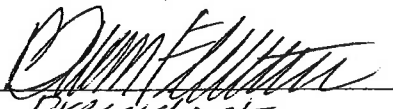
BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:   
its: Secretary

and

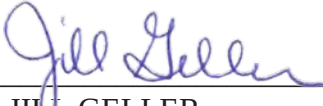
BY:   
its: President

**[SIGNATURES CONTINUED ON NEXT PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

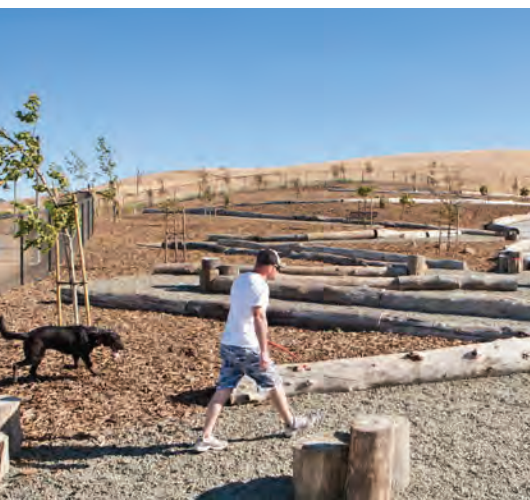
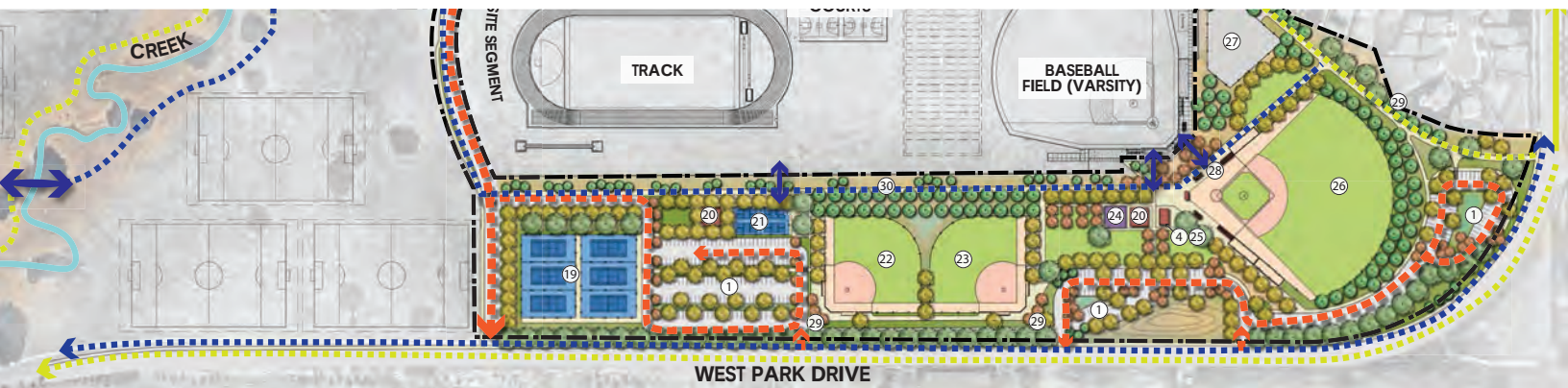
APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director



## EXHIBIT “A”

# ON-CALL LANDSCAPE ARCHITECTURAL SERVICES



Proposal for  
Services

submitted to  
**City of Roseville**  
*City Clerk Department*

April 24, 2020



### Office Location:

12150 Tributary Point Drive, Suite 140  
Gold River, CA 95670  
p. 916.985.4366

Melissa's Cell: 916.599.2993  
Ben's Cell: 916.803.0441

### Email Address:

[mruth@cavalleyoffice.com](mailto:mruth@cavalleyoffice.com)

### Website:

[www.callanderassociates.com](http://www.callanderassociates.com)

**Small Business Enterprise (SBE) #38387**  
**DIR Registration #1000060167**



CONNECT



EDUCATE



LIVE + WORK



RECREATE



SUSTAIN

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#### CALA IN-HOUSE CONSTRUCTION MANAGER:

Our in-house construction manager will bring added value to all of the projects under this on-call for the City, especially for any private development plan reviews and park construction services. By using a variety of checklists and related tools, he is able to quickly resolve site issues, avoid potential delays, and facilitate timely responses. Benefits to the client include enhanced quality control, reduced response times, and reduced client staff involvement.

# COVER LETTER

Ms. Tara Gee  
Parks, Recreation & Libraries  
City of Roseville  
316 Vernon Street, Suite 400  
Roseville, CA 95678

Ms. Gee,

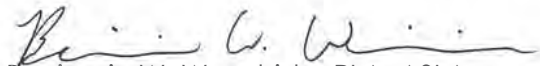
We are excited for the opportunity to assist you and the City in providing quality recreation for the community. We have enjoyed working with you over the past few years on a growing list of varied projects which speaks to the depth of our team. Our company culture is centered on relationships where we have become an extension of City staff, it allows us to assist from things like grant applications and plan reviews up to providing full planning and construction documents for large sports complexes. We look forward to continuing to build our relationship with you and the City as we push the limits on park design and creativity.

CALA is fully prepared to execute this on-call contract and address the City's projects, requested services and adhere to the requirements described in this RFP, including Addendum #1, Addendum #2, and Addendum #3.

Melissa Ruth will serve as your primary project manager and point of contact but as always, feel free to contact me with any questions you have. One of our proudest recent achievements are the awards won for the downtown bridges project. But truth be told, our favorite part is the success of all the collaboration that it took to make that project special.

We appreciate the opportunity to submit our Statement of Qualifications.

Sincerely,



Benjamin W. Woodside, PLA, ASLA  
Principal/Owner/Corporate Secretary  
bwoodside@cavalleyoffice.com  
12150 Tributary Point Drive, Suite 140  
Gold River, CA 95670  
p. 916.985.4366  
c. 916.803.0441



Melissa Ruth, PLA, ASLA, CPTED, QSD/P  
Associate/City Point of Contact  
mruth@cavalleyoffice.com  
c. 916.599.2993

“ Great people building community  
through exceptional service and  
indelible design “

Callander Associates (CALA) Vision Statement

# SIGNATURE REQUIREMENTS

## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

NAME OF BUSINESS



SIGNATURE

BENJAMIN W. WOODSIDE, CORPORATE SECRETARY/PRINCIPAL

NAME & TITLE, TYPED OR PRINTED

12150 TRIBUTARY POINT DRIVE, SUITE 140, GOLD RIVER, CA 95670

MAILING ADDRESS

916.985.4366

TELEPHONE NUMBER

BWOODSIDE@CAVALLEYOFFICE.COM

EMAIL

Type of Organization:

\_\_\_\_ Sole Proprietorship

☒ Corporation

\_\_\_\_ State of Incorporation

\_\_\_\_ Partnership

\_\_\_\_ Limited Liability Company



# TAB A

## FIRM'S QUALIFICATIONS

### MEADOWS PARK: 11.2 acre park

Due to the fall of the housing market in 2008, this neighborhood park was put on hold. 12 years later, the City brought back on CALA to dust off the plans to accommodate the community's request to build. Restarting a project like this had its challenges including the redesign of the grading plan due to additional soil being stockpiled on site after the original survey work was completed, locating record information for utilities from the developer, and modifying the planting and irrigation plans to meet new state water ordinances. The project also had to be developed into a multi-phased project since the funding for the project was already set and construction costs had increased significantly over time. Services included: master plan renovations, conceptual design, CDs and bidding assistance. Construction started 2020, bid in 2019.



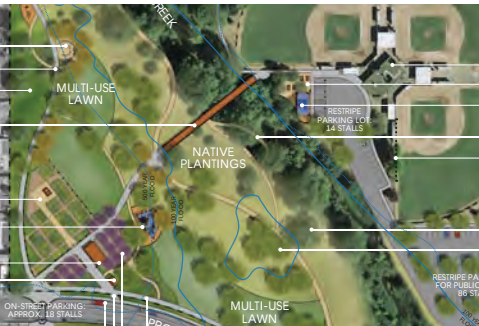


# ABOUT CALA

Since 1973, **Callander Associates (CALA)** has centered our practice on public works landscape architecture. That focus continues today with over 80% of our current work consisting of parks and recreation projects, many of which have come from similar, long term, on-call relationships. In providing these services to municipalities as diverse as Sacramento, Woodland, Fairfield, Stockton, Napa, and Rancho Cordova we have become intimately familiar with contracting requirements, agency standards, emphasis on schedule, and diversity of project type.

Services have included: private development plan reviews, constuctibility reviews, grant application writing, community outreach, feasibility studies, master planning, capital improvement programming and phasing, design development, construction documents, permit assistance, bidding assistance and construction administration. Projects are implemented according to regulatory, local, and state requirements, including playground, irrigation, transportation, utility, riparian, wildlife, and accessibility

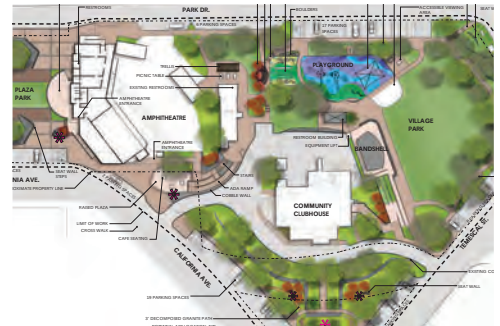
CALA is the prime consultant on the majority of projects taken on by our firm. As the prime we have had the opportunity to coordinate with private entities (local developers, architects, engineers, school districts, Universities/Colleges, etc.) and numerous local municipalities including; El Dorado Hills CSD, Cordova Rec & Park District, City of Rancho Cordova, City of Davis, Arden Rec & Park District, Rio Linda Elverta Rec & Park District, City of Roseville, City of Fairfield, City of Vacaville, and:



CITY OF NAPA



CITY OF SACRAMENTO



FAIR OAKS REC & PARK DISTRICT



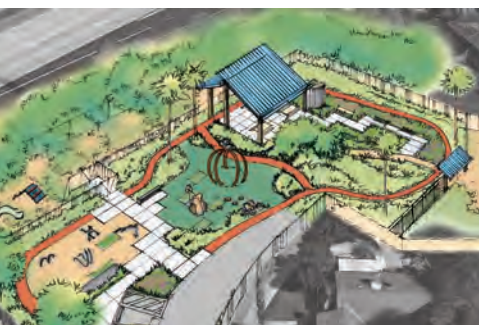
CITY OF STOCKTON



CITY OF LODI



CITY OF WINTERS



SUNRISE REC & PARK DISTRICT



CITY OF WEST SACRAMENTO



CITY OF WOODLAND

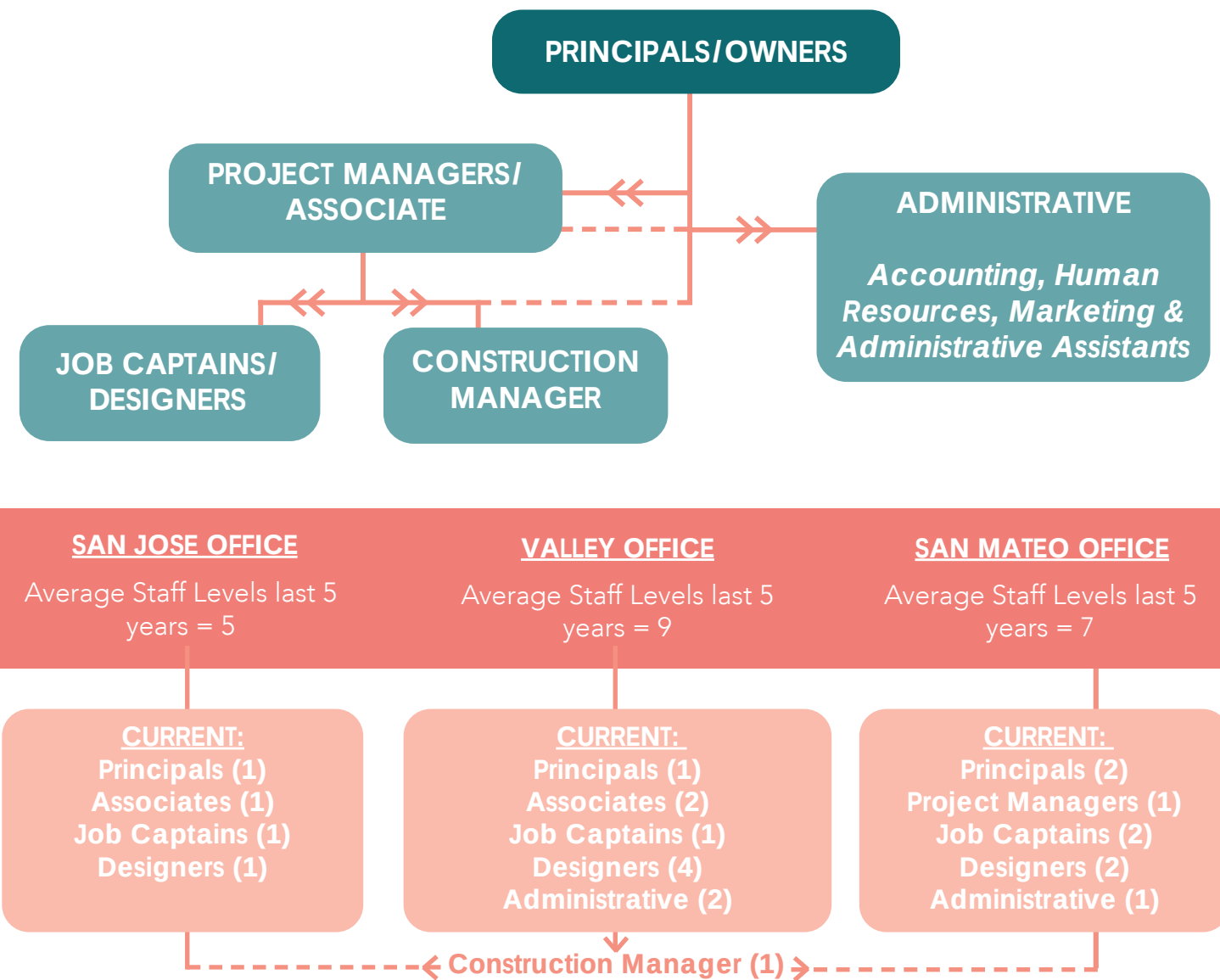
### City of Roseville Projects:

Roseville Fire Stations Site Renovations  
Roseville Downtown Streetscape Improvements  
Roseville Downtown Bridges  
F-56 Park/Historic Fiddymment House Master Plan  
Goto Park  
Woodcreek Oaks Widening  
Royer Park Civic Plaza  
I-80 Auxillary Lanes

### Plan Review & City Standards Preparation for:

City of West Sacramento  
City of Fairfield  
City of Sacramento  
City of Woodland  
City of Stockton  
Rancho Cordova Recreation & Park District  
Riverlake Association

## FIRM ORGANIZATION CHART



A staff of 23 design and administrative professionals provides the firm with a wide range of backgrounds and resources. In addition to having a large number of licensed landscape architects, CALA offers specialized expertise from our LEED Accredited Professionals, Qualified SWPPP Developers (QSD), Construction Manager, Certified Landscape Irrigation Auditor (to meet California's Model Water Efficient Landscape Ordinance), CPTED Professionals, Certified Playground Inspectors, STMA members, and certified Arborists.

## SERVICES

CALA will be the Prime Consultant for this on-call effort providing as needed expertise and services, including:

Plan Review Services  
Multi-Department/Multi-Agency Coordination  
Subconsultant Coordination  
Arborist  
Public/Stakeholder Outreach  
PS&Es

Conceptual Designs  
Construction Assistance  
Bidding Assistance  
Construction Management  
Grant Assistance  
Award Submittals

## TEAMWORK

### SUBCONSULTANTS:

What we don't have in-house we can provide through subconsultants. Because we routinely work as a prime consultant we have extensive experience in contracting for outside services and would recommend several parks and recreation specialized subconsultants that have successfully served us on other similar projects. Our relationships with many of these consultants go back more than 25 years. Those kinds of relationships pay dividend, particularly on projects with challenging schedules where the responsiveness of the subconsultant is all important to the project's success. Depending on the project and needed services we will pull from this talented list of subconsultants. For a parks project, we would propose to use the same team we have worked with on other Roseville projects. Our team would include:



**Civil/Survey:** Morton & Pitalo 40+ years in business providing civil engineering, land planning, land surveying and traffic engineering services throughout the Sacramento, Placer and El Dorado areas. Certified MBE, SBE, U/DBE and SEED.



**Electrical:** M. Neils Engineering, celebrating 30 years as a Sacramento area based electrical engineering firm. Certified SBE.



**Structural:** Buehler & Buehler, over 75 years providing practical, economical structural engineering solutions throughout Northern California.



**Geotechnical:** Geocon, 49 years of providing geotechnical engineering services for both public and private sector clients within Northern California.

Other disciplines we can bring on depending on the project include:

- Mechanical and Electrical Engineering
- Environmental & Biological consultants
- Architecture
- Historic Preservation



## TAB B EXPERIENCE AND REFERENCES

400+ Park projects  
constructed



150+

Park rehabilitation  
projects

1,000+

Plan reviews &  
constructibility  
reviews



## CITY OF FAIRFIELD

Callander Associates has assisted the City with multiple parks & recreation master plans and construction projects. Many of those projects included extensive outreach efforts with neighborhood and community members. Throughout each of these projects, Callander has worked closely with the City to develop project goals, identify potential roadblocks, and create multiple defensible design alternatives. Throughout the construction document process, we have acquired valuable knowledge of the City standards and procedures and have gained an understanding of maintenance activities and climate conditions.

Some of our favorite Fairfield Projects include:

- Paradise Valley Park
- Dover Park
- Tabor Park
- Cordelia Community Park
- Fairfield Police Department Improvements
- Fairfield Transportation Center
- Gold Hill Road Median Improvements
- Fairfield/Vacaville Train Station
- Allan Witt Park Renovation
- Node 4A Linear Park

**2019 American Public Works Association's Award Winner**

Ph 1: 2008 - 2010 / \$3.5M

Ph 2: 2012 - 2015 / \$3.7M

Ph 3: 2015 - 2018 / \$2.8M

### CORDELIA COMMUNITY PARK



Fred Beiner, City of Fairfield (707) 428-7431, [fbeiner@fairfield.ca.gov](mailto:fbeiner@fairfield.ca.gov)

After over 15 years of planning by the community Cordelia Community Park is open to the public. CALA performed detailed analysis of the 48 acre site which included large groves of over 320 Eucalyptus trees, cattle grazing land, and Little League baseball fields. Due to the park size and elevation changes, security and visibility were major concerns. Security cameras, teen loitering deterrents, and lighting were strategically placed throughout the park to deter illegal activity. Phase One included median improvements, multi-use ball fields, toddler and school age playgrounds, and a restroom building. Phase Two included a roller hockey rink, skate node, restroom building, group picnic area, bocce ball courts, horseshoe pits, small and large dog parks, multiuse trails and a parking lot. The multi-use trail that was constructed along the upper edge of the park provided the much needed connection between the residential developments on both ends of the park. Phase Three included putting green, tennis courts, sand volleyball courts, additional picnic shelters, overlooks, additional educational signage and fitness areas. Challenges included: establishing lighting standards, complex grading plan, phased irrigation system

**Services: design development, master planning, programming, phasing plans, park safety plans, arborist services, stakeholder outreach, City standards, public outreach, PS&Es, environmental documentation, bidding and construction administration, WELO documentation, irrigation design**



## CITY OF SACRAMENTO

Callander Associates has worked on over 50 parks, recreation facilities, trails, public buildings and roadways/streetscapes projects for the City of Sacramento. Typical services as the prime consultant include programming, public outreach, plan reviews, City standards assistance, site analysis, irrigation analysis, master planning, design development, full PS&Es, bidding and construction assistance.

Some of our favorite City of Sacramento Projects include:

- Historic McClatchy Park Renovation
- Southside Park Master Plan
- Sutter's Landing Park Master Plan
- Valley Oak Park Master Plan
- Shasta Park Phase 1 and 2

- Roosevelt Park
- Witter Ranch Park
- McKinley Park Phase 2
- Orchard Park Phase 2
- Ninos Parkway Phase 3
- Southside Park "Universal Universe" Playground
- North Natomas Regional Park & Dog Park
- Del Rio Trail
- Historic Memorial Auditorium
- Third and Broadway
- Meadows Park
- Gardenland Park

**Show the Flow project for  
October 2020 tour**

## DOU DEMONSTRATION GARDEN

July 2016 - Current  
\$702,730



Roshini Das, City of Sacramento, 916.808.6270, [RDas@cityofsacramento.org](mailto:RDas@cityofsacramento.org)

DOU recognized an opportunity to upgrade the existing facility to become an attractive and aspirational garden to inspire and educate customers and community members. This project is a full renovation of the existing demonstration garden in order to exemplify current best practices of water conservation, stormwater management, and planting/irrigation design. Improvements include rehabilitation of the existing LID features, turf reduction, installation of native and climate-adapted low water use plantings, irrigation system upgrades to demonstrate water-efficient technologies, and a demonstration rainwater capture/reuse system. Interpretive signage and expanded walking paths allow visitors to engage with the landscape and learn more about the design practices showcased in the garden, and an outdoor classroom provides educational space for classes open to the public hosted by DOU. Challenges: Incorporating many sustainable techniques on an existing, heavily used and very constrained site included rainwater capture and reuse, bio swales, permeable pavements and low water use landscape. The best landscape asset on the site is also the biggest challenge. The constrained planters around the building have many mature oak trees that require protection and enhancement.

**Services: irrigation design, WELO documentation, conceptual design, stakeholder outreach, PS&Es, construction assistance, wayfinding, City standards, educational signage**

## CITY OF WOODLAND

Since 2008, Callander Associates has been providing services to the City of Woodland on numerous parks and recreation projects including irrigation rehabilitations, grant assistance, landscape inspection services, plan reviews & constructibility reviews, full PS&Es, arborist/tree inventory, City wide landscape standards.

Some of our favorite Fairfield Projects include:

- Freeman Park Rehabilitation
- Main Street Streetscape Improvements
- Clark Field Rehabilitation
- Woodland Sports Park
- City Park
- Harris Park
- Woodland Parks (27 park sites) Irrigation Renovations

- Woodland Irrigation Pilot Program
- City Wide Landscape Standards
- City Plan Checks for Private Development
- I5/CR102 Interchange Landscaping
- Walnut Lane Roundabout
- Hiddleson Pool
- Charles Brooks Community Center

### SPRINGLAKE N1 AND N3 PARK SITES

Park N1: 2015-2018 Ph.1 \$511,253  
Park N3: 2015-2018 \$2.2M



Brent Meyer, City of Woodland, (530) 661-5947, [brent.meyer@cityofwoodland.org](mailto:brent.meyer@cityofwoodland.org)

Callander Associates worked with the City of Woodland on two comprehensive park master plans for parks located in the heart of a newer neighborhood. The Park N1 site is located in a development that is currently under construction and does not have any neighbors, so the public workshops were held in conjunction with the Park N3 park site. The goal of the workshops was to establish a vision for the park and develop a phased design that will be implemented as homes are built around it.

For Springlake N3 Park, the exact limits were not yet defined to the community due to zoning changes, so CALA explored multiple site configuration options and park amenity programming. Opinions varied and the City was open to ideas so it was truly an open discussion with the neighbors to find out what they wanted. Concerns were raised about the size of the park possibly drawing in outside residents to the park and crowding the streets. By keeping things on a smaller scale (small shelters, 1/2 court basketball, small - non traditional play areas) the park will be less attractive to outside users but will become a destination for families of the neighborhood.

**Services: design development, master planning, programming, phasing plans, CPTED, public outreach, PS&Es, bidding and construction administration, WELO documentation**



## CITY OF ROSEVILLE

For the past 10 years Callander Associates has had the opportunity to work on a variety of projects for various City of Roseville departments, both as a Prime Consultant and a Subconsultant. With this experience we are familiar with City standards for both Public Works and Park, Recreation & Libraries Department.

Some of our favorite Fairfield Projects include:

- F-56 Joint Use Park & Historic Fiddymment House
- Roseville Fire Stations Site Rehabilitations

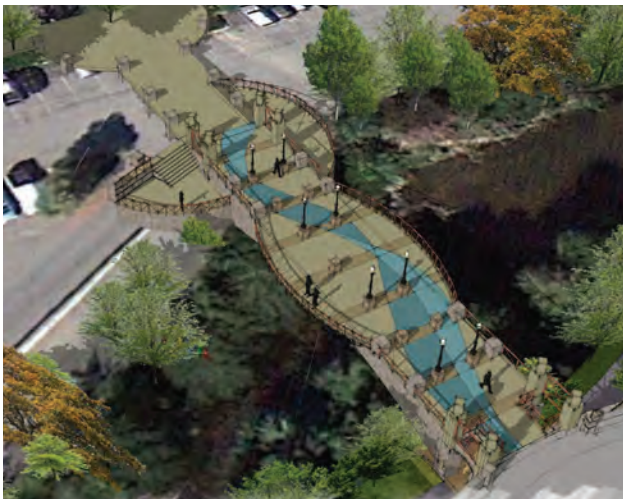
- Royer Civic Plaza
- Woodcreek Oaks Widening
- Goto Park
- I80 Auxiliary Lanes
- Roseville Downtown Streetscape Improvements

**2019 American Public Works  
Association's Award Winner**

**2019 CPRS Award Winner**

June 2013 - Sept 2019  
\$9M

### DOWNTOWN BRIDGES



Jeanie Gandler, City of Roseville (916) 776-1289, [jgandler@roseville.ca.us](mailto:jgandler@roseville.ca.us)

The project consisted of relocation of a historic bridge, construction of a new bridge and installation of a prefabricated bridge all across Dry Creek. The bridges, while different in style, provide a cohesive story of connecting community to recreation. The Downtown Bridge is a 30 foot wide pedestrian bridge designed with a contemporary interpretation of the WPA style. All around the project are opportunities for education from the creek to the historic bridge to the views of downtown. The Downtown Bridge celebrates the rich history of Roseville with interpretive panels and timelines with etchings of historic photos of Roseville provided by the City and the Roseville Historical Society. The historic bridge known as the Rube Nelson "Ice House Bridge" was carefully lifted, restored, and relocated providing the much-needed trail gap closure allowing access across the creek from Downtown to Royer Park. The trail continues under the new Downtown Bridge and connects to the newly installed replacement bridge that connects the library to the southern end of Royer Park. Specific challenges that CALA faced included: Addressing concerns with Bridge Lighting over the creek where any light spill would interrupt Salmon migration. Aesthetic design that told a story, had consistency throughout the project but also allowed for a unique experience at each bridge. Safety and security were a top concern.

**Services:** bridge aesthetics, conceptual design, community outreach, stakeholder outreach, multiple agency coordination, PS&Es, irrigation design, signage/placemaking

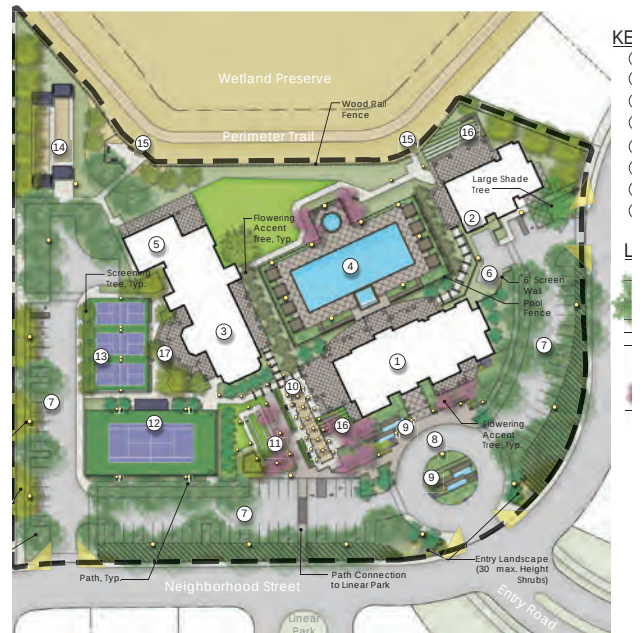


## K. HOVNANIAN HOMES

### The Ranch

CALA was hired as the project landscape architect to develop landscape plans for a unique new subdivision on Rancho Cordova. The project includes 530 acres of land, over 200 of which is a protected wetland and prohibited from development. CALA's experience with developing sustainable landscape designs near sensitive habitats are and will be key to the success of the project. The first phase of the project was the development of a schematic level design plan for a 55 plus retirement community clubhouse. The goals of the clubhouse landscape plan was to create an vibrant parklike feature for the over 700 single family active adult community. The grounds are buffered to the west by a nature trail network and the protected wetland. CALA worked with the project architect on the clubhouse design which focused on orienting the buildings and views to the wetland, all while bringing in active leisure amenities such as bocce courts, pickleball, tennis, swimming pool, yoga lawn, and multi-function patio space. Access to the trail network and internal parkways were also developed. Plans were included in the design review submittal to the City of Rancho Cordova. CALA is also working on plans for the main access road Chrysanthy Blvd creating a unique landscape palette for the community while complimenting the adjoining developments.

Sept 2019 - current  
unknown



Olga Sciorelli  
916.945.5362

OSciorelli@khov.com

**Services: master planning, design development, PS&Es, multiple agency coordination**

## WOODSIDE HOMES

### Douglass 98 Open Space, Streetscapes & Entries

CALA has had the pleasure of working with the Cordova Recreation and Parks District, the City of Rancho Cordova and Woodside Homes on the design and implementation of multiple open space amenities for the Douglas 98 (Cypress) development. These spaces include three landscaped pedestrian paseos, the seven-acre Labyrinth Community Park, one-acre Cypress Grove Neighborhood Park. A second neighborhood park is currently in development. As the ultimate owner of the park spaces, the District had a vision that the parks would provide opportunities for relaxation and contemplation while satisfying the active recreation needs of the community. Through a collaborative design process, the District's vision was translated into densely treed spaces with meandering walkways leading to small intimate seating areas for one or two and separate areas for larger gatherings and play. Since these parks and paseos fall under the jurisdiction of multiple reviewing agencies, in addition to the District, and the City, CALA worked with the County Sewer and Water Agencies as well as the Sacramento Metro Fire to make sure all needs and requirements were met. CALA is also working on the streetscapes design within this community.

Jun 2019 - current  
\$3.9M



Brian Cutting/Woodside Homes, 916.850.1703  
brianc@woodsidegroupinc.com

Cristina James/CRPD, 916.842.3312  
cjames@crpd.com

**Services: master planning, preliminary design, phasing, WELO documentation, irrigation design, PS&Es, gateway/entry design, placemaking bidding & construction assistances**

# TAB C QUALIFICATIONS OF TEAM



STAKEHOLDERS

## KEY PROJECT TEAM

**TARA GEE**  
Park Planning &  
Development

**VARIOUS CITY  
DEPARTMENTS**

**Project Manager/City Contact**  
**Melissa Ruth, PLA, QSD/P, CPTED**

Principal in Charge - QA/QC  
Ben Woodside, PLA, ASLA

Construction Manager  
Shawn Sanfilippo, ISA, CLIA

## CALA SUPPORT TEAM



Job Captain  
Iqra Anwar, PLA



Designer  
Amanda Holtman



Designer  
Cameron Roach



Designer  
Belinda Setliff



Designer  
Arum Cho



# CITY DAY-TO-DAY CONTACT

ASSOCIATE PROJECT MANAGER : Melissa Ruth, PLA, QSD/P, CPTED



- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo
- Qualified SWPPP Practitioner/Developer (QSD/P)
- CPTED Specialist
- Licensed Landscape Architect, California
- CA MWELO Expert

16 years with CALA

As the City's day-to-day contact for this on-call arrangement, Melissa will bring over 16 years of public project experience which includes the planning, coordination and design of over 40 recreation and connectivity projects. She is our resident expert on Stormwater low impact development. Her training in CPTED has been invaluable in identifying and addressing safety in park design. Her strong graphic design background has been an asset to the company for presentations at community workshops, written reports, and design of interview boards. During her time at CALA she has developed great relationships with her clients and contractors; but it is her ability to reach consensus and coordinate with multiple stakeholders that clients most appreciate.

## Relevant Experience:

Roseville Downtown Bridges, Roseville  
Roseville Fire Stations Renovation, Roseville  
Roseville Downtown Streetscapes, Roseville  
F-56/Historic Fiddymont House Master Plan, Roseville  
Cordelia Community Park, Fairfield  
Dover Park, Fairfield  
Allan Witt Park Fairfield  
Linear Park, Fairfield  
Meadows Park, Sacramento  
Sutters Landing Park, Sacramento  
McKinley Park, Sacramento  
Village Park, Fair Oaks  
Cabana Park, Carmichael  
Carson Creek Development, El Dorado Hills  
Springlake N1 Park, Woodland  
Springlake N3 Park, Woodland



Working with the Fair Oaks Recreation and Park District, Melissa helped develop an effective public engagement plan blending outreach techniques to maximize participation and get the most feedback possible. Site tours, a Kids Workshop, a live voting event/presentation at the local Brew Pub, Concerts in the Park, Movies in the Park, stakeholder meetings, and online surveys were all part of the outreach process.

## PRINCIPAL IN CHARGE : Ben Woodside, ASLA



- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo, 1997
- Licensed Landscape Architect, California & Nevada

22 years with CALA

Ben's role will be Quality Control/Quality Assurance, Plan Reviewer, as well as the lead facilitator on any community outreach that is needed. With 22 years of experience, Ben has overseen more than 65 recreation projects from feasibility and master planning through construction. Recent public projects have involved a number of public workshops and interactive design charrettes with stakeholders, multiple agencies, school districts and neighbors. His diverse background in project types has made his design and construction cost estimating skills invaluable to our public works clients. He has demonstrated his thorough knowledge of the design process from simple to complex projects. His ability to listen closely to clients is why he has a solid client base that counts on him to get their projects complete and under budget in a timely manner.

### Relevant Experience:

Douglass 98 Open Space & Trails, Rancho Cordova  
Roseville Downtown Bridges, Roseville  
Roseville Fire Stations Renovation, Roseville  
Roseville Downtown Streetscapes, Roseville  
F-56/Historic Fiddymont House Master Plan, Roseville  
Labrynth Community Park, Rancho Cordova  
Cypress Grove Park, Rancho Cordova  
Douglass 98 Streetscapes, Rancho Cordova  
City of West Sacramento Plan Check  
City of Woodland Landscape Standards  
Cabana Park, Sacramento  
Del Rio Trail, Sacramento  
William Long Park Sacramento  
Shasta Community Park, Sacramento  
McClatchy Park Renovation, Sacramento  
Roosevelt Park Renovation, Sacramento  
Sutters Landing Park, Sacramento  
Stephen Harris Tennis Court Rehab, El Dorado Hills  
Dover Park Rehabilitation, Fairfield  
Allan Witt Park Renovation, Fairfield  
Cordelia Community Park, Fairfield  
Node 4A Linear Park, Fairfield

### ON-CALL PLAN REVIEW SERVICES: CITY OF WEST SACRAMENTO, WOODLAND, STOCKTON

Proven experience in public capital improvement projects, preparing clear and concise contract documents, flexible scheduling and a proactive management style to head off complications before they arise: these are the assets that West Sacramento, Woodland and Stockton have appreciated in Callanders plan review services. Amid growing concern within City staff that demand for timely plan checks could not be met, these three growing cities brought Callander on board to assist staff in reviewing developer plans for compliance with the various design and technical standards of the respective Cities. Plan review services have included everything from turkey park projects to streetscapes. Callander was able to provide to additional services in developing landscape design guidelines for park projects as well as city-wide design and landscape standards for public works projects. In addition, we were able to provide our construction manager to act as the City's landscape inspector for both public and private development.



## CONSTRUCTION MANAGER/ARBORIST/IRRIGATION AUDITOR: SHAWN SANFILIPPO, CLIA, ISA



- Bachelor of Science in Ornamental Horticultural, Cal Poly, San Luis Obispo
- Certified Arborist
- Certified Landscape Irrigation Auditor
- EPA Watersense Partner

19 years with CALA

Shawn brings over 28 years of practical landscape construction experience. He has overseen the installation of over \$30 million in parks and other recreation projects since joining the firm in 2001. His responsibilities as the construction manager are to maintain budgets and schedules, work closely with both client and contractor, and oversee construction for conformance with construction documents. Due to Shawn's extensive experience, he is also involved in the majority of project cost estimates. Benefits to the client include enhanced quality control, reduced response times, and reduced client staff involvement. He is also a certified Arborist and Certified Irrigation Auditor.

### Relevant Experience:

Woodland Irrigation Audit Pilot Program, Woodland  
Sierra College Arborist Services, Rocklin  
Las Positas Irrigation Audit, Las Positas  
Sutters Landing American River Pkwy, Sacramento  
Castle Rock State Park  
Cordelia Community Park, Fairfield  
Springlake Parks N1 & N3, Woodland  
Creskide Sports Park, Campbell  
Santa Cruze Avenue Irrigation Improvements  
Stojanovich Family Park, Campbell  
Lower Guadalupe Trail, San Jose  
William Long Park, Sacramento  
Edna Gleason Park, Stockton  
Fong Park, Stockton  
Fremont School Park, Menlo Park  
Garrigan, Fong and Shropshire Parks, Stockton  
Gleason Park, Stockton  
Greer Park, Palo Alto  
Happy Hollow Access Improvements,  
Las Palmas Park, Sunnyvale  
Paul Weston Park II, Stockton  
River Glen Park, San Jose  
River Park, Stockton  
Shoreline Play Structure, Mountain View  
SSF Sculpture Garden, South San Francisco  
Stockton Playground Renovations, Stockton



*"It's a team effort, so I enjoy working with the Client and Contractor to provide a seamless project that everyone can be proud of at the end of the day."*

# TAB D METHODOLOGY

## SOUTHSIDE PARK RENOVATION





## PERFORMING WORK RAPIDLY, EFFICIENTLY AND ECONOMICALLY

Our staff takes pride in completing technically challenging projects, on time, within scope, and on budget. Our award-winning projects, return of past clients, and recommendations of team players and references are a testament to a strong management team. This level of performance requires a systematic approach to project ownership in all aspects of our design practice. The following components are integral to our approach:

**Versatility:** Within our firm, we have a substantial 'tool box' at our disposal. Our staff consists of; licensed landscape architects, certified arborists, certified playground safety inspectors, certified irrigation auditors, public outreach specialists, QSD/P professionals, CPTED specialists, and LEED accredited professionals. These are current, relevant certifications that find application on our projects every day.

- Experienced Project Managers: Led by Ben, all our project managers are committed to a high degree of professional service and are reliable managers. Their creative design ideas and insights have proven worthy on multi-million dollar streetscapes, public buildings, trails, parks and much more.

**Responsiveness:** On-calls are often employed to respond to sudden demands. It only works when the service provider can 'jump on it'. We have demonstrated this ability to other municipalities and are committed to being available to the City of Roseville in this fashion.

- Schedule Control: CALA develops a detailed schedule at the beginning of the project, update it on a monthly basis, and informs staff to resolve any significant implications to design during project development. Weekly reviews of project schedules, identification of 'critical path' tasks and frequent communication with clients all help to assure that deadlines are met. We have found that creating a realistic schedule, based on previous planning experience, is a cornerstone to managing the entire process.
- Stakeholder and City Needs: Our team is skilled at striking a creative design solution that is site responsive and meets City planning, stakeholder, task force, regulatory, environmental, technical, code and safety issues, and is aesthetically pleasing and functional. CALA has experience in consensus building, project facilitation, and meeting City guidelines and project goals. We have the ability to complete a project from concept design to final completion.



**MCCLATCHY PARK**

To take advantage of grant funding, Callander moved efficiently from Design Development to 100% CDs in just over one month.



**DEL MONTE PARK**

Fast track schedule going from environmental documentation to 100% CDs in less than 6 months.

## On Schedule



## PLAN REVIEW SERVICES

As a longstanding firm with an emphasis on public sector projects, CALA has seen our share of landscaping plans, construction drawings and guidelines. All too often, landscape design guidelines are difficult to understand and difficult to implement. They consist of overly labored lists of what is and isn't permissible. Our firm recognizes that clarity, consistency, communication, and appropriately applying standards to specific projects are the cornerstones to proper plan review services. Acting on the City's behalf as plan reviewer, we will actively participate in the planning process to ensure quality contract documents maintain the integrity of the City's Design Review Program, proactively recognize issues before they become problems, and complement City staff's own efforts. CALA is prepared to proactively address any and all City requests for these services. As your "staff", we recognize that part of our responsibility is to evaluate:

- a. what's been completed to date,
- b. what's been overlooked to date,
- c. what needs to be completed now,
- d. determine conformance with City ordinances and standards,
- e. review all developer projects per design review guidelines,
- f. what steps need to be taken thereafter, and then,
- g. document the process and communicate the action plan.

## EXTENSION OF CITY STAFF

Over 80% of the projects undertaken by Callander are public projects. Our goal is that you come to perceive us as an extension of your staff. Demands on your time are minimized because we take it upon ourselves to propose solutions where problems present themselves. You are allowed to do your best work by reviewing and responding to options that we present to you rather than directing your day-to-day efforts.

## QUALITY CONTROL OF REPORTS AND CONSTRUCTION DOCUMENTS

We want to ensure that we are delivering superior services to our clients, so on every project we have a designated QA/QC Manager to oversee the multi-layered process. We intend to maintain QA/ QC standards through: ensuring a clear understanding of the project deliverables and scope; identification of the specific QA/QC responsibilities of the team members; frequent checking procedures throughout the plan submittal process; developing 'living' project schedules to monitor progress and implement proactive steps to allow the highest achievable degree of schedule conformance; and, providing procedures for management of new and existing project information.



**CORDEROS PARK**  
Estimate: \$1,664,671  
Low Bid: \$1,614,668



**RICK GONZALEZ SR PARK**  
Estimate: 2,941,687  
Low Bid: \$2,206,694



**CORDELIA PARK PH. 3**  
Estimate: \$2,584,759  
Low Bid: \$2,625,000

**Within Budget**

## SAFETY

People are drawn to areas that are attractive; where they feel safe and comfortable and, in turn, treat such areas with greater respect and a sense of ownership and pride. The application of concepts and principles of Crime Prevention Through Environmental Design (CPTED – pronounced “sep-ted”) can effectively discourage crime, maximize community livability and compatibility, and reinvigorate aging Cities and public facilities by encouraging legitimate use and greater visibility. Your team of proven design professionals will work with staff, law enforcement, health and safety, and the public to understand the safety concerns and determine how space, structures, lighting, activities and access may best contribute to the level of public safety desired.

## CREATIVITY

Creativity in park design has been a cornerstone of our practice since the firm's inception. Public participation, working with budget parameters, attention to the “edge” conditions, understanding utility implications, understanding utility implications, design of dual use storm water detention areas and creatively fulfilling the park and recreation needs of the community are all part of the process that drives the design.





# TAB E

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DEL MONTE SPORTS PARK

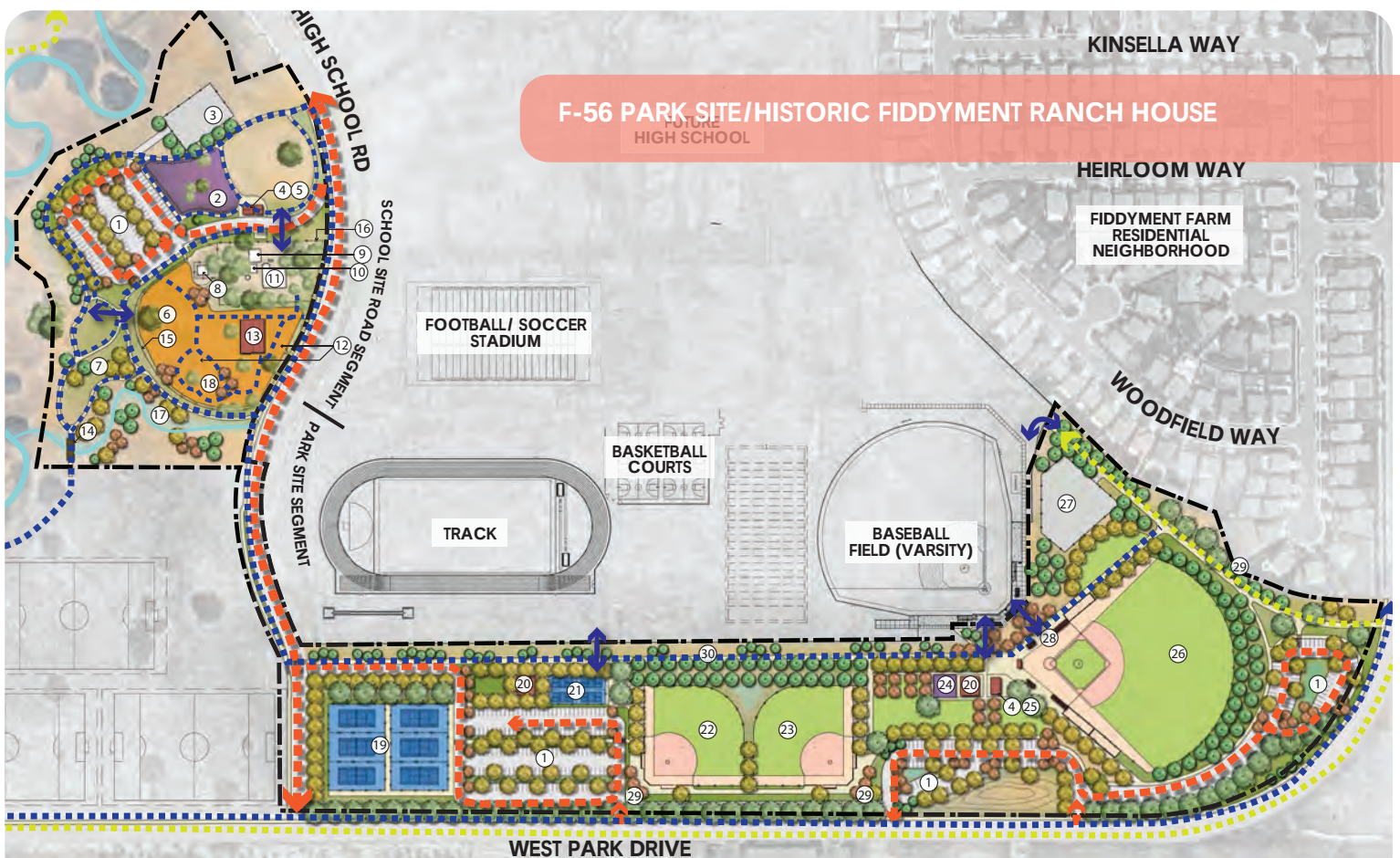


PASSATEMPO PARK



# TAB F HOURLY RATES

UNDERSTAND GOALS & OBJECTIVES  
FACILITATE PROGRAM DEVELOPMENT  
BURN THROUGH LOTS OF TRACE  
COLLABORATE  
ILLUSTRATE + VISUALIZE  
FOCUS ON IMPLEMENTATION  
FACILITATE PERMITS  
MANAGE BID AND CONSTRUCTION PROCESS  
REALIZATION + CELEBRATE



# TAB G

## REQUIRED STATEMENTS/DOCUMENTS



**RENOVATE**  
allan witt park

KEYNOTE LEGEND

### FAMILY ACTIVITY AREA

1. Accessible Play Area
2. Fitness Course/Senior Fitness

### SPORTS COMPLEX

3. Batting Cages/Storage, typ.
4. Challenger Field (Artificial Turf)
5. Play Area
6. Existing Little League Baseball (2)
7. Softball Field (300'), typ.
8. Softball Field (225')
9. Multi-Use Artificial Turf Field
10. Adult Baseball (400')
11. Perimeter Fence
12. Small Shade Shelter
13. Concession Building
14. Practice Field

### COMMUNITY GATHERING AREA

15. Plaza
16. Large Shade Shelter
17. Multi-Use Field

### SPORTS COURTS

18. Tennis Courts
19. Basketball Court
20. Pickleball Courts
21. Sand Volleyball

### DOG PARK

22. Small Dog Park (1 acre)
23. Large Dog Park (3 acres)
24. Wall
25. Small Shade Shelter

### OTHER

26. Parking Lot, typ.\*
27. Restroom
28. Fitness Track Loop
29. Existing Skate Park

ALLAN WITT COMMUNITY PARK  
09/14/17



ALLAN WITT COMMUNITY PARK RENOVATION

WOOLNER AVENUE

## ASSURANCE OF DESIGNATED PROJECT TEAM

Callander Associates assures that the employees designated within this qualifications packet will be the project team used for this project and will obtain prior written approval from the City in the event of departure, reassignment or substitution of any project team member.

## CONFLICT OF INTEREST

Callander Associates warrants that no conflicts of interest exist for this project effort.

## INDEMNIFICATION AND INSURANCE REQUIREMENTS

### Contract Indemnification Clause

We are willing to execute the consultant services agreement as attached to the RFP. We propose no changes to the Indemnification contract language.

### Insurance Requirements

We meet all of the insurance requirements. Below are the current liability insurance limits that Callander carries:

**Insurance Broker:**  
**Dealey Renton & Associates**  
**(510) 465-3090**

| Type                | Policy# & Carrier                                              | Term                       | Coverage Amount                                                     | Other                                            |
|---------------------|----------------------------------------------------------------|----------------------------|---------------------------------------------------------------------|--------------------------------------------------|
| <b>General</b>      | <b>AZC80877228</b><br><i>Hartford Accident &amp; Indemnity</i> | <b>12/31/19 - 12/31/20</b> | <b>\$2,000,000 per occurrence</b><br><b>\$4,000,000 aggregate</b>   | <b>additional insured endorsements available</b> |
| <b>Auto</b>         | <b>AZC80877228</b><br><i>Hartford Accident &amp; Indemnity</i> | <b>12/31/19 - 12/31/20</b> | <b>\$1,000,000</b><br><b>combined single limit</b>                  |                                                  |
| <b>Excess</b>       | <b>AZC80877228</b><br><i>Hartford Accident &amp; Indemnity</i> | <b>12/31/19 - 12/31/20</b> | <b>\$1,000,000 per occurrence</b><br><b>\$2,000,000 aggregate</b>   |                                                  |
| <b>Workers Comp</b> | <b>57WECDS3861</b><br><i>Twin City Fire Insurance Company</i>  | <b>12/31/19 - 12/31/20</b> | <b>\$1,000,000 each accident</b>                                    | <b>waiver of subrogation available</b>           |
| <b>Professional</b> | <b>IAE1240702</b><br><i>Argonaut Insurance Company</i>         | <b>12/31/19 - 12/31/20</b> | <b>\$2,000,000 per claim</b><br><b>\$2,000,000 annual aggregate</b> | <b>\$30,000 deductible</b>                       |

## PROPRIETARY INFORMATION

Nothing contained in this submitted proposal will be considered proprietary.



# TAB H EXCEPTIONS

## CABANA PARK NEIGHBORHOOD DOG PARK



## EXCEPTIONS

There are no exceptions, alterations or amendments to the Scope of Services or any other portion of the Contract language.

## KING PARK IMPROVEMENTS





# TAB I COMPETENCY OF PROPOSERS

## OUTREACH

**Getting the Word Out:** Maximize participation! Utilize a multi-tiered and often multi-lingual approach to all of our outreach materials including: Community newsletters, On-site Posters, Project Websites/Social Media and Community Events!

**Let's design a playground!**

**Thursday,  
June 6, 2019  
3:30 pm - 5:00  
@ the Community  
Clubhouse  
7997 California Ave #1,  
Fair Oaks**

**Kids Workshop  
& Free Ice Cream  
Social**

Village Park, Plaza Park,  
Amphitheatre & Community Clubhouse

**MASTER PLAN**



### Interactive Workshops:

Create enjoyable, flexible, and interactive workshops that leave participants with a sincere feeling that their voice was heard. More flexible and engaging "open house" format held over a period of several hours to accommodate busy schedules.

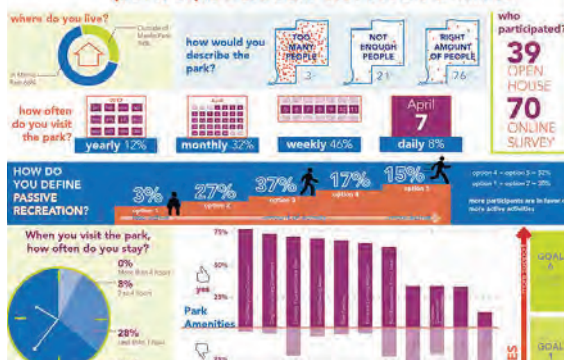


### PROGRAM OPPORTUNITIES



### RESULTS ARE IN COMMUNITY INPUT FROM APRIL 8

**Main Take-Away:** Based on the input below, there is support for the park plan to explore additional activities and amenities.



**Community Engagement:** For us, community engagement is not a box to check, rather an integral tool in the design process and one that, when done well, builds consensus and support. For outreach to be effective the program must strive to reach the widest audience possible by breaking both location and language barriers, while also providing multiple opportunities and methods for input to maximize participation.



## COMPETENCY OF PROPOSERS

Callander Associates has never been terminated for breach of contract since it's inception in 1973.

Callander Associates has not been involved in any bankruptcies or pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, foreclosures or any other similar actions within the past 7 years. Callander Associates has, however, had a Professional liability claim due to "indemnification and hold harmless" contract language, for Dan Foley Park in Vallejo. Callander Associates provided construction observation services only on another Landscape Architect's design. The claim was dismissed in 2018.



**CORDELIA COMMUNITY PARK**

**APWA AWARD WINNER**

## EXHIBIT “B”



## Standard Schedule of Compensation 2020 Gold River

### General

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation

### Hourly Rates

|                              |               |
|------------------------------|---------------|
| Principal                    | 184- 196/hour |
| Senior Associate             | 172- 183/hour |
| Associate                    | 161- 171/hour |
| Construction Manager         | 161- 171/hour |
| Senior Project Manager       | 148- 158/hour |
| Project Manager 1            | 142- 151/hour |
| Project Manager 2            | 135- 144/hour |
| Job Captain                  | 119- 133/hour |
| Designer 1                   | 110- 117/hour |
| Designer 2                   | 102- 109/hour |
| Assistant Designer           | 91- 97/hour   |
| Accounting                   | 160- 170/hour |
| Senior Project Administrator | 119- 127/hour |
| Project Administrator        | 106- 113/hour |

### Reimbursable Expenses Rates

|                                                                                                                                                                    |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Expenses                                                                                                                                                           | cost + 15           |
| <i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i> |                     |
| Communications and Insurance Surcharge                                                                                                                             | 2.5 % of total fees |

### Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5 % per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.



RESOLUTION NO. 20-238

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND FUHRMAN LEAMY LAND GROUP,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE  
CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Landscape Architectural Services, by and between the City of Roseville and Fuhrman Leamy  
Land Group, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

### On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation (“CITY”), and Fuhrman Leamy  
Land Group, a California corporation (“CONSULTANT”); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services  
consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated  
April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and  
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on  
June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in  
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty  
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be  
memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$1,000,000 per claim<br>\$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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to

terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:



CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Kevin C. Leamy, Vice President  
2140 Professional Drive, Suite 115  
Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a  
municipal corporation

FUHRMAN LEAMY LAND GROUP, a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:   
its: VICE PRESIDENT

and

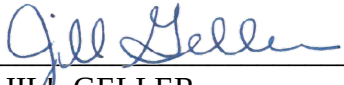
BY:   
its: C.F.O.

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”



FUHRMAN LEAMY  
LAND GROUP  
DESIGN • SERVICE • SOLUTIONS

Tara Gee  
City of Roseville  
Parks, Recreation & Libraries  
316 Vernon Street, Ste. 400  
Roseville, CA 95678

RE: On-Call Landscape Architectural Services  
Plan Review

**FEE SCHEDULE**

Fees for plan review services on an average of 18-20 hours per month is estimated in the amount of two thousand eight hundred and fifty dollars (\$2,850.00)

I hope that this proposal meets with your approval as we look forward to the opportunity working with the City of Roseville. If you have any questions or concerns regarding this proposal please feel free to call me.

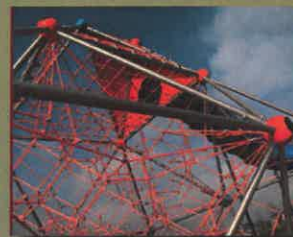
Respectfully submitted,

Kevin C. Leamy, ASLA  
Vice President



FUHRMAN LEAMY  
LAND GROUP  
DESIGN • SERVICE • SOLUTIONS

## REQUEST FOR PROPOSALS #13-082 ON-CALL LANDSCAPE ARCHITECTURAL SERVICES



April 24, 2020

Submitted to:

City of Roseville

Attn: City Clerk Department

311 Vernon Street

Roseville, CA 95678



City of Roseville  
311 Vernon Street  
Roseville, CA 95678

**RE: REQUEST FOR PROPOSALS #13-082 FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES**

With great enthusiasm we would like to start by saying that I am very interested in working with the City of Roseville Parks, Recreation and Libraries Department of future development projects. At your request, we are pleased to submit the following response for review and consideration for the professional consultant services. Among the attributes of our firm is a constant focus on quality professional services and design products in all facets of our projects.

Fuhrman Leamy Land Group is a "hands-on approach" firm, full principal involvement, committed throughout all phases of the project. The commitment to principal level involvement and the sensitive and creative design solutions that 50 years of combined experience promotes is an important aspect of our professional services. We believe that this business concept, and our related project experience, distinguishes our firm as being fully capable to perform the services and adhere to the requirements described in the RFP. We have received and our response includes Addendum #1, dated March 20, 2018, Addendum #2, dated April 6, 2020 and Addendum #3, dated April 15, 2020.

Park and recreation projects generate a great deal of enthusiasm among the firm's staff members and sub-consultants. We enjoyed working with the city on the recently completed Richard and Pauline Roccucci Park and have assembled the same design team for this response. As enthusiastic team members, we look forward to the opportunity of working with you and the Roseville Parks, Recreation and Libraries Department staff on future development projects.

We sincerely appreciate your consideration of Fuhrman Leamy Land Group in reviewing our proposal.

Sincerely,

Steven Fuhrman, ASLA  
President  
916.783.5263  
stevef@flandgroup.com



## TAB A - FIRM QUALIFICATIONS

### BACKGROUND:

Fuhrman Leamy Land Group ("FLLG") is a landscape architecture and land development services company founded on a bold, transformative vision of design and service. FLLG pushes its greatest talent to the client through a new model of operating the firm for better outcomes and client satisfaction. FLLG partners eliminate the layers of operations that can impede concise understanding and speed to ensure the client is getting the value of 50 years of experience first hand, every time. FLLG partners understand the importance of streamlined operations providing intimate knowledge of each component of a project from concept to design to installation to maintenance. We have ambitious goals – dramatically increase partner involvement, innovate sustainable solutions, radically improve service levels and production time, and lower costs. FLLG partners combine active involvement in the industry and advanced professional designations to rise above the status quo. Equally important to us is our community and the lifestyle it provides, which our work has a direct impact. Our partners are recognized volunteers for the betterment of our local markets and its residents with leadership or participation in over 6 advisory committees or charitable organizations. The FLLG engagement is a comprehensive solution driven model with thoughtful process with highly trained people, supported by flexible, superior technology. Our integrated technology and administrative systems are designed around the complete development process to ensure a favorable client experience. FLLG works closely with our clients to create an enduring, affordable, and valuable plan and design. We mitigate risk by recognizing the client's needs and desires early and maintaining those needs as first priority.

### PHILOSOPHY:

FLLG was established to provide the construction community with quality professional landscape architectural services that focus on aesthetics and simple, yet bold, design solutions that are rooted in both the functional and user-responsive principals. Using a balanced approach in combining traditional and innovative design, in traditional Design-Bid-Build, or Design-Build delivery methods, we believe in anchoring each project with a sense of identity, and promoting the Client's vision, all the while maintaining a balance between project image, construction costs, and long-term maintenance requirements.

### GOAL:

As creative problem solvers, our ultimate goal is to work closely with the project development team and provide both the Client, and the user, with the kind of landscape improvements that promote civic pride, improve the quality of life within the community, enhance the overall community aesthetic, and create an enduring sense of place.

## TAB A – FIRM QUALIFICATIONS

### PROFESSIONAL SERVICES PROVIDED BY FLLG:

| PROJECT PROGRAMMING                                                                            | CONSTRUCTION DOCUMENTS/ADMINISTRATION                   |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Specific Plans/Design Guidelines                                                               | Grading and Drainage Design and Earthwork calculations  |
| Community Workshops, User Surveys and Analysis Opportunities/Constraints Studies/Site Analysis | Planting Design                                         |
| Facility Programming and Schematic Studies                                                     | Water Conservation and Management and Irrigation Design |
| Budgetary Cost Analysis                                                                        | Athletic and Recreation Design                          |
| Public Presentations                                                                           | Construction Cost Estimating                            |
| ADA Review                                                                                     | Letting of Bids and Construction Administration         |
| MASTER PLANNING                                                                                | Parking structure and rooftop design                    |
| Facility Layout and Site Specific Planning                                                     | Water Feature and Water Play Design                     |
| Development Guidelines and Site Planning                                                       | Bike and Trail design and profile                       |
| Visual Simulation and 3D Modeling                                                              |                                                         |
| Pedestrian/Bicycle Circulation Systems                                                         |                                                         |
| Green Industry and LEED AP certification                                                       |                                                         |
| Open Space/Greenbelt/ and Oak Mitigation Planning                                              |                                                         |
| Roadway Corridors & Utility Easements                                                          |                                                         |
| Native Tree Mitigation Plans                                                                   |                                                         |
| Grading Studies and Storm Water Pollution Prevention Plan                                      |                                                         |
| Parks and Recreation                                                                           |                                                         |

### PROFESSIONAL SERVICES PROVIDED BY SUB-CONSULTANTS:

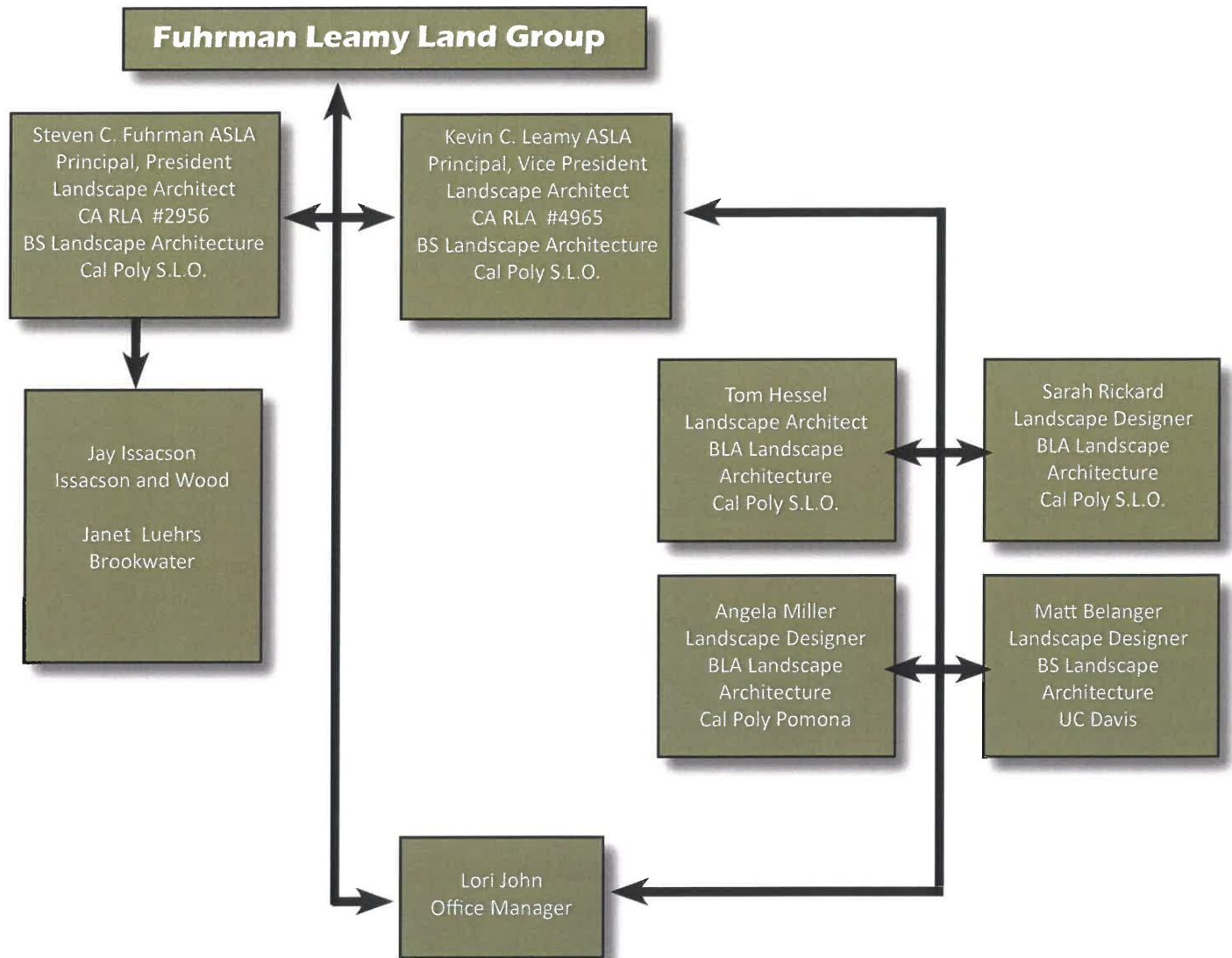
FLLG has teamed with TSD Engineering, Stanton Engineering, and KPFF Consulting Engineers to provide the City of Roseville with a full service team.

TSD Engineering, Inc. will provide civil engineering and surveying services.

Stanton Engineering will provide electrical engineering services.

KPFF Consulting Engineers will primarily provide structural engineering services, but can also provide civil engineering and surveying services as needed.

## TAB A - FIRM QUALIFICATIONS



In the last 5 years, Fuhrman Leamy Land Group has maintained a firm of 7 people. On a as needed basis, FLLG has a trusted network of consultants that we use to help support work flow. These consultants include Jay Issacson at Issacson and Wood (Landscape Architect) and Janet Luehrs at Brookwater (Irrigation Consultant).

## TAB B - EXPERIENCE AND REFERENCES

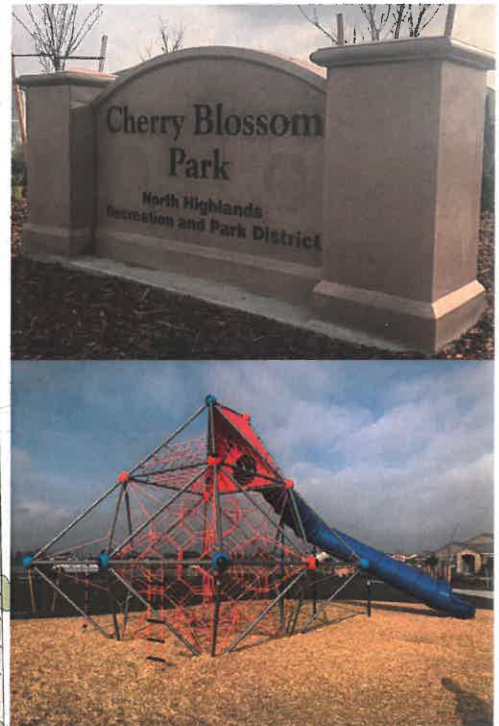
### CHERRY BLOSSOM PARK - ELVERTA, CA

**Client:** SILVERADO HOMES & NORTH HIGHLANDS RECREATION & PARK DISTRICT

**Description:** Cherry Blossom Park is the first new park built in the district in 15+ years. Working in collaboration with Silverado Homes, NHRPD & County of Sacramento, FLLG provided all design services for this 3 acre park. The park includes 5-12 & 2-5 play equipment, two separate picnic areas, large turf play area, and a large detention basin. Grading of the park was designed to provide views from the adjacent houses, limit organized play of the turf area, and drain to the detention basin. A native transition buffer zone separates the manicured park and detention basin. FLLG work carefully with the NHRPD to update the development standards for this and future parks in the district.

**Professional Services rendered:** 2018-2019

**Deliverables:** preliminary design, construction documents, specifications, cost estimates, and construction administration





## TAB B - EXPERIENCE AND REFERENCES

### **BATEY & WACKMAN PARKS - ELK GROVE, CA**

**Client:** COSUMNES COMMUNITY SERVICES DISTRICT

**Description:** Acting as the prime consultant for on call services for the Cosumnes Community Services District FLLG has provided design, contract documents and programming services for numerous parks within the CCSD system. Much of the work involves retrofits, upgrades, as well as new park design. The park sites include, fields, play structures, picnic areas, horseshoes pits, a par course for adults, a meditation patio, large turf areas for play, and themed gardens.

**Professional Services rendered:** 2018-2019

**Deliverables:** construction documents, specifications, cost estimates, and construction administration



## TAB B - EXPERIENCE AND REFERENCES

### WILLARD PARK - ROCKLIN, CA

**Client:** IHP CAPITAL PARTNERS / CITY OF ROCKLIN

**Description:** Acting as the Landscape Architect of Record for Whitney Ranch, FLLG provided design development, construction documents, and construction administration for this 4.7 acre neighborhood park. FLLG worked closely with the City of Rocklin to develop a park that ties into their Parks Masterplan and provided the desired amenities; accessible play equipment, picnic areas with drinking fountain, and large turf area. The City of Rocklin was very excited as this is the first accessible park in the City; featuring rubberized play surfacing, ramped access, musical and sensory features, and other amenities for children of all abilities

**Professional Services rendered:** 2018-2019

**Deliverables:** preliminary design, construction documents, specifications, cost estimates, and construction administration





## TAB B - EXPERIENCE AND REFERENCES

### **JOHNSON SPRINGVIEW SPLASH PAD & PICNIC PAVILION, CA**

**Client:** CITY OR ROCKLIN

**Description:** FLLG worked closely with City of Rocklin staff to develop plans to redevelop the existing picnic pavilion at Johnson Springview Park and add a splash pad. FLLG coordinated with Polygon, Vortex and site furnishings manufacturers to bring this fast track project to bid in 6 weeks.

**Professional Services rendered:** 2019-2020

**Deliverables:** preliminary design, construction documents, specifications, cost estimates, and construction administration

### **CENTRAL PARK PHASE 3 - ROSEVILLE, CA**

**Client:** CITY OF ROSEVILLE

**Description:** FLLG worked closely with City of Roseville staff to develop Phase 3 of Central Park. FLLG was able to expand the previously designed Phase 2 improvements (play structure, plaza, and picnic area), to prepare drawings to complete Central Park. The main features of Phase 3 includes two softball fields, the restroom building and the Highland Park Street frontage.

**Professional Services rendered:** 2014 - ongoing

**Deliverables:** construction documents, specifications, cost estimates, and construction administration

## TAB B - EXPERIENCE AND REFERENCES



City of Rocklin  
Mr. Matt McClure - Public Services Manager  
4081 Alvis Court  
Rocklin, CA 95677  
(916) 625-5277  
matt.mcclure@rocklin.ca.us  
Project: Johnson Springview Park

Cosumnes Community Services District  
Ms. Sheri Noblett - Senior Landscape Architect  
8820 Elk Grove Blvd., Ste. 3  
Elk Grove, CA 95624  
(916) 405-5337  
sherinoblett@csdparks.com  
Projects: Batey & Wackman Parks

IHP Capital Partners  
Mr. Peter Bridges - Senior Vice President  
6540 Lonetree Blvd., Suite 200  
Rocklin, CA 95765  
(916) 246-0951  
pbridges@ihpinc.com  
Project: Willard Park

North Highlands Recreation & Park District  
Mr. Larry Mazzuca - District Administration  
6040 Watt Avenue  
North Highlands, CA 95660  
(916) 332-7440  
larry@nhrrpd.org  
Project: Cherry Blossom Park

## TAB C - QUALIFICATIONS OF TEAM

The Design Team headed by Fuhrman Leamy Land Group including TSD Engineering, Inc. (Civil and Surveying), Stanton Engineering (Electrical) and KPFF Consulting Engineers (Structural), is prepared to provide the City of Roseville Parks, Recreation and Libraries Department with all professional services required in the Request for Proposals.

### **FUHRMAN LEAMY LAND GROUP**

Steve C. Fuhrman, ASLA - President

Mr. Fuhrman will be the prime contact for the City in regards to all correspondence all will oversee all aspects of the project.

Kevin C. Leamy, ASLA - Vice President

Mr. Leamy will be the Project Manager and will coordinate all project designers and sub-consultants.

Being a smaller service based company, we feel this is the most effective method to keep information flowing correctly and to ensure that it is disseminated to all appropriate parties. Fuhrman Leamy Land Group will set the protocols for contacts and flow of data and information, and we will be responsible to keep all team members and client on schedule.

### **TSD, ENGINEERING, INC.**

#### **Civil Engineering & Surveying**

Chris Schulze, PE - President

Mr. Schulze will oversee all civil and surveying services.

Casey Feickert, PE - Vice President

Mr. Feickert will provide civil engineering services for wet utilities and stormwater controls.

John Klamm, PLS - Land Surveyor

Mr. Klamm will provide surveying work.

### **STANTON ENGINEERING**

#### **Electrical Engineering**

Ed David - Principal Electrical Engineering

Mr. David will oversee all electrical engineering services.

John Lisinski - Electrical Designer

Mr. Lisinski will provide electrical engineering services.

## TAB C - QUALIFICATIONS OF TEAM

### **KPFF CONSULTING ENGINEERS**

#### **Structural Engineering**

Dan Allwardt, SE- Managing Principal

Mr. Allwardt will oversee all structural services.

Ryan Carter, PE - Associate

Mr. Carter will provide civil engineering services for wet utilities and stormwater controls.

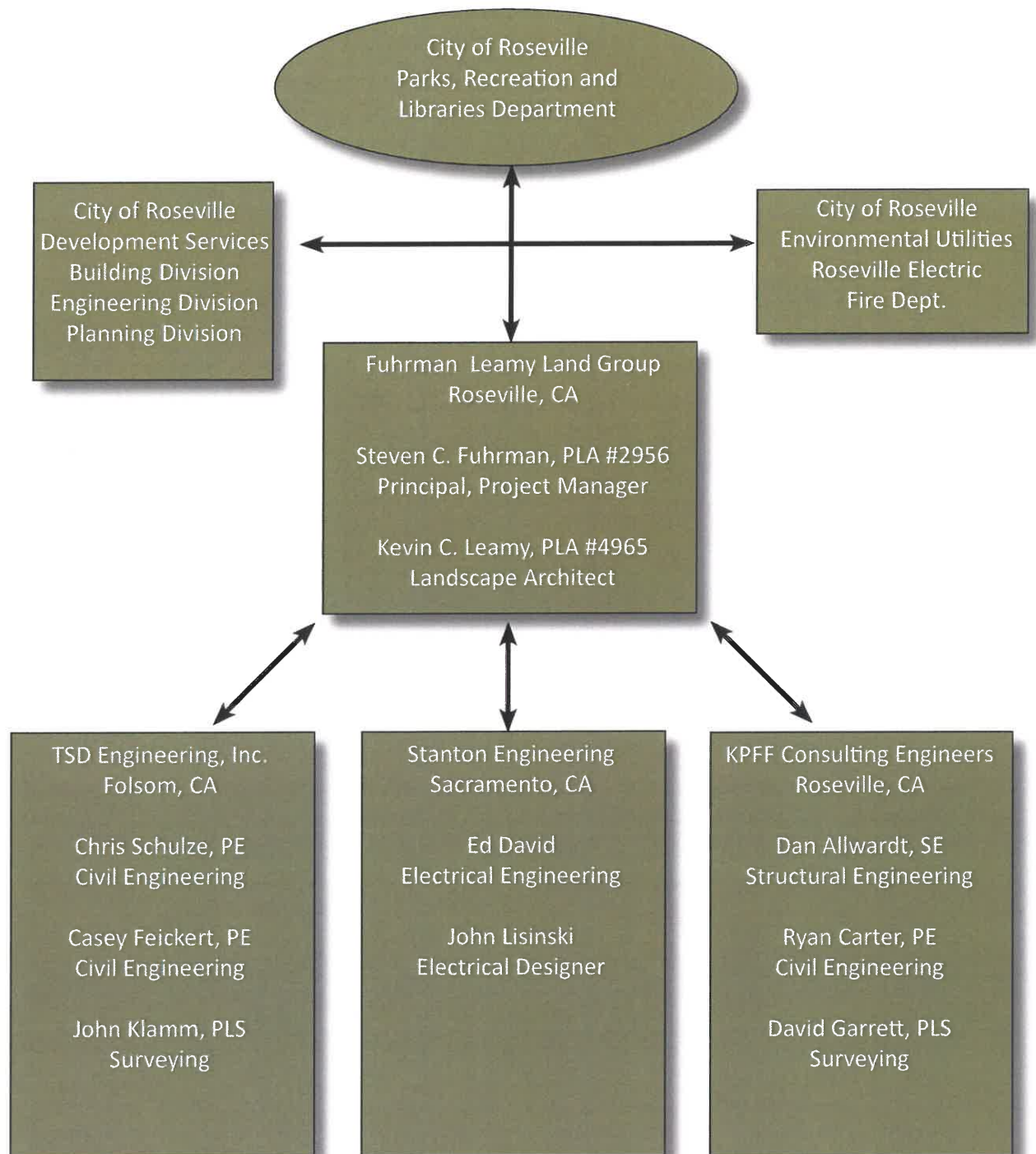
David Garrett, PLS - Land Surveyor

Mr. Garrett will provide surveying work.



FUHRMAN LEAMY  
LAND GROUP  
DESIGN • SERVICE • SOLUTIONS

## TAB C - QUALIFICATIONS OF TEAM PROJECT TEAM ORGANIZATIONAL CHART





## TAB C - QUALIFICATIONS OF TEAM

### KEY PERSONAL RESUMES

Mr. Fuhrman has over 35 years of diversified experience in the practice of landscape architecture. Steve began his green industry career at 12 years old maintaining yards and delivering newspapers. Upon reaching high school he began working as a laborer, then field crew supervisor, and ultimately designer/estimator and superintendent, for a small landscape design/build company in southern California.

Steve spent one year as a landscape architectural and field superintendent for Eaglecrest Development, a 1,200-acre community in East Placer County, CA. He was responsible for construction phasing and budgeting, site planning, passive solar applications, and on site and offsite construction supervision for Phase 1 infrastructure improvements. He also assisted the construction team in obtaining permits, and writing design guidelines and C.C. & R's.

In 1983 Steve maintained the role of Landscape Architect, and Project Manager for a medium sized landscape architectural firm in Sacramento, and as a Principal of his own firm Steven Fuhrman+Company from 1992 - 1998. His focus with these firms was on client satisfaction, problem solving, and responsive services that resulted in developing a network of repeat client that continues to this day.

In 1998 he founded and acted as Vice President for Land Architecture, Inc. He was instrumental in transforming Land Architecture, Inc. from a two person firm to over 15 staff and doubled gross profits in each of its first ten years.

In 2011, as Principal and President he started Fuhrman Leamy Land Group. This new firm will take advantage

**Steven C. Fuhrman, ASLA**  
**Principal, President**

of Steve's refined skills in problem solving, and creative solutions in landscape architecture on projects with which he has extensive experience from residential communities, institutional, parks, site planning, and multi family projects. He has highly refined skills and is efficient in design development, contract document preparation. Steve possess advanced skills, in leadership, rainmaking, and devotes pro bono services to youth projects, and to Memorials for the Veterans and fallen public servants.

His credibility is based on his sensitivity to identifying programming and scheduling needs upon the onset of each project. He is drawn to innovative, cost-effective design solutions, and continually focuses his efforts on client service and responsiveness to client needs.

B.S. Landscape Architecture  
California Polytechnic State University,  
San Luis Obispo, California - 1983

Registration CA RLA 2956

Member American Society of Landscape Architects -

Treasurer California Central Valley Chapter of ASLA

Senior League Manager and 49er Youth Soccer Club  
Referee

Speaker - "Innovations in Parks and Recreation  
Development " 2009 CPRS Parks Development





FUHRMAN LEAMY  
LAND GROUP  
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## TAB C - QUALIFICATIONS OF TEAM KEY PERSONAL RESUMES

Mr. Leamy has worked in the practice of landscape architecture for 25 years. Upon graduation from Cal Poly Kevin began his career in 1995 as a landscape designer and design consultant for large wholesale / retail Nursery. While working there, he used his interpersonal skills to formulate a long list of repeat and word of mouth clientele. He worked closely with Nursery Operation staff, contractors, distributors, as well as the general public defining his sale and marketing skills. He gained extensive knowledge in plant material types, and propagation while designing and selling high-end residential work. He was responsible for all homeowner residential consultation, design, and presentation. He followed each project through to completion, overseeing layout, product and plant material ordering, as well as general project construction administration.

In 1997 Mr. Leamy began his landscape architecture career as a production manager for a design-build firm in Northern California area of Auburn. Kevin worked on exclusive high-end residential and small-scale commercial projects. His duties were varied as he possesses many quality skills in communication as well as problem solving. He refined his design skills in site analysis, design development, project management, and construction documents, during his six years helping the firm to successive profitable years.

In 2004, Kevin joined the Roseville based Landscape Architecture firm, Land Architecture, Inc., as a Project Manager on numerous multi-family projects, and public benefit projects. He was responsible for quality control and timely delivery of submissions and meeting deadlines, and project budgets. In 2007 he became a limited shareholder and Principal with the Firm. In 2011 Kevin and Steve joined forces and started Fuhrman Leamy Land Group to provide their

Kevin C. Leamy, ASLA  
Principal, Vice President

clients with a better option for design services. FLLG is focused on providing the skills of the principals to the clients through streamlined services with a focus on principal involvement.

Throughout his career, Mr. Leamy has developed a wide range of design skills and qualifications, which have enabled him to manage many successful projects that meet the needs of his clients.

### Education:

B.S. Landscape Architecture  
California Polytechnic State University,  
San Luis Obispo, California - 1995

### Registration:

CA RLA 4965  
NV RLA 765  
CCN 3601  
LEED AP  
CLIA

### Affiliations:

American Society of Landscape Architects—Member

California Certified Nurserymen

Certified Landscape Irrigation Auditor

Sierra Chapter of American Society of Landscape  
Architects— Board Member

Easter Seals - Board Chair

## TAB C - QUALIFICATIONS OF TEAM

### FLLG STAFF RESUMES

#### **Angela Miller - Landscape Designer / Project Manager**

Mrs. Miller worked as a nurseryperson for Armstrong Nursery in Irvine, CA, from 1999 to 2000. While working there she attained an extensive working knowledge of ornamental plant material specific to the southern California regional landscape. From 2000 to 2001, Angela worked as a designer's assistant/office manager for a private designer of high-end residential landscapes in Harbor City, CA. While working there she achieved a significant understanding of office and project management and enhanced her design skills, functionally and graphically, in small and large space custom residential design.

Upon graduation from Cal Poly in 2002, Angela took up residency in Italy. After returning back to the states in 2005, she worked as a designer for Land Architecture, Inc. before starting her own residential/graphic design company in 2011 while starting a family. Angela transitioned back into commercial design after joining FLLG in September 2014. Coupling her appreciation for design and graphic communication with well developed technical and organizational skills, her responsibilities have included planting design, irrigation layout and design, material research and selection, grading and drainage, and graphic communications.

#### **Tom Hessel, PLA - Landscape Architect / Project Manager**

Mr. Hessel has nearly 15 years of diverse project experience drawing from high end design, CAD Management, and project management experience within the field of landscape architecture. His portfolio includes a broad variety of projects in the United States and abroad, including mixed-use commercial developments, municipal and institutional projects, as well as large-scale and high-end residential projects, and designing for design/build firms along the central coast. Pulling from all this experience, Tom is now focused on landscape architectural design with Fuhrman Leamy Land Group that incorporates ecology, rare and unusual plants, native and drought-tolerant plants, unique use of materials, dynamic hardscapes, water resource management, and sustainable design practices to produce informative, site-specific landscapes. His design sensibility is focused on amplifying the experience and perceptions of exterior space through manipulations of topography, plant materials and built form.

#### **Sarah Rickard - Landscape Designer**

Ms. Rickard graduated from California Polytechnic State University, San Luis Obispo in 2006 with a Bachelor's degree in Landscape Architecture. Sarah started her career with VanderToolen Associates and worked there from 2006 to 2008. In 2009 she started her own design firm focused on private residential projects. Sarah oversaw multiple projects in all phases of design, development, installation and subcontractor coordination. Her projects were committed to environmentally responsible design choices to create sustainable, functional and aesthetically pleasing landscapes. In 2016, Sarah took her skills to Green Acres Nursery & Supply, focusing on planting design and contractor sales. Sarah joined Fuhrman Leamy Land Group in July 2019, and has been a huge asset with her vast plant knowledge.

## TAB C - QUALIFICATIONS OF TEAM SUB-CONSULTANT TEAM

### **TSD ENGINEERING, INC.** **Civil Engineering**

TSD Engineering, Inc. (TSD) is a locally owned and operated civil engineering and surveying firm established in June 2003. Professional Design Services provided include; Feasibility Analysis, Entitlements, Site Programming/Development, Parking Lot Design, Hardscape Design, Park Development, Roadway Design, Parking Lot Improvements, Accessible Compliance Design, Grading, Earthwork Modeling, Hydrology & Hydraulics (including runoff calculations, pipe hydraulics, and pond sizing), Storm Drain Design, Water Quality (BMP/LID) design, Water System design, Sanitary Sewer System Design, NPDES Storm Water Pollution Prevention Plan, Erosion Control, Mapping & Surveying, Construction Staking, Project Coordination, Scheduling, Project Management, Construction Support Services, Boundary Surveying, Utility Survey, ALTA Survey and Site Accessibility Surveys. TSD has provided the above services for a variety of projects including but not limited to; schools, churches, parks, road projects, road intersection projects, accessibility site surveys & compliance recommendations (meeting both Federal and State requirements), commercial, retail, industrial, multi-family residential, townhomes, condominium, single-family residential land development projects, Zoo projects, sewer force main projects, storm drain outfall projects, trunk sewer projects, and fueling stations throughout the state of California and Northern Nevada.

TSD has earned the respect of clients and associates by maintaining close control of all its projects. Through dedication to service and word-of-mouth reference from satisfied clients and agencies, TSD's client-base continues to grow. By having a closely knit office, we can guarantee that our projects be completed from start to finish by the project manager who initiates the job. This level of service has kept our clients coming back.

### **STANTON ENGINEERING** **Electrical Engineering**

Stanton Engineering is a multi-disciplinary MEP design firm located in Sacramento. Our Chief Electrical and Mechanical Engineers have 80+ years of combined experience. We design all aspects of mechanical, electrical, and instrumentation/controls systems for a variety of projects including: Parks/Recreation, Higher Education, K-12, Hospitality, Cultural, Retail, Office, Mixed-Use, Residential, Healthcare, and Labs.

Stanton Engineering provides a single source responsibility for design, engineering, consulting, commissioning, and construction services. We are proficient in all delivery methods including design/bid, design/build, design assist, and integrated project delivery. Our approach to MEP system design includes a concentration on spatial coordination of systems, and detailed, constructible design documents.

At the onset of each project, we establish a strong partnership with each of our clients, listening and discussing the project needs in order to deliver high-quality designs within budget and on schedule. We design systems that provide productive, flexible and economical operations.

## TAB C – QUALIFICATIONS OF TEAM SUB-CONSULTANT TEAM

### **KPFF CONSULTING ENGINEERS** **Structural Engineering**

KPFF Consulting Engineers provides structural and civil engineering and surveying services to architects, government agencies, developers and contractors for projects with a wide range of functions. Established in 1960, KPFF has offices in Sacramento, Los Angeles, Irvine, San Diego, San Francisco, Long Beach, Boise, Seattle, Spokane, Tacoma, Lacey, Portland, Eugene, New York, Saint Louis, Louisville, Chicago, Salt Lake City, Des Moines and Washington DC.

KPFF brings a great many technical qualifications and resources to the table when we join a design team. The most valuable attribute that KPFF offers is the people who are our firm. The cornerstone of our philosophy is the freedom individuals have to seek creative and economic solutions for our client's structural and civil needs and to participate as a team member in exploring the broader issues involved in projects today.

KPFF Sacramento was established in 2003 to better serve the architectural and construction industry in California's Central Valley. The Sacramento office has a team of 40 comprising structural engineers, civil engineers and surveyors. Our team will continue to be successful by listening to our client's needs, communicating well, and providing excellent technical expertise and superior service.

KPFF's structural engineers design a wide range of projects including: civic, commercial, office, and corporate headquarters buildings; residential and retail facilities; industrial, educational, healthcare and high-tech facilities, correctional facilities, as well as bridges and waterfront structures, using all types of construction techniques and materials. Our structural engineers place emphasis on continually improving their expertise in the design of structures. Our work with architectural firms, developers, contractors and public clients provides motivation to conceive more economical, efficient and constructible structural systems. Our firm is also recognized as a leader in structural design of building elements including seismic analysis and curtain wall design.

## TAB C - QUALIFICATIONS OF TEAM

### SUB-CONSULTANT RESUMES

#### **TSD ENGINEERING, INC.**

##### **Chris Schulze, PE - President**

As Founder and President of TSD Engineering, Chris Schulze is responsible for all aspects of project management, project programming, entitlements, construction drawings design, processing for approvals, bidding, and construction support services. Mr. Schulze's experience is based on a 27 years of entitlement and design procurement of projects. His portfolio includes schools (including both additions and ground up new construction), churches, parks, road improvements, parking lot design, Storm Water Quality Design (BMP's), underground infrastructure design, industrial facilities, warehousing facilities, single and multi family residential developments, commercial shopping centers, and national retailers. His vast experience is reflected in the many successful projects that TSD has undertaken.

##### **Casey Feickert, PE - Vice President**

Throughout Mr. Feickert's 24 years of experience in civil engineering design and construction inspection, he ensures that projects are completed to the clients' satisfaction and in accordance with public agency standards, from planning to final inspections. His experience includes coordination of the permitting and approval process; overall design, design management including the production of site, grading and utility plans, hydrology reports, earthwork and construction cost estimates; and construction inspection.

##### **John Klamm, PLS - Land Surveyor**

As a Land Surveyor, John Klamm has over 27 years of experience working on a variety of surveying and mapping projects ranging in both size and scope, including Boundary Surveys, Route Surveys, Topographic Surveys, Aerial Control Surveys, Construction Surveys, ALTA/ACSM Land Title Surveys, Subdivision Maps and Condominium Plans. Mr. Klamm has managed many projects from start to finish, encompassing the initial boundary & topographic survey, records research, boundary & easement determination, right of way acquisition, final mapping, and construction staking.

#### **STANTON ENGINEERING**

##### **Ed David - Principal Electrical Designer**

Mr. David has over 33 years of applied electrical engineering, project management, and design experience, in recreational, commercial, industrial, educational, and government projects. His experience covers a broad selection of project types from recreational, commercial, retail, and mixed use, to manufacturing and waterfront. Ed is a determined, observant engineer, who is flexible when working with clients and communicates well to both technical and non-technical people.

##### **John Lisinski - Electrical Designer**

Mr. Lisinski has 14 years of drafting and 6 years of design experience in the electrical engineering field. His diverse skillset includes project set-up, power and communication layout and design, one-line diagram design, branch circuit design, and conduit and circuit layout. George has years of experience working with AutoCAD, Revit, MEP, Microsoft Office Suite and Bluebeam. He has been involved in a wide range of project types including higher education, office, healthcare and public facilities, for new construction, remodels and campus master planning.



## TAB C - QUALIFICATIONS OF TEAM SUB-CONSULTANT RESUMES

### **KPFF CONSULTING ENGINEERS**

#### **Dan Allwardt, SE - Managing Principal**

As the managing principal of the Sacramento office for KPFF, Mr. Allwardt is responsible for client service, establishing fees, schedules, structural systems, and supervising the engineering, drafting and office staff. As principal in charge, Mr. Allwardt will be involved from the early conceptual stages through the construction administration phase. He is sac systems are implemented within the required budget parameters and design schedules resulting in a final product that is economical and constructible.

Mr. Allwardt has worked on a large variety of projects with varying degrees of complexity both from a structural systems design perspective and in regard to design and construction schedules.

#### **Ryan Carter, PE - Associate Civil Engineer**

As an associate with the Sacramento office of KPFF, Mr. Carter is responsible for client communication, supervision of engineering, survey and drafting personnel, project design and production, overall project coordination and construction administration. His experience includes over 20 years of civil design, consulting, and program management. Mr. Carter has designed and managed a wide variety of engineering projects throughout the western united states, managing project portfolios in excess of \$600m.

Mr. Carter has managed a wide variety of civil engineering projects throughout California, Nevada and Arizona, specializing in land development civil engineering. His experience has focused on school projects, commercial development, residential subdivisions, federal government and industrial.

#### **David M. Garrett, PLS - Land Surveyor**

Mr. Garrett has 20 years of experience in boundary recovery and analysis, survey computations, and construction staking, topographic surveying, aerial control, engineering design surveys, dimensional verification quality assurance surveys, and drafting. He has supervised multiple crews both in field and office operations. Mr. Garrett has extensive experience in boundary analysis and survey computations. Chief of party in boundary recovery, construction staking, quality assurance, and topographic surveys, utilizing conventional robotic total stations, and GPS surveys, including RTK and static.



## TAB D - METHODOLOGY

### DESIGN SERVICES:

We believe that each community, and project, is unique and must be evaluated in terms of defining and understanding a combination of issues from adjacent land use relationships, public agency interaction, general political climate, project specific programming and budget parameters, and long term safety, security and maintenance issues to name a few. Through communication with the City of Roseville Parks, Recreation & Libraries staff and the community, Fuhrman Leamy Land Group (FLLG) prides itself with developing projects that are creative, innovative and functional. Each project is designed on its own unique requirements, and not just a compilation of cookie-cutter pieces from previous work. We understand the nuances of long term maintenance requirements are strive to create a project that will not create issues down the road. Pulling from our past work experience with City of Roseville Parks, Recreation & Libraries we are completely aware of the services requested in the Request for Proposals.

### CONSTRUCTION SERVICES:

Fuhrman Leamy Land Group recommends periodic visits to the site to familiarize itself with the general progress and quality of workmanship and compliance with the contract documents. On the basis of the site observations, FLLG keeps the Client informed of the progress of construction through written field report of observations and directives. The principals of FLLG have provided services on many Design/Build projects and feel that interaction of the team during construction is a valuable tool to deliver a quality project.

### PROJECT MANAGEMENT SERVICES:

It is the design team's role, and responsibility, to establish workable and affordable design solutions programming efforts toward a "realistic" Phase 3 plan development. This is done by establishing project budgets early on in the programming stages, and estimating program elements and evaluating and tracking their collective cost impacts all the way through the improvement plan process. With a well defined budget and responsive design in place, the construction phasing and detailing should easily fall within the budget parameters as the projects continue to develop and are put out for bid. Exploration of additive alternates may prove to be the best way to achieve maximum value.

Steve has extensive experience in Master planning of projects as well as construction field experience. His skills in site development through construction are greatly responsible for projects being designed and executed in the field with no delays and in budget. The site soils and provisions necessary to accommodate field lighting will be important budget considerations during the design development phase.

### TRACK RECORD IN MEETING TIMELINES:

Knowing the importance of meeting the project schedule, Fuhrman Leamy Land Group has created internal procedures that ensure all important design milestones are reached. Using Microsoft Office Project, along with over forty years of collective experience in design and construction, we are able to accurately estimate and track the design to construction process and continue to deliver projects on time.

## TAB D - METHODOLOGY

### **BUDGET/COST ESTIMATING:**

Fuhrman Leamy Land Group maintains a database of 30 years of experience in project construction bids for all of its projects. With over 90% of our projects being built we are able to maintain a current source of related raw material costs as well as trends in labor types and rates. This database, along with our contacts in the construction industry allows us to constantly update our construction costs. Fuhrman Leamy Land Group has consistently provided design services for projects in which we have delivered approvals on schedule and have kept construction costs within budget. We have also developed an enviable track record and respected rapport with the construction industry of providing quality improvement plans with minimal to no ambiguous documentation.

### **QUALITY ASSURANCE:**

Per our office standard operating procedures, Fuhrman Leamy Land Group will implement its Quality Control Program on this project to ensure the most concise project for the City. Our program allows for the Principal in Charge and the Project Manager to review all documents of services before they are submitted to the Parks & Recreation Department for review. Early design decisions related to vertical elevations and site development are critical to the horizontal layout of any project. We are skilled in grading and drainage and self perform this design work in house. Sub-consultants are required to submit plans to Fuhrman Leamy Land Group a minimum of 5 days before plan submittal to ensure that all plans can be crosschecked and reviewed for consistency. All correspondence in reply to City and Public Agency back check is responded to in writing, outlining what the change was, where it is in the plan set, and why the change was made.

### **KNOWLEDGE OF STATE AND LOCAL REGULATIONS:**

With over 50 years of professional experience in the tri-county region, the principals of Fuhrman Leamy Land Group are very familiar with the state and local regulations. By being involved with the North State BIA and holding industry accreditations and certifications (LEED AP, Certified Landscape Irrigation Auditor, EPA Water Sense Partner, California Certified Nursery Professional) the principals of FLLG maintain current knowledge of the industry trends and regulations.

## TAB G – REQUIRED STATEMENTS / DOCUMENTS

### ASSURANCE OF DESIGNATED PROJECT TEAM:

Fuhrman Leamy Land Group assures that the design team designated in this proposal will be the team providing professional services. If any changes need to be made due to unforeseen circumstances, the City will be notified to allow for City written approval prior to any changes being made.

### CONFLICT OF INTEREST:

Fuhrman Leamy Land Group and the proposed design team do not have any conflict of interest regarding the procurement of any work related to this proposal.

### INDEMNIFICATION AND INSURANCE:

Fuhrman Leamy Land Group does not have any issue with the indemnification section of the sample contract. Exceptions to the insurance requirements are outlined in Tab H.

The following list outlines the “standard” insurance coverage that is maintained by FLLG

1. Professional Liability (Errors & Omissions)
  - 1.1 Per Occurrence \$1,000,000.00
  - 1.2 Aggregate \$2,000,000.00
2. General Liability
  - 2.1 Per Occurrence \$2,000,000.00
  - 2.2 Aggregate \$4,000,000.00
  - 2.3 Auto Liability (Hired) \$2,000,000.00
  - 2.4 Auto Non Company Owned Vehicles \$2,000,000.00
3. Workers Compensation and Employees Liability
  - 3.1 Per Occurrence \$1,000,000.00

### PROPRIETARY INFORMATION:

Fuhrman Leamy Land Group confirms that nothing included with this proposal is proprietary.

## TAB G - ATTACHMENTS

### Attachment A

#### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fuhrman Leamy Land Group

NAME OF BUSINESS



SIGNATURE

Kevin C. Leamy, ASLA - Vice President

NAME & TITLE, TYPED OR PRINTED

2140 Professional Drive, Ste. 115

MAILING ADDRESS

916.783.5263

TELEPHONE NUMBER

kevinl@flandgroup.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☒ CA State of Incorporation

☐ Partnership

☐ Limited Liability Company

## TAB H - EXCEPTIONS

### INSURANCE REQUIREMENTS:

Fuhrman Leamy Land Group only has one exception to the Sample Contract. FLLG "standard" Professional Liability insurance is \$1,000,000 occurrence / \$2,000,000 aggregate not the requested \$2,000,000 occurrence / \$4,000,000 aggregate. We have spoken with our broker previously regarding obtaining the higher limits and he has not be able to find a company that will insure for that amount since our portion of the project is much less than that amount.

### DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION:

Per Addendum #1, DIR registration will be provided prior to contract reward.

## TAB I - COMPETENCY OF PROPOSERS

Fuhrman Leamy Land Group has not incurred any bankruptcies, liens, stop payment notices, lawsuits, arbitrations, mediations, or other similar actions filed or resolved within the last 7 years. FLLG has also not ever had a contract terminated for breach.



## EXHIBIT “B”



FUHRMAN LEAMY  
LAND GROUP  
DESIGN • SERVICE • SOLUTIONS

## TAB F - HOURLY RATES

### FUHRMAN LEAMY LAND GROUP

#### Landscape Architecture:

|                                 |              |
|---------------------------------|--------------|
| Principal                       | \$190.00/HR  |
| Project Manager                 | \$150.00/HR  |
| Landscape Architect             | \$120.00/HR. |
| Landscape Designer/Draftsperson | \$ 90.00/HR. |
| Administrative Staff            | \$ 65.00/HR. |

### TSD ENGINEERING, INC.

#### Civil Engineering:

|                       |             |
|-----------------------|-------------|
| Principal Engineer    | \$175.00/HR |
| Professional Engineer | \$140.00/HR |
| Design Engineer       | \$125.00/HR |
| Drafter               | \$ 95.00/HR |

#### Surveying:

|                       |             |
|-----------------------|-------------|
| Licensed Surveyor     | \$170.00/HR |
| Technician            | \$125.00/HR |
| Drafter               | \$ 95.00/HR |
| Field Crew - 2 person | \$250.00/HR |
| Field Crew - 1 person | \$190.00/HR |

### STANTON ENGINEERING

#### Electrical Engineering:

|                      |              |
|----------------------|--------------|
| Principal            | \$210.00/HR  |
| Senior Engineer      | \$190.00/HR  |
| Senior Designer      | \$170.00/HR. |
| Designer/Drafter     | \$125.00/HR. |
| Administrative Staff | \$ 75.00/HR. |

### KPFF CONSULTING ENGINEERS

#### Structural Engineering, Civil Engineering & Surveying:

|                                               |             |
|-----------------------------------------------|-------------|
| Principal in charge / Engineer of Record      | \$195.00/HR |
| Project Manager / Senior Engineer of Surveyor | \$170.00/HR |
| Project Engineer / Surveyor                   | \$140.00/HR |
| Design Engineer / Surveyor                    | \$120.00/HR |
| Senior Drafter / Modeler                      | \$120.00/HR |
| Drafter / Modeler                             | \$ 95.00/HR |
| Survey Party Chief                            | \$185.00/HR |
| Survey Field Technician                       | \$ 85.00/HR |

### REIMBURSABLE EXPENSES:

The City of Roseville would be requested to pay for reproduction services, soil fertility testing and mileage.

RESOLUTION NO. 20-239

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND QUADRIGA LANDSCAPE  
ARCHITECTURE & PLANNING, AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Landscape Architectural Services, by and between the City of Roseville and Quadriga Landscape  
Architecture & Planning, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

# ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

## On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation (“CITY”), and Quadriga  
Landscape Architecture & Planning, a California corporation (“CONSULTANT”); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services  
consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated  
April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and  
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on  
June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in  
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty  
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be  
memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory



|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$4,000,000 aggregate                                                                                   |

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to



terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

Christine Talbot, President  
1415 21<sup>st</sup> Street, Studio A  
Sacramento, CA 95811

Either party may amend its address for notice by giving notice to the other party in writing.

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

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.

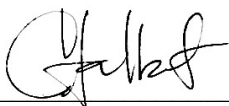
CITY OF ROSEVILLE, a  
municipal corporation

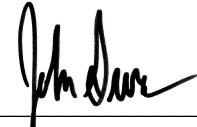
QUADRIGA LANDSCAPE  
ARCHITECTURE & PLANNING, a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:  \_\_\_\_\_  
its: President

and  
BY:  \_\_\_\_\_  
its: Secretary

**[SIGNATURES CONTINUED ON NEXT PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”

# ON-CALL LANDSCAPE ARCHITECTURAL SERVICES

City of Roseville

## PROPOSAL

QUADRIGA  
landscape architecture and planning, inc.





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April 24, 2020

Tara Gee, Park Planning & Development Superintendent  
Parks, Recreation and Libraries Department  
316 Vernon Street, Suite 400  
Roseville, CA 95678

Re: City of Roseville Request for Proposals – On-Call Landscape Architectural Services

Dear Tara,

We are pleased to submit our qualifications to be considered for a place on the City's as needed Consultant list. We have always appreciated the City's progressive attitude towards design and community building, and we hope to continue creating wonderful public spaces with you.

We have completed a variety of park and public projects ranging from community sized parks like Whitney Ranch Park in Rocklin, and the Bryte Park Master plan in West Sacramento to feasibility studies and upgrades at existing parks such as at Weber and Royer parks in Roseville. We have recently completed several park projects for the City of Roseville including Laurel T. Stizzo, R.G. Phillips, and John L. Sullivan. We are current on CalGreen, CBC and WELO requirements and we are familiar with the 2019 City Park Design guidelines, Construction standards and review process. Our experience in Construction Documentation and Agency review helps us to minimize comments during plan check.

As we have worked through our most recent park design projects with the City of Roseville, we have streamlined our process and limited the number of comments during plan check comments, which creates a better timeline for project development. We feel confident that we are in a better position than ever to assist the Parks Department effectively in a range of supportive services. As always, we have found that an open and thorough process is an invaluable first step in developing a responsive design solution.

Enclosed you will find information about Quadriga's proposed team, relevant project experience and qualifications of the core team members. Our submittal is based on existing information available within the request for proposals. Quadriga will perform the services and adhere to the requirements described in this request for proposals and in Addendum #1 dated March 20, 2020 and Addendum #2 dated April 6, 2020. We look forward to hearing from you about the next stage in the selection process.

Sincerely,



Christine Talbot, President  
christine@quadriga-inc.com  
707-546-3561

## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Quadriga Landscape Architecture and Planning, Inc.

NAME OF BUSINESS



SIGNATURE

Christine Talbot, President

NAME & TITLE, TYPED OR PRINTED

1415 21st St. Studio A Sacramento, CA 95811

MAILING ADDRESS

707-546-3561

TELEPHONE NUMBER

christine@quadriga-inc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

# TAB A: FIRM'S QUALIFICATIONS

## FIRM PROFILE

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Quadriga is a landscape architecture and planning practice, with offices in Sacramento and Santa Rosa. Established in 1997, Quadriga was formed to serve clients interested in unique design solutions for complex projects. Quadriga believes that truly sustainable design balances environmental, social and economic resources. As such, a goal of the Quadriga team is to design projects that improve and enhance the living and working environment while saving energy, resources, and operational costs. We are committed to advancing our clients' interests, with careful attention to budget and constructibility. We weave principles of stewardship, respect for cultural context, and spirit of place in pursuit of uniquely successful solutions.

Quadriga's design experience has confirmed for us that each project is unique and therefore deserving of a unique approach. Our history encompasses all phases of the traditional design and implementation process, including site analysis, schematic and design development, construction documentation and construction administration. We've also participated in non-traditional processes, including Lean Integrated Project Delivery, and provided guidance and documentation for industry-sustainable initiatives.

## PUBLIC AGENCY EXPERIENCE

---

Quadriga works with a variety of Public Agencies, from DSA to OSHPOD to City Building Departments. We are knowledgeable of current building code and sustainability goals to create places for people that are comfortable, safe and engaging. Our knowledge of best practices is woven throughout our work rather than applied as a band aid at the end of the process.

## OFFICE PARTICULARS

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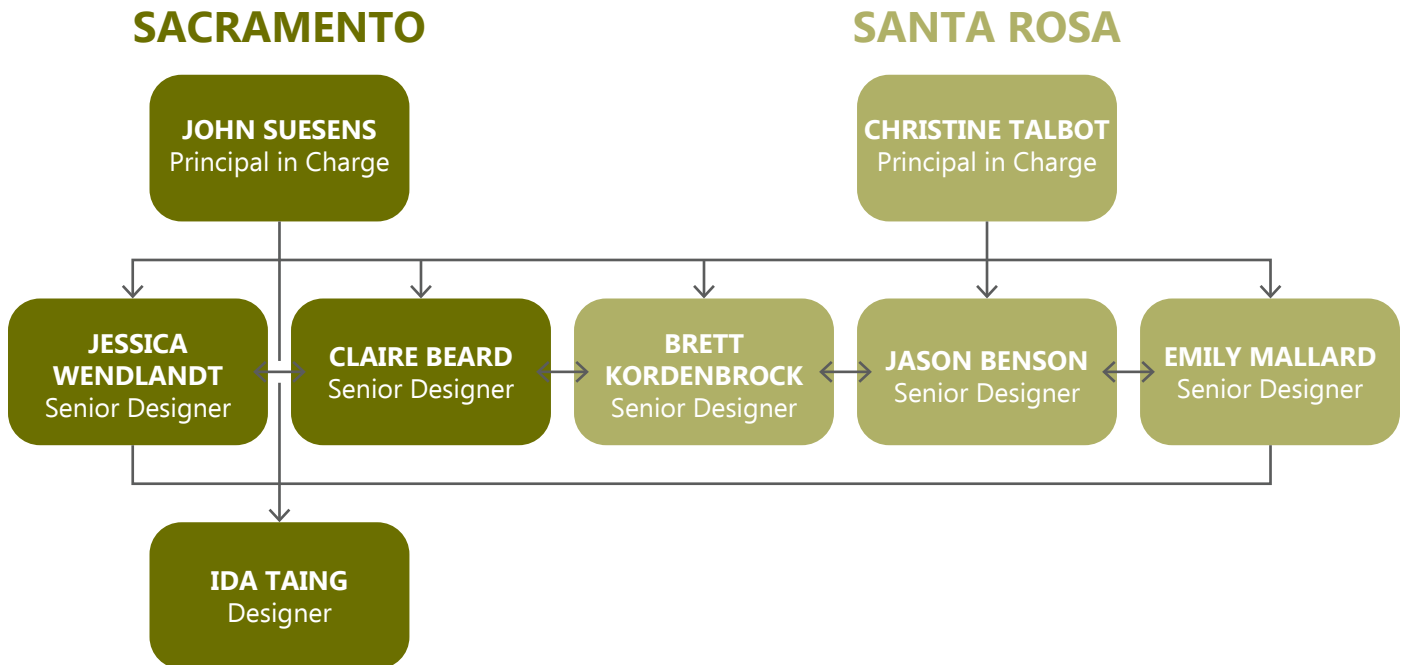
|                                |                                                                |
|--------------------------------|----------------------------------------------------------------|
| Year Incorporated:             | 1997 - California, S Corp                                      |
| Total Personnel:               | 9                                                              |
| Licensed Landscape Architects: | 4                                                              |
| Design Staff:                  | 4                                                              |
| Business Manager:              | 1                                                              |
| Contact Information:           | <a href="http://www.quadriga-inc.com">www.quadriga-inc.com</a> |

## LOCATIONS

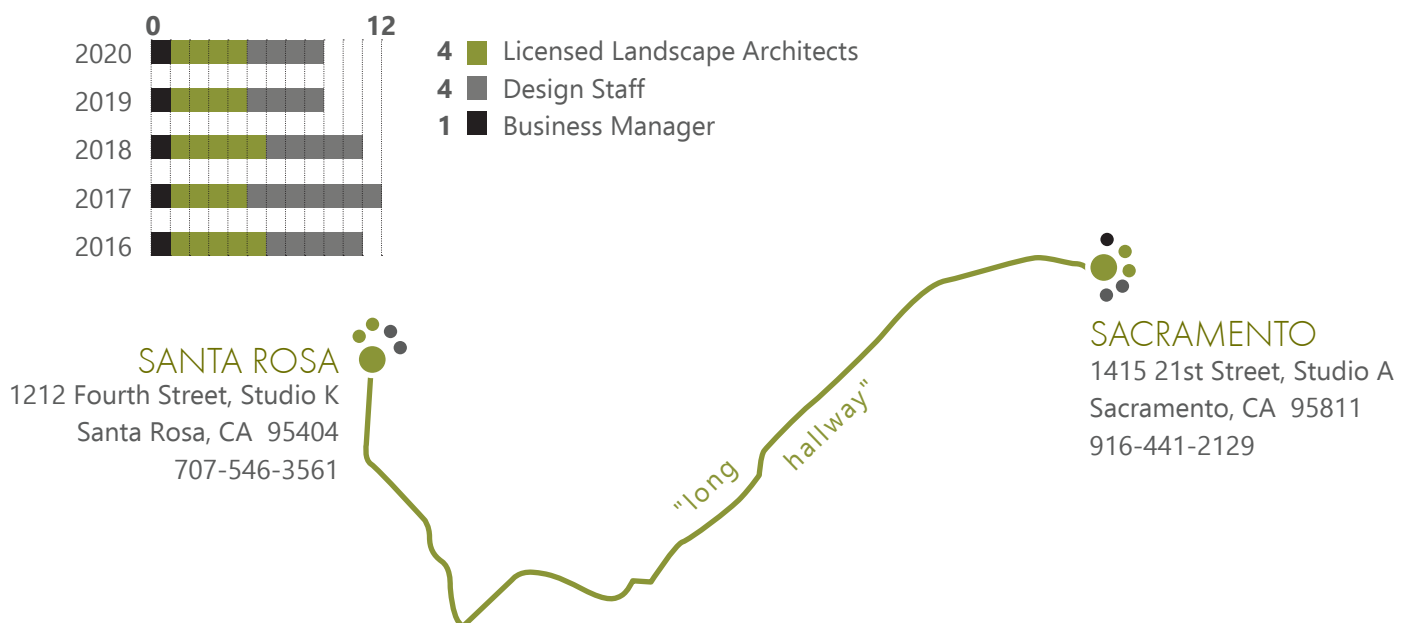
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|                                                                             |                                                                           |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 1212 Fourth Street, Studio k<br>Santa Rosa, CA 95404<br>Phone: 707-546-3561 | 1415 21st Street, Studio a<br>Sacramento, CA 95811<br>Phone: 916-441-2129 |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|

## FIRM ORGANIZATION



Quadriga is organized as a collaborative studio; arranged in fluid teams that are composed according to the needs of each project. With two locations, Quadriga is well situated to explore project sites throughout Northern California. The two offices are treated as one holistic studio space; project teams will often include designers and landscape architects from both offices. While each team is led by a principal, we employ a horizontal framework that encourages involvement and broadens staff knowledge. Our staffing level has not fluctuated significantly over the last 5 years; we have purposely kept our studio staffing levels efficient. We currently have 9 employees. We have recently hired a new talented designer in anticipation of our work load.



## **SERVICES PROVIDED BY QUADRIGA**

---

Quadriga will provide landscape architectural services. Services include:

- Project management
- Site analysis and understanding
- Participation in stakeholder and public outreach meetings
- Design (site, planting, irrigation)
- Cost estimation
- Presentation preparation
- Construction documentation
- Construction administration
- Plan check and quality control

## **SERVICES PROVIDED BY SUB-CONSULTANTS**

---

Depending on the needs of the project we propose to work with the following sub-consultants:

### **BKF Engineers**

Civil Engineering and Survey  
Alex Heuer, Civil Engineering Project Manager  
(916) 556-5851  
aheuer@bkf.com

### **ECOM Engineering, Inc.**

Electrical Engineering  
Ben Schlenker, Principal, Sr. Project Manager  
(916) 641-5600  
ben@ecomeng.com

### **Martin Consulting Group**

Structural Engineering  
Jon Martin, President  
(916) 256-4816  
jonm@martinconsultinggroup.biz



## TAB B: EXPERIENCE AND REFERENCES

### **BROOKS TRUITT DOG PARK**

Sacramento, CA

### **WINDSOR TOWN GREEN PLAYGROUND**

Windsor, CA

### **LAUREL T. STIZZO PARK**

Roseville, CA

### **R.G. PHILLIPS PARK**

Roseville, CA

### **OLYMPIANS PARK**

Sacramento, CA

### **HARTER PARK**

Yuba City, CA

### **WEST SACRAMENTO PARKS GRANT ASSISTANCE**

West Sacramento, CA



## BROOKS TRUITT DOG PARK

Sacramento, CA

Quadriga initiated the vision and master plan for the first dog park within Sacramento's urban fabric. A vacant parcel of land in the heart of the Midtown district, Quadriga worked with local community members to develop an urban dog park that serves as a community asset and hub. Quadriga rallied key stakeholders, City officials and the City's Parks and Recreation Department to amend the future use of the parcel (slated as a stand-alone plaza) to be reconceived as a dog park. Fulfilling the needs of the local community, largely composed of rental properties with little access to secured open space, the master plan proposes two designated dog park areas for small and large dogs, shade structures, a robust urban canopy, custom furnishings and signage, a plaza area and public art. Quadriga held a community outreach meeting to refine design and program goals through surveys, question and answer and interactive exhibits. The master plan was revised and was unanimously approved by City Council the fall of 2015. Quadriga completed bid documents in 2016 and the Brooks Truitt Bark Park opened July 29th, 2017.

**year:** 2017

**size:** 0.73 acres

**role:** prime, lead design, landscape architect

**client:** CADA (Capitol Area Development Authority), City of Sacramento

Todd Leon  
Development Director  
(916) 323-1272  
tleon@cadanet.org  
1522 14th Street  
Sacramento, CA 95816





## WINDSOR TOWN GREEN PLAYGROUND

Town of Windsor, CA

The Windsor Town Green playground was being loved to death and in need of a serious update. Quadriga was initially hired to assist the Town and the Park Foundation in recommending minimal upgrades for code compliance and to assist in fundraising efforts. As we worked through the challenges of the site and surfacing requirements, it became clear that a complete renovation would be better for the Community and provide a more engaging playground.

Surrounded by majestic oaks, the playground could expand very carefully in one or two directions, providing a challenge during design. Using grade beam construction to protect tree roots, the site was lifted and leveled to provide an accessible playground. The new play structures were selected to provide ample color and movement within the playground. Custom designed seat walls and donor bricks were all part of the fundraising effort and are adorned with names and sentiments from the Community. Quadriga was involved from schematic design through construction administration.

**year:** 2012-2017

**size:** 0.2 acres

**role:** lead design, landscape architect

**client:** Town of Windsor

Olivia Lemen

Management Analyst

[olemen@townofwindsor.com](mailto:olemen@townofwindsor.com)

(707) 838-5383 (Direct)

9291 Old Redwood Highway

Windsor, CA





## LAUREL T. STIZZO PARK

Roseville, CA

Quadriga assisted the City of Roseville in Master Planning for a 7.8-acre neighborhood park adjacent to Fiddymont Farm Elementary School. The park includes soccer fields, exercise stations, a comfort station, parking, a picnic area and a playground. A planted storm water retention area helps to reduce drain inlets, other storm water structures, and improves water quality.

The park design incorporates elements that honor the agricultural history of the area, specifically pistachio farming. The playground features custom climbers like stacked pistachio crates, sheep, pistachio nut crawl-throughs, and a tractor. To evoke the orderly layout of an orchard, many of the trees are arranged in distinct rows.

Following the master planning effort, Quadriga completed construction documents for the park. Laurel T. Stizzo Park was dedicated on June 30, 2018 and is open to the public to enjoy.

**year:** 2018

**size:** 7.8 acres

**role:** prime, lead design, landscape architect

**client:** City of Roseville

**sustainability:** LID storm water treatment, native planting, recycled irrigation water

Rjahja Canlas, P.E.

Park Development Analyst

(916) 774-5342

[rcanlas@roseville.ca.us](mailto:rcanlas@roseville.ca.us)

316 Vernon Street, Suite 400

Roseville, CA 95678





## R.G. Phillips Master Plan and Construction Documents

Roseville, CA

Quadriga assisted the City of Roseville in Master Planning for a 5.2-acre neighborhood park within the Westpark community. The park includes a walking trail, picnic area, a 5-12 age-group play area and a basketball half-court. A central lawn area, designed to accommodate soccer practice, drains to the southern portion of the site. Bioswales, planted with a native hydroseed, form gentle depressions in which stormwater can infiltrate. Grading and drainage were designed to omit drainage infrastructure within the park.

A bike trail forms the southern border of the park. Beyond the trail exists preserved open space running along a branch of the Antelope Creek. Trees and low water use shrubs and groundcovers selected for the park plant palette complement the adjacent landscape.

Following the master planning effort, Quadriga produced construction documents for R.G. Phillips Park.

**year:** 2018

**size:** 5.2 acres

**role:** prime, lead design, landscape architect

**client:** City of Roseville

**sustainability:** LID storm water treatment, native planting

Joel De Jong

Park Development Analyst

(916) 774-5924

[jdejong@roseville.ca.us](mailto:jdejong@roseville.ca.us)

316 Vernon Street, Suite 400

Roseville, CA 95678





## THE MILL AT BROADWAY: OLYMPIANS PARK

Sacramento, CA

Quadriga worked with the developers of The Mill at Broadway to create a comprehensive master plan for an urban infill site located near downtown Sacramento, CA.

The community orients itself around a central neighborhood park, Olympians Park, a 3.4-acre area that is designed to be a destination for both residents of The Mill and visitors from the Sacramento region. As a dense urban site, homes within the community afford little outdoor space. The park design reflects the need for flexible outdoor space and is organized into a unique set of outdoor rooms.

A sawdust hopper, a relic of Setzer Forest Products, the company which previously occupied the site, has been repurposed as an iconic representation of the site's history and as a focal point at the core of the community. The park's bike and running trail runs underneath the hopper structure which has been adorned by artist, Jose Di Gregorio.

The master plan and construction document phases are complete, and construction is underway.

**year:** 2015 - present

**size:** 3.4 acres

**role:** visioning and master plan,  
design development, construction  
documents, construction  
administration

**client:** Bardis Homes

Rachel Bardis

Owner

(916) 313-3061

[rachel@bardishomes.com](mailto:rachel@bardishomes.com)

10630 Mather Blvd

Mather, CA 95655



## HARTER PARK

Yuba City, CA

Quadriga worked with Yuba City shortly after the Tierra Buena neighborhood was annexed into the City in order to facilitate the development of a new park in the annexed area. The City identified three prospective sites for a park with the goal of creating a space that serves both the residents of the historically under-served Tierra Buena area as well as greater Yuba City.

Once the City considered the community feedback and made a site selection, Quadriga prepared a master plan that incorporated many of the amenities desired by the community.

Quadriga is currently preparing construction documents which include two phases of development. Funding has been secured for phase 1 development. With help from Quadriga in preparing grant documents, the City is in the process of securing funding for phase 2 development.

**year:** 2015-present

**role:** public outreach, master planning, construction documents, grant documentation

**client:** City of Yuba City

Brad McIntire

Community Services Director  
(530) 822-4652

[bmcintire@yubacity.net](mailto:bmcintire@yubacity.net)

1201 Civic Center Boulevard,  
Yuba City, CA 95993





## WEST SACRAMENTO PARKS GRANT ASSISTANCE

West Sacramento, CA

Quadriga worked with the City of West Sacramento to assist with two grant applications, one for an existing park and the other a potential park on underutilized school land. The requirements included a project program, site plan, public input, design narrative and a budget. To determine the program for each park, the City hosted a series of public meetings at different locations to gather the feedback of the community. Quadriga developed materials and facilitated the sessions by collecting comments, identifying preferences, and discussing concerns with local residents. The feedback was translated into two plans that were presented at the wrap up meeting for the public to provide any final comments. Once the plans were finalized and approved by the City, Quadriga developed cost estimates and provided design narratives to be submitted with the grant applications for each park.

**year:** 2019

**role:** public outreach, master planning

**client:** City of West Sacramento Parks

Traci Michel

Parks and Recreation Director

(916) 617-4627

[tracim@cityofwestsacramento.org](mailto:tracim@cityofwestsacramento.org)

1110 West Capitol Avenue, 1st Floor

West Sacramento, CA 95691

# TAB C: QUALIFICATIONS OF TEAM

## PROJECT TEAM ORGANIZATION CHART

---

### PRINCIPAL IN CHARGE

**CHRISTINE TALBOT**  
Santa Rosa

### PROJECT MANAGER

**CLAIRE BEARD**  
Sacramento

### PROJECT DESIGNER

**JESSICA  
WENDLANDT**  
Sacramento

### SUB-CONSULTANTS

#### CIVIL

**ALEX HEUER**  
BKF Engineers  
Project Manager

#### ELECTRICAL

**BEN SCHLENKER**  
ECOM  
Principal

#### STRUCTURAL

**JON MARTIN**  
Martin Consulting  
President



**Christine Talbot** Principal, Quadriga - Landscape Architect CA #5226

With over 20 years' experience in design, management and implementation of both public and private landscapes Christine's passion for design is rooted in making everyday experiences more livable and more engaging. With a deep interest in creating safe, beautiful and functional spaces, Christine has been integral in the design and management of a variety of project types and sizes ranging from the rehabilitation of public parks and schools to master plan and infill developments.

Christine's experience working with multiple disciplines, agencies and stakeholder groups have given her a broad range of knowledge in design, planning, construction documentation, construction administration and permitting. Likewise, Christine's attention to detail, leadership and problem-solving skills enable her to tackle complex projects while meeting the needs of our clients and project budgets.

**Education**

University of California at Davis,  
*Bachelor of Science in Landscape Architecture, 1999*

**Professional Experience**

Quadriga Landscape Architecture and Planning, Inc., Santa Rosa, CA  
*13 years with the firm*  
Callander Associates, Landscape Architecture, Inc., Rancho Cordova, CA  
Gretchen Stranzl McCann, Landscape Architects, Napa, CA  
The Dangermond Group, Sacramento, CA

**Representative Projects**

John L. Sullivan Park, Roseville, CA  
R.G. Phillips Park, Roseville, CA  
Laurel T. Stizzo Park, Roseville, CA  
Brooks Truitt Dog Park, Sacramento, CA  
Duran Park, Roseville, CA  
Windsor Town Green Playground, Town of Windsor, CA



**Claire Beard** Designer

Claire has worked as a landscape designer in our Sacramento office since 2015. She has designed landscapes for parks, large-scale housing developments, schools and mixed-use projects. As project manager, she has guided projects from inception to completion with success. A successful project, she believes, will offer beauty, perform both socially and ecologically, and meet programmatic and budgetary needs. Employing technical and artistic abilities, she designs spaces that are both imaginative and feasible.

**Education**

University of California at Davis,  
*Bachelor of Science in Landscape Architecture, 2015*

**Professional Experience**

Quadriga Landscape Architecture and Planning, Inc., Sacramento, CA  
*5 years with the firm*

**Representative Projects**

John L. Sullivan Park, Roseville, CA  
R.G. Phillips Park, Roseville, CA  
Laurel T. Stizzo Park, Roseville CA  
Olympians Park, Sacramento, CA  
Brooks Truitt Dog Park, Sacramento, CA



**Jessica Wendlandt** Landscape Architect - Landscape Architect OH #1701411

Jessica is a landscape architect in our Sacramento office. She has experience working on multidisciplinary teams at a range of scales, from city-wide master planning to detailed site design. With a background in both urban planning and landscape architecture, she seeks to understand the broader context of a project and how it reflects and represents the community. She is passionate about designing thoughtful places that help people connect to nature, each other, and themselves through meaningful experience of the landscape.

**Education**

Michigan State University

*Bachelor of Science in Landscape Architecture, 2013*

Michigan State University

*Bachelor of Science in Urban and Regional Planning, 2013*

**Professional Experience**

Quadriga Landscape Architecture and Planning, Inc., Sacramento, CA

*1 year with the firm*

MKSK Studios, Columbus, OH

Landscape Architects and Planners, Inc., Lansing, MI

**Representative Projects**

City of Sacramento Westacre Park and Charter School Park Community Outreach,  
West Sacramento, CA

Linden Park and Community Center, Columbus, OH (MKSK)

Fresno State University Student Union, Fresno, CA

Canton Centennial Plaza, Canton, OH (MKSK)

GIAC Interactive Educational Stormwater Exhibit, Columbus, OH (MKSK)

**Alex Heuer** Civil Engineering Project Manager, BKF Engineers

Mr. Heuer, with over 23 years of civil engineering experience, has worked on numerous projects throughout northern California. He has provided project management for various types of projects including healthcare, educational campuses, residential and commercial development, correction and rehabilitation facilities, roadways and public utilities. Involvement in diverse projects has allowed him to acquire extensive knowledge of accessibility, utility design, grading and drainage and storm water quality implementation as well as an understanding of various local and state municipalities and agencies.

**Education** B.S., Civil Engineering, University of California Davis

**Professional Registration** CA Civil Engineer No. 61027

**Ben Schlenker, P.E.** Principal, Sr. Project Manager, ECOM Engineering, Inc.

As a Principal Sr. Project manager, Ben has extensive experience in all phases of project construction. These areas include: Site investigation, design development, construction cost estimating, value engineering, construction documents, project management and construction support. This experience includes both remodel and new construction of numerous projects with complex lighting, power, security and signal systems. Ben has taken on a broad range of projects with a majority portion of his time dedicated to the design of numerous Municipal projects.

**Education** B.S., Electrical and Electronic Engineering, California State University Sacramento

**Professional Registration** CA Electrical Engineer No. 21982

**Jon Martin, S.E.** President, Martin Consulting Group, Inc.

With over 20 years of experience, Mr. Martin has been the Structural Engineer and manager on a variety of commercial, industrial and residential projects. The projects have involved performing structural investigations, preparing structural calculations and the preparation of drawings in accordance with governing building codes, coordinating with other design disciplines, obtaining agency approvals and administering construction support services.

Persistent and persevering in his approach to achieving goals, Jon brings a high level of design excellence, while being conscious of project budgets and specific client needs.

**Education** B.S., Civil Engineering, California State University, Sacramento  
M.S. Structural Engineering, California State University, Sacramento

**Professional Registration** CA Civil Engineer No. 60314, CA Structural Engineer No. 04900



# TAB D: METHODOLOGY

## PROJECT UNDERSTANDING AND APPROACH

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We understand the City requires landscape architectural assistance that is flexible, efficient and reliable. The City anticipates accelerating their Park development which could result in an increase in turn-key park development along with an increase in parks being designed and constructed through the Parks, Recreation and Libraries Department. To expedite the anticipated park development process, the City is looking to increase the capacity of the current department by contracting with an on-call landscape architecture firm to provide additional workforce on an as needed basis.

A meeting or phone call with city staff and Christine Talbot, our dedicated Principal in Charge, will commence any given project. Understanding the required scope of work, design considerations and City needs are critical to successfully beginning our work. If the project requires a fast turnaround, we work quickly to meet the need. If we aren't able to accommodate a schedule, we will let you know up front.

Once the project particulars are understood, we will assign one or two of our City of Roseville specific Project Managers and the Designers who best fit the needs of the given project. In most cases, we are able to begin project work within a couple weeks' time.

Typical timelines for projects of various sizes:

- Plan check - two weeks to return to City
- Draft master plan, including public outreach and topo survey for a neighborhood park - 3 months
- Full construction documents for a neighborhood park - 3 months

We work with the Client and our team to identify challenges before they affect the project, but of course unforeseen issues do arise. When they do, we facilitate a problem-solving approach rather than deflecting responsibility. Our vision is focused on the best outcome for the project.

## SIMILAR PROJECT EXPERIENCE

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We have worked successfully with the City of Roseville on projects ranging from Laurel T. Stizzo Park, R.G. Phillips Park, John L. Sullivan Park, the Weber Park playground and ADA renovation, Royer Park tennis Court Renovations, and Duran Park. In addition to our experience with Roseville, below are two other clients that we have provided park design and construction services for:

**Larson Park, Sonoma County Regional Parks** – Quadriga is working with Regional Parks to update one of their older suburban parks. This 7.6-acre park is nestled into a community bound by Sonoma Creek on two sides and single-family housing on the other two sides. The original park design is mostly being maintained with changes focused on providing improved circulation and updated amenities. The Community requested more pickleball, improved sports fields and courts, an engaging playground for the park, and an expanded Community Garden space. We are also providing multiple outdoor gathering spaces with community BBQ areas, shade, and a restroom building. Quadriga's role is to provide landscape architectural services from Design Development through Construction Documentation.

**Olympians Park and The Mill at Broadway, Bardis Homes** – Olympians Park is a turnkey park that is being built by the developers of the Mill at Broadway, an urban infill community in Sacramento. Quadriga developed a master plan for the park based on input from multiple community outreach meetings that we facilitated. In conjunction with the City of Sacramento Department of Youth, Parks, and Community Enrichment, Quadriga helped prepare presentation materials



for the Parks and Community Enrichment Commission meeting. With Commission approval obtained, the master plan was then adopted by the Sacramento City Council. Construction Documentation commenced and Quadriga's design decisions helped balance the community's wishes, Parks standards and maintenance goals, and the developer's objectives and target budget. Additionally, Quadriga provided master planning and construction documentation for other areas of the community, including a 2.0-acre urban farm. The farm will largely be run by a non-profit agency called Food Literacy. A new building will serve as their headquarters and as a place for students of the adjacent Leattata Floyd Elementary to learn about nutrition. A portion of the farm will be a City-operated community garden, their largest to date. Construction of Olympians Park is nearing completion and construction of Floyd Farm has just begun. Quadriga provides ongoing construction administration for both.

## **DESIGN**

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Quadriga is a design-oriented firm possessing the technical expertise necessary to produce projects of function and quality. Much of our experience encompasses planning & design work throughout the state. Our team has experience with a wide range of project types, including Park Design, mitigation, pedestrian improvements and site planning.

We are firm believers that each design problem demands its own solution. We base our design solutions on the site context, desired program, and adjacent forces. Our work today also strives for sustainable excellence – looking for creative ways to make each project better.

## **QUALITY ASSURANCE**

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Our process for quality assurance involves multiple project reviews. Firstly, we encourage staff members to review their work, always paying attention to the constructability and maintainability of their decisions. We often hold design critiques or design charrettes in office to informally review work and design decisions. Secondly, the Project Manager reviews the work. The last step involves a review by the Principal in Charge, where our work is critiqued on the basis of site context, desired program, political forces, safety, sustainability, constructability and maintainability.

## **CONSTRUCTION**

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We pride ourselves on the constructability of our plans. Innovative ideas are tempered with years of design and construction experience. The use of current technology also allows us to interface with our other team members more readily. In the current competitive bid climate, we have been actively updating our cost information and we work with a number of local contractors to keep our information relevant.

## **MAINTENANCE**

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All projects require some level of upkeep. We strive to reduce the number of manpower hours required by thinking of the simple things like mower access around trees and structures, designing site amenities in anticipation of vandalism and general abuse, specifying the proper irrigation equipment for each context, and selecting appropriately sized hardy and disease tolerant plant material that is spaced in such a way that minimal pruning is required.

## TAB G: REQUIRED STATEMENTS/ DOCUMENTS

Quadriga assures that no departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall be made without the prior written approval of the City.

Quadriga warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to City.

Quadriga agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

Nothing contained in our proposal is proprietary.

## TAB H: EXCEPTIONS

We do not propose any exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP or Sample Contract.

## TAB I: COMPETENCY OF PROPOSERS

Quadriga has been in business since 1997; our success is solidified by repeat clientele and positive word of mouth.

We have no bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures or any other similar actions filed against us or resolved in the last seven years. We have never had a client terminate a contract with our firm for breach.

## EXHIBIT “B”

# TAB F: HOURLY RATES

## SCHEDULE OF OFFICE HOURLY RATES 2019-2020

**Rates subject to change September 1, 2020**

|                               |                   |
|-------------------------------|-------------------|
| Principal Landscape Architect | \$175.00 per hour |
| Project Manager               | \$130.00 per hour |
| Senior Designer               | \$115.00 per hour |
| Designer / CADD               | \$105.00 per hour |
| Support Staff                 | \$ 85.00 per hour |
| Prints and Reproduction       | Cost plus 10%     |
| Mileage                       | \$0.58 / mile     |

### Notice:

Landscape architects are regulated by the Landscape Architects Technical Committee, under the purview of the California Architects Board within the Department of Consumer Affairs.

Any questions concerning a landscape architect may be referred to the board at: Landscape Architects Technical Committee, 2420 Del Paso Rd. Suite 105, Sacramento, CA 95834 Ph: 916 575-7230 <https://www.latc.ca.gov/>

California Landscape Architect #5226



RESOLUTION NO. 20-240

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND SCHMIDT DESIGN GROUP, INC.,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE  
CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Landscape Architectural Services, by and between the City of Roseville and Schmidt Design  
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 on-call agreement is hereby approved and the City Manager is authorized to execute it on  
behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

### On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation ("CITY"), and Schmidt Design  
Group, Inc., a California corporation ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services  
consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated  
April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and  
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on  
June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in  
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty  
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be  
memorialized by a written amendment to this Agreement.



2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.



4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

#### COVERAGE

Workers' Compensation

#### LIMITS OF LIABILITY

Statutory



|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.



7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be



considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.



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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to



terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.



CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:



CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Jeffrey T. Barr, Vice President  
1310 Rosecrans Street  
San Diego, CA 92106

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

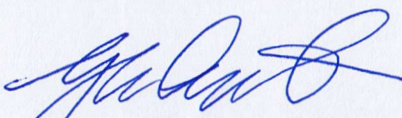
CITY OF ROSEVILLE, a  
municipal corporation

SCHMIDT DESIGN GROUP, INC., a  
California corporation

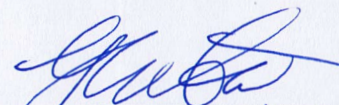
BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:   
its: Glen Schmidt, President

and

BY:   
its: Glen Schmidt, Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”





**SCHMIDT DESIGN GROUP**

Joseph "Joey" Lopes Park  
West Sacramento, CA

# City of Roseville California Request for Proposals On-Call Landscape Architectural Services

**TO** City Clerk Department  
City of Roseville  
[tgee@roseville.ca.us](mailto:tgee@roseville.ca.us)

**FROM** Schmidt Design Group  
1310 Rosecrans St., San Diego CA, 92106  
[info@schmidtsgroup.com](mailto:info@schmidtsgroup.com)





## SCHMIDT DESIGN GROUP

April 24, 2020

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

Re: RFP for On-Call Landscape Architectural Services

Dear Selection Committee,

The opportunity to provide As-Needed Landscape Architecture Services for the City of Roseville is an incredibly exciting prospect, and one for which Schmidt Design Group is uniquely qualified. Our firm has over 37 years of experience designing public spaces throughout California. Each open space we design is inspired by the contextual framework of the site, the function of the surrounding development, and a deep understanding of the local culture. Schmidt Design Group understands what it takes to provide as-needed landscape services to local municipalities. Our extensive experience with as-needed contracts includes the **City of Roseville On-Call Landscape Architecture contract (2017-Present)**, West Sacramento's IDIQ 2008-2013, City of San Diego's As-Needed Landscape Architecture contracts from 2006 to 2022, the San Diego Unified School District As-Needed contracts from 2001-2019, and the City of Irvine As-Needed contracts in 2014 & 2016. This extensive experience with as-needed contracts in the public sector gives us a unique understanding of the public project delivery and stands as a testament of our ability and resources to design unique public spaces.

Schmidt Design Group is committed to providing staff qualified in landscape architecture services for the design of new parks, park renovations, recreational facilities, trails, pathways, streetscapes, decorative landscaping, public open spaces, and environmental conservation. Having completed **Nela Luken Park at the Village Center**, and completing such impactful projects as the award winning **Joseph "Joey" Lopes Park** in West Sacramento, our team is intimately familiar with the region and its recreational needs.

The first public project we designed was Skyview Neighborhood Park in 1984. Since that time we have had the pleasure of working on more than 300 public projects for more than 65 municipal agencies throughout California. This has included both new designs as well as numerous renovations and additions. Through these efforts, we have developed a deep understanding of the elements that make public projects truly successful.

Our team combines the highest standards of design and artistic ability with a commitment to environmental stewardship. Our firm has received over 150 local, state, and national awards for world-class design, technical excellence, and environmental stewardship. We employ 29 professionals including 10 licensed landscape architects, two (2) LEED accredited professionals, two (2) SITES accredited professionals, a certified arborist, a certified playground safety inspector, two (2) qualified SWPPP developers/preparers, and a certified water auditor. Our employees bring the highest standards of personalized and attentive service to each and every project.

**CITY OF ROSEVILLE**

*Cover Letter*

Schmidt Design Group would be thrilled to continue working with the City of Roseville on the design and implementation of thoughtful, community-based enhancements throughout the City.

Schmidt Design Group will perform the services and adhere to the requirements described in this RFP, including Addendum 1 (04/03/ 2020), Addendum 2 (04/08/2020), and Addendum 3 (04/15/2020).

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'JT Barr', with a stylized, cursive script.

Jeffrey T. (JT) Barr, ASLA  
Vice President, Schmidt Design Group  
jtbarr@schmidt-design.com

A handwritten signature in blue ink, appearing to read 'Glen Schmidt', with a stylized, cursive script.

Glen Schmidt, FASLA  
President, Schmidt Design Group  
gschmidt@schmidt-design.com





*Nela Luken Park at Village Center, Roseville, CA*

|    |  |                                |
|----|--|--------------------------------|
| 04 |  | TAB A: FIRM'S QUALIFICATIONS   |
| 08 |  | TAB B: EXPERIENCE & REFERENCES |
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| 40 |  | APPENDIX                       |



## *A. Firm's Qualifications*



Stylus Park, San Diego, CA

# Firm Qualifications

## PUBLIC SECTOR EXPERTISE

Community Parks  
Neighborhood Parks  
Athletic Parks  
Playgrounds  
Skateparks  
Streetscapes  
Median Islands & Parkways  
Hardscape & Plazas  
Trails  
Irrigation Systems  
Habitat Restoration/  
Rehabilitation  
Low Impact Design &  
Stormwater Management

## SELECT AWARDS

31

American Society of  
Landscape Architects  
San Diego Honor, Merit,  
& President's Awards

14

San Diego Architectural  
Foundation, People's  
Choice Orchid Awards

12

California Parks and  
Recreation Society

24

American Public  
Works Association

8

American Society of  
Civil Engineers

Schmidt Design Group is headquartered in San Diego, California. Work for the City of Roseville will be performed in our San Diego office. We also have a satellite office in Fairfield, California, which will be utilized during work trips to Roseville.

## FIRM BACKGROUND

Schmidt Design Group provides comprehensive landscape architecture and planning services, with an emphasis on balancing artistic design with environmental sensitivity. We are a client-centered, service-oriented small business dedicated to creating signature spaces that reflect the character and vision of the communities in which we work. Founded in 1983, Schmidt Design Group has received more than 150 local, state, and national awards for design and technical excellence.

## DEPTH OF PROJECT EXPERIENCE

Over the last 37 years Schmidt Design Group has had the pleasure of working on more than 300 public projects for more than 65 municipal agencies throughout California. This has included both new designs as well as numerous renovations and additions. Schmidt Design Group offers expertise in a broad range of project types.

Our extensive experience with as-needed contracts in the public sector gives us a unique understanding of the as-needed processes and stands as a testament of our ability to address the needs of multiple task authorizations simultaneously. Examples of contracts held include:

- **City of Roseville As Needed (2017-2019)**
- City of West Sacramento's IDIQ (2008-2013)
- City of San Diego: As-Needed Landscape Architecture Contracts (2001-2022)
- San Diego Unified School District: As-needed Contracts (2001-2019)
- San Diego Unified Port District: As-needed Landscape Architecture (2016-2018)
- NAVFAQ Southwest Division On-Call (2016-2018)
- North County Transit District: As-needed Contract (2015-2016)
- City of National City: On-Call, Subconsultant (2014-2015)
- City of Irvine: As-needed Contract (2014, 2016)
- County of Orange, OC Parks Division: On-Call Contract (2009)
- County of San Diego/City of San Diego: Rotation lists
- CALTRANS (2001-2010)
- San Diego Housing Commission: As Needed (2016)

## SUB-CONSULTANTS FOR THIS CONTRACT

Sub-consultants on this contract will provide the following services:

Warren Consulting Engineers- Civil Engineering/Surveying

Harry A. Yee & Associates-Electrical Engineering

Blackburn Consulting- Geotechnical Engineering

Engineering System Solutions- Structural Engineering



“

We employ design as a conduit for story-telling; expressing the essence of each community.”

–JT Barr, PLA, ASLA  
Schmidt Design Group



*Nela Luken Park at the  
Village Center  
Roseville, CA*

## SIMILAR PROFESSIONAL SERVICES

### City of Roseville

#### On-Call Landscape Architectural Services 2017-2019

Schmidt Design Group is proud to have held an on-call with the City of Roseville. The team we have compiled for this project builds on our positive relationship and collaboration with the City and the depth of experience with City standards and permitting processes. Ongoing and recently completed projects include:

- Nela Luken Park at Village Center
- Park Site W-50C
- Fiddymont Substation

#### Services included in the as-needed contract:

- Landscape analysis
- Landscape design
- Construction support services
- Title 24 code compliance work
- Irrigation plans
- Landscape plans
- Field investigation
- Base plan preparation
- Site furnishings and hardscape plans
- Cost estimates
- Construction observation
- As-builts

## CITY OF ROSEVILLE

### Qualifications



*Del Sur Neighborhood Park  
San Diego, CA*



*Linda Vista Skatepark  
San Diego, CA*

### City of San Diego's As-Needed Landscape Architecture Contract 2006-2022

Schmidt Design Group has held the City of San Diego On-call Landscape Architecture contract for nearly 15 years. To date, Schmidt Design Group has provided landscape architectural services for more than 100 projects for the City of San Diego.

#### Services included in the as-needed contract:

- Landscape architectural design
- Irrigation system design
- Hardscape design
- Urban design
- Park design (new & renovations)
- Playground design (new & renovations)
- Pedestrian and bicycle circulation design
- Existing landscape, hardscape, and irrigation evaluation and recommendations for repairs and improvements
- Preparation of site improvement plans for grading, drainage, planting, and irrigation
- Construction document development
- Development plan (master plan) preparation
- Permitting
- Construction cost estimating
- Bid and construction support
- Construction administration
- Presentations to City and community stakeholders
- Site visits and punch lists
- As-builts
- Project management and administration
- Third party review of landscape plans prepared by other

## CITY OF ROSEVILLE

### Qualifications

#### CLIENT



#### LEADERSHIP

#### SCHMIDT DESIGN GROUP, INC.

Jeff Justus  
PLA, QSD/QSP, CPSI  
*Technical Principal*

Jeffrey T. (JT) Barr  
PLA, ASLA  
*Vice President  
Principal in Charge*

Glen Schmidt  
FASLA, PLA, QSD/QSP  
*President*

Jennifer Montgomery  
PLA, LEED, SITES, ASLA  
*Associate*

Mark Moss  
PLA  
*Associate*

#### TECHNICAL STAFF

##### Project Management

Chris Tiffany  
PLA, ASLA

Devon Boutte  
ISA, ASLA

Todd Schechinger  
PLA, ASLA

Laura Handschumacher  
PLA, ASLA

Aric Sanders  
ASLA

Jesus Alán Figueroa PLA,  
ASLA

Lindsay DeCeault  
PLA, ASLA

Thomas Tavella  
FASLA, PLA, LEED AP

##### Landscape Designers

Claire Morris

Philip Schweiger

Brianna Perkins

Rudy Perez

Melissa Johnson

Aldo Rayas

Parker Ruskamp

Chase Conk

Cameron Sanchez

Tyler Tucker

Chris Hewitt

Tori Sample

Cody Bonnet

#### FIRM SIZE VARIATION

**2015**

18

**2016**

19

**2017**

20

**2018**

24

**2019**

28

**2020**

29

#### ADMIN

Christy Schmidt  
*Office Manager*

Reyna Adams  
*Marketing Coordinator*

Kat Pephens  
*Controller*





## *B. Experience & References*



Nela Luken Park at the Village Center, Roseville, CA



## *Experience and References*

### **COMPLETED**

January 2019

### **COST**

\$1.9 Million

### **SDG TEAM**

Glen Schmidt  
Jeff Justus  
Chris Tiffany

### **CLIENT**

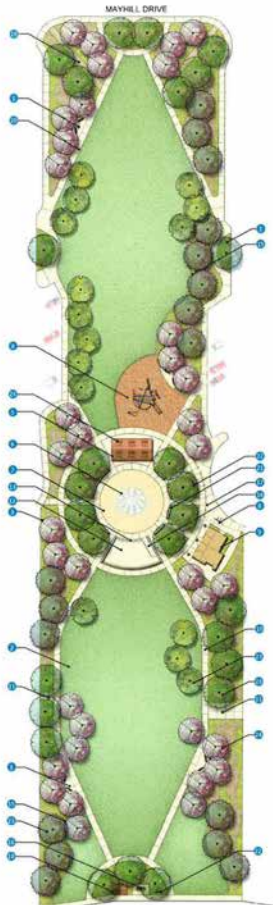
City of Roseville

Tara Gee  
Park Planning  
& Development  
Superintendent  
316 Vernon Street,  
Suite 400  
Roseville, CA 95678  
Ph. 916.774.5253

## Nela Luken Park at the Village Center

ROSEVILLE, CA  
CLIENT | CITY OF ROSEVILLE

The City of Roseville created a three-acre public park at the core of a newly expanded neighborhood adjacent to retail and residential spaces. Schmidt Design Group provided refinements to the schematic plan and created construction documents for the City in the development of this park. The park features open space turf areas for active use, a picnic area, and a central plaza event space and stage. The central plaza features a misting sculpture created by repurposing steel railroad rails into a unique feature inspired by the City's historic role as an important railroad hub. A bus stop adjacent the park was also transformed by utilizing railroad rails to create a unique swaying bench for use by bus stop patrons. The design also includes a 2-12yr old playground featuring a custom play structure and climbers homage to the park's namesake Nela Luken, who served for years as a senior planner for the City.



**COMPLETED**

Schematic Design

**COST**

\$1 Million Estimated

**SDG TEAM**

Glen Schmidt

Jeff Justus

Chris Tiffany

**CLIENT**

City of Roseville

Tara Gee

Park Planning

& Development

Superintendent

316 Vernon Street,

Suite 400

Roseville, CA 95678

Ph. 916.774.5253

**Park Legend:**

- Tricycle Track / Pedestrian Walkway
- Bench Seating, TYP.
- Decomposed Granite
- Bocce Court
- Swing Set
- Shaded Picnic Area
- 42" Tall Fence
- Children's Playground
- Shade Tree, TYP.
- Accent Tree, TYP.
- Open Turf, TYP.
- Shrub Planting Area
- 10 FT. Tall Fence
- Half Basketball Court

Note: Final construction of proposed park elements will be based on available budget and bids received.

# Park Site W-50C

**ROSEVILLE, CA**

**CLIENT | CITY OF ROSEVILLE**

The City of Roseville is creating a new 1.2 acre neighborhood park in the recently constructed community of West Park. The park features flexible turf space for informal play, bocce courts, a children's play area, and a half basketball court located around a central shade pavilion. The pathways are strategically placed in a loop to accommodate beginners learning to ride bikes, scooters, and tricycles. The park program is a direct reflection of the feedback the community provided to City staff. Schmidt Design Group is currently preparing to begin construction documents and the park is anticipated to be complete in fall of 2021.





**COMPLETED**  
2017

**COST**  
\$3.3 Million

**SDG TEAM**  
Glen Schmidt  
JT Barr  
Mark Moss  
Jeff Justus  
Chris Tiffany

**CLIENT**  
City of West Sacramento

Chris Surawski  
Project Officer  
1110 West Capitol Avenue,  
2nd Floor  
Sacramento, CA 95691  
Ph. 916.617.4717

**AWARDS**  
Project of the Year,  
American Public Works  
Association, West  
Sacramento Chapter

## Joseph “Joey” Lopes Park

**WEST SACRAMENTO, CA**  
**CLIENT | CITY OF WEST SACRAMENTO**

The City of West Sacramento transformed a stormwater and sanitary sewer easement site into the Joseph “Joey” Lopes Park, a four-acre public park. Schmidt Design Group provided schematic design, construction documents, and construction administration for the City in the development of this unique linear park which The design includes open turf areas for active use, two custom-designed shade structures covering picnic areas, two tot lots for younger and older children, and a central 10-foot-wide promenade that connects the three separate areas of the park. The design also includes a community garden, which residents of the nearby affordable-housing apartments and surrounding community can rent to grow fresh produce. The park is named after famed West Sacramento boxer Joey Lopes who fought from the 1940’s through the 1950’s and became a community steward after retirement. A beautiful sculpture at the center of the park shows Joey at the height of his boxing career.



**COMPLETED**  
2017

**COST**  
\$1.7 Million

**SDG TEAM**  
Jeff Justus  
Chris Tiffany

**CLIENT**  
Redlands Conservancy  
Sheri Leonard  
Executive Director  
1615 W Redlands Blvd.,  
Redlands, CA 92373  
Ph. 909.389.7810

# Zanja Trail

**REDLANDS, CA**  
**CLIENT | REDLANDS**  
**CONSERVANCY**

Schmidt Design Group is working with the Redlands Conservancy to plan and design a trail and park project that celebrates the historic Mill Creek Zanja. The project will create a 2.45-mile natural surface trail with four pocket parks that link downtown Redlands to the eastern city limit, three public schools, and the Santa Ana River Trail. The project will provide pedestrian and bike trails shaded by an extensive tree network, an off-leash dog park, community garden, children’s playground, picnic tables, exercise nodes, natural stone amphitheater seating, and recreational spaces for the community. The parks and trail will create a natural setting for family entertainment, exercise, outdoor educational programs, and a desirable walking and bicycling path for the community. Interpretive signage and historic markers will educate residents and visitors about the nearly two century old irrigation channel that brought prosperity to Redlands’ pioneers.





## CITY OF ROSEVILLE

### *Experience and References*



#### Solana Ranch Park, San Diego, CA

A tree-lined promenade acts as the central organizing element connecting the park's various amenities. A central plaza is located at the heart of the park and includes playgrounds, a comfort station, and picnic areas within a bosque of trees. A turf amphitheater provides a flexible space for community events and captures the dramatic views into Gonzales Canyon. A half basketball court, adjacent to the plaza, provides opportunities for organized play. A central walking loop surrounds the park's large flexible turf space.



#### Mt. San Miguel Park, Chula Vista, CA

As prime consultant, Schmidt Design Group provided the master plan and construction drawings of this 15-acre community park located in the City of Chula Vista, California. The park includes three 300-foot softball fields, tennis courts, basketball courts, batting cages, a leash-free dog park, picnic areas, and a children's play area that has been designed in the shape of a California Quail. The park connects to the City's existing pedestrian and equestrian trails and the perimeter of the park also connects with the adjacent open space through bioswales.



#### Briercrest Park, San Diego, CA

At the center of the park, the landscape takes on sculptural form and leads people down to a small "wetland" environment. Stormwater capture is a theme, with all drainage routed into decorative "stream bed" channels toward the center of the park. The park has on-site water harvesting, a plant palette that is almost exclusively natives, and state-of-the-art environmentally sustainable materials are also featured. Whimsical features include a butterfly garden, an herb garden, an interactive music garden, and mounded lawn areas provide added opportunities of discovery. Also includes a large play area with "natural play" elements such as park-pet sculptures, dry stream beds, and a large stone climbing wall.



#### Lake Skinner Recreation Area, Riverside, CA

Upgrades to the 150-acre open space facility included new concert grounds, amphitheater and stage area, large splash pad, new parking, children's play areas, restrooms, and open-space trails. A large "wet play" splash pad was designed to depict the journey of water as it travels from the mountains, streams, and aqueducts, to our homes. Five rest points provide interpretive information about the protected flora and fauna, the historical heritage, and the life cycle and use of the water in Lake Skinner.



### Camino Ruiz Park, San Diego, CA

This 12-acre neighborhood park includes youth baseball fields, a central plaza, picnic areas, children's play areas, environmental education overlooks, parking, and a restroom/concession building. The park is surrounded by sensitive open space with a number of unique educational overlooks. Each overlook features a different theme such as the birds of the area, cultural history, plants and animals, the river, and a celebration of the solstice.



### Civita Park, San Diego, CA

The 14.3-acre Civita Central Park will be the flagship park and will provide numerous amenities for the Mission Valley community. The southern edge of the park is anchored by a large civic plaza which includes an interactive water feature, stage and turf amphitheater, a life-size interactive chessboard, social gathering nodes, and multiple seating opportunities. Other amenities include large passive turf areas, children's play areas, half basketball courts, interpretive gardens, and a community garden. A plaza space with a comfort station will sit at the center of the park and will be filled with mining relics that reference the history of the site.



### Cottonwood Creek Park, Encinitas, CA

An eight-acre neighborhood park that includes open turf areas, tennis courts, a group picnic gazebo, children's play area, and environmental education. The central feature of the park is the "daylighting" of two intermittent streams that once ran under the property in a large culvert. The park construction brought the two creeks to the surface and routed them through the park creating a new riparian corridor. A siltation basin and wetland/riparian vegetation were planted to naturally cleanse the water as it flows through the park. The creek is revegetated with native plant material and provides bioremediation and flood control for 2,100-acres of watershed that flow into the park.



### Linda Vista Skatepark, San Diego, CA

Designed in conjunction with SITE Design Group, this custom, innovative, and multi-generational concrete skate park is nestled in the existing sloping hillsides of Linda Vista Park. The signature bridge element, which bisects the park to maintain pedestrian and vehicular access to the main park circulation path, creates a unique viewing vantage point for the various signature park elements. The park includes skate features for beginners to professionals, including a custom full pipe and a unique drainage ditch feature specifically created for the Linda Vista skate community. The surrounding open space is prominent throughout the skate park.





## *C. Qualifications of Team*





# Qualifications of Team

## CLIENT



## LEADERSHIP

## SCHMIDT DESIGN GROUP, INC.

Jeff Justus  
PLA, QSD/QSP, CPSI  
**Technical Principal**

Jeffrey T. (JT) Barr  
PLA, ASLA  
**Vice President  
Principal in Charge**

Glen Schmidt  
FASLA, PLA, QSD/QSP  
**President**

Jennifer Montgomery  
PLA, LEED, SITES, ASLA  
**Associate**

Mark Moss  
PLA  
**Associate**

## TECHNICAL STAFF

**Project Management**

Chris Tiffany  
PLA, ASLA, SITES

Devon Boutte  
ASLA, ISA

Todd Schechinger  
PLA, ASLA

Laura Handschumacher  
PLA, ASLA

Aric Sanders  
ASLA

Jesus Alán Figueroa PLA,  
ASLA

Lindsay DeCeault  
PLA, ASLA

Thomas Tavella\*  
FASLA, PLA, LEED AP

**Landscape Designers**

Claire Morris

Philip Schweiger

Brianna Perkins

Rudy Perez

Melissa Johnson

Aldo Rayas

Parker Ruskamp

Chase Conk

Cameron Sanchez

Tyler Tucker

Chris Hewitt

Tori Sample

Cody Bonnet

## SUBCONSULTANTS

**Warren Consulting Engineers**  
Civil Engineering/Survey  
Location: 1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
POC: Martin J. Gee

**Harry A. Yee & Associates**  
Electrical Engineering  
Location: 4920 Freeport Blvd, Suite D  
Sacramento, CA 95822  
POC: David Yu

**Blackburn Consulting**  
Geotechnical Engineering  
Location: 2491 Boatman Avenue  
West Sacramento, CA 95691  
POC: David Morrell  
**Blackburn Consulting**

**Engineering System Solutions**  
Location: 1677 Eureka Road, Suite 102  
Roseville, CA 95661  
POC: Robert Hatch

## ADMIN

Christy Schmidt  
**Office Manager**

Reyna Adams  
**Marketing Coordinator**

Kat Pephens  
**Controller**

## Schmidt Design Group

**1310 Rosecrans Street, Suite G | San Diego, CA 92106**

### Glen Schmidt

**FASLA, QSP/QSD  
PRESIDENT  
PRINCIPAL-IN-CHARGE  
PROFESSIONAL LICENSE  
LANDSCAPE ARCHITECT**  
CA 2138 | NV 219 |  
AZ 34139

Qualified SWPPP  
Developer/Preparer  
#24955

#### EDUCATION

BS, Environmental Planning  
and Management  
*University of California, Davis*

Glen Schmidt's 38 years of planning and landscape architectural design experience for innovative projects throughout California have earned him a reputation for professionalism, quality, artistic integrity, and environmental sensitivity. Mr. Schmidt is the lead design professional in the firm, his projects have won more than 115 local, state, and national awards for design and technical excellence. Mr. Schmidt has been invited to speak at more than 50 conferences. In 2005, Mr. Schmidt was inducted as a Fellow in the American Society of Landscape Architects, a national honor based on his "significant works of landscape architecture" over an extended period of time. Mr. Schmidt is skilled and experienced in leading public meetings.

#### SELECTED EXPERIENCE

Nela Luken Park at the Village Center, Roseville, CA

Joseph "Joey" Lopes Park, West Sacramento, CA

Washington District Plan for Sustainable Community Development, West Sacramento, CA

Civita Parks, San Diego, CA

Maple Street Pedestrian Plaza, Escondido, CA

Lake Skinner Recreation Area, Riverside, CA

Mt. San Miguel Park, Chula Vista, CA

Solana Beach Coastal Rail Trail, Solana Beach, CA

### Jeffrey (JT) Barr

**PLA, ASLA  
VICE PRESIDENT  
DESIGN PRINCIPAL  
PROFESSIONAL LICENSE  
LANDSCAPE ARCHITECT**  
CA5209 | OH 1501346

#### EDUCATION

BS, Landscape  
Architecture  
*The Ohio State University*

Jeffrey T. (JT) Barr is a licensed landscape architect with over a decade of experience. His professional expertise includes the design and implementation of dynamic urban spaces including streetscapes, plazas, parks, civic spaces, and mixed-use developments. Mr. Barr is inspired by creating signature spaces informed by an intimate understanding of context; with each project presenting a new opportunity to build community, celebrate culture and create sustainable systems. Mr. Barr provides leadership for projects of varying scales and budgets with an emphasis on developing comprehensive multidisciplinary solutions.

#### SELECTED EXPERIENCE

Joseph "Joey" Lopes Park, West Sacramento, CA

Washington District Plan for Sustainable Community Development, West Sacramento, CA

Charles Lewis III Memorial Park, San Diego, CA

Solana Ranch Neighborhood Park, San Diego, CA

Solana Beach Coastal Rail Trail, Solana Beach, CA

Mill Creek Zanja Trail and Greenway Park, Redlands, CA



## CITY OF ROSEVILLE

### *Qualifications of Team*

#### Jeff Justus

##### **ASLA, QSP/QSD, CPSI PRINCIPAL QUALITY CONTROL**

##### **PROFESSIONAL LICENSE LANDSCAPE ARCHITECT CA 4028**

##### **QUALIFIED SWPPP DEVELOPER/PREPARER #24959**

**CPSI** | CA 85457

##### **LANDSCAPE IRRIGATION AUDITOR CA 85457**

##### **EDUCATION**

BS, Landscape Architecture  
*California Polytechnic  
University, San Luis Obispo*

Jeff Justus has in-depth experience in all aspects of public landscape architectural practices and is a Principal at Schmidt Design Group. Mr. Justus has provided leadership for numerous large-scale landscape projects in the region. The spectrum of his work has included parks and open space, LID projects, streetscapes, slope revegetation, pump stations and many other projects with stormwater-management features. He is a certified landscape irrigation auditor, certified playground safety inspector, and qualified stormwater preparer/developer in the state of California.

##### **SELECTED EXPERIENCE**

Nela Luken Park at Village Center, Roseville, CA

Park Site W-50C, Roseville, CA

Fiddymment Station, Roseville, CA

Joseph "Joey" Lopes Park, West Sacramento, CA

Pacific Highlands Ranch Community Park, San Diego, CA

Solana Ranch Park, San Diego, CA

Lake Skinner Recreation Area, Riverside, CA

Charles Lewis III Memorial Park, San Diego, CA

#### Chris Tiffany

##### **PLA, ASLA, SITES PROJECT MANAGER**

##### **PROFESSIONAL LICENSE LANDSCAPE ARCHITECT CA622**

##### **EDUCATION**

BS, Global Studies  
*University of California,  
Santa Barbara*

Masters, Landscape  
Architecture  
*California State Polytechnic  
University, Pomona*

Chris Tiffany has more than nine years of in-depth experience in landscape architectural design in southern California. Mr. Tiffany manages public and private projects of various sizes from conceptual design through construction administration. He is skilled at creating site specific design solutions that address the local community and environment, as well as logistical and technical factors to maximize performance. Mr. Tiffany strives to design dynamic spaces that elevate site performance at the ecological, social and aesthetic levels to enrich the user experience. He regularly oversees multidisciplinary teams to create comprehensive designs for complex projects and is currently managing the design of a 2.2-mile long Zanja Trail & Greenway Park in Redlands, California.

##### **SELECTED EXPERIENCE**

Nela Luken Park at Village Center, Roseville, CA

Park Site W 50-C, Roseville, CA

Zanja Trail and Mill Creek Park, Redlands, CA

Prospect Park Pedestrian Pathway, Redlands, CA

Civita Park, San Diego, CA

San Diego Rivertrail Enhancement Plan- Estuary Segment, San Diego, CA

Penasquitos Dog Park Canopy, San Diego, CA



# Warren Consulting Engineers

**Subconsultant: Civil Engineering | Surveying**  
**1117 Windfield Way, Ste. 110, El Dorado Hills, CA 95762**

## FIRM HISTORY

Founded in 1988, Warren Consulting Engineers, Inc. (WCE) has been providing innovative civil engineering and land surveying solutions to public and private clients for thirty-two years. One of the guiding principles of the firm since its inception is the emphasis placed upon communication and garnering active participation from all team members. This means the owner, as well as the design team will be given a place at the table to ensure project scope, budgets and overall project goals are thoroughly discussed early on. The firm employs a professional staff that is committed to providing the best customer service for all projects.

Warren Consulting Engineers has designed and supervised the construction of numerous private and public site development projects throughout northern California. As a result, WCE has developed a strong working relationship with many of the local agencies and is knowledgeable of local requirements. The firm specializes in site development. Since 1988, WCE has been involved in the civil design services for over 5,600 projects and land surveying services of over 2,500 projects, with 765 clients, 190 school districts and 36 of California's 58 counties. WCE prides itself on our 99% repeat customer rate.

## References

### CITY OF ROSEVILLE

*RE: Mahany Regional Park*

Tara Gee

316 Vernon Street, Ste. 400  
Roseville, CA 95678  
Ph. 619.774.5253

### CITY OF ROSEVILLE

*RE: Mike Shellito Indoor Pool*

Charlie Fralick

316 Vernon Street, Ste. 400  
Roseville, CA 95678  
Ph. 619.774.5706

### CITY OF SACRAMENTO

*RE: North Natomas  
Community and Aquatic  
Centers*

Phil Vulliet

915 I Street, Room 2000  
Sacramento, CA 95814  
Ph. 916.808.5092

## Martin J. Gee

### PRINCIPAL IN CHARGE CIVIL DESIGNER

#### EDUCATION

BS, Business  
Administration  
California State University,  
Sacramento

Martin Gee has 32 years of experience in the field of Civil Engineering. He has been the designer on more than 1,000 projects with WCE since 1988. He is intimately familiar with the design standards and requirements throughout California, and has worked closely with and within the City of Roseville on a number of projects.

#### SELECTED EXPERIENCE

Nela Luken Park at Village Center, Roseville, CA\*  
Roseville Fiddymont Substation, Roseville, CA\*  
Roseville Civic Center Vernon Street Parking Lot, Roseville, CA  
Roseville Library, Roseville, CA  
City of Roseville District Office, Roseville, CA  
Fire Station #4 Eureka Road, Roseville, CA  
W70 Park Preliminary Grading & Drainage, Roseville, CA

\*Project completed in collaboration with Schmidt Design Group

# Harry A. Yee & Associates

## **Subconsultant: Electrical Engineering**

**4920 Freeport Boulevard, Ste. D, Sacramento, CA 95822**

### **FIRM HISTORY**

Established in 1978, Harry A. Yee & Associates Inc. (HYA) provides electrical engineering services for schools, hospitals, commercial, industrial, recreational, and institutional facilities. The firm is currently certified by the California Department of General Services as a Small Business Enterprise.

HYA's technical staff consists of two licensed Electrical Engineers, one Electrical Designer, one Computer Specialist, two CAD Operators and one Office Manager. They provide electrical engineering services for new and renovation type construction and our services include troubleshooting, plan review, feasibility studies, economic studies, cost estimates, plans, specifications and construction support. The firm has developed a specialization in high and low voltage distribution systems, uninterruptible power systems, emergency standby power, interior and exterior lighting, fire alarm, security, and data/communication systems.

HYA's experience encompasses all areas of electrical engineering design including lighting design and control systems, power distribution systems, emergency generator systems and signal systems (telephone, intercom, fire alarm, etc).

Harry A. Yee and Associates, Inc. has extensive experience with all electrical systems that may be included in a community park / landscape project including sports field lighting utilizing high efficiency light sources with good color rendition while minimizing light trespass and its impact on neighboring residents, parking lot and security lighting, and public address systems.

### **References**

#### **CITY OF ROSEVILLE**

*RE: Pistachio Regional Park,  
Phase 1*

Rjahja Canlas, PE  
316 Vernon Street, Ste. 400  
Roseville, CA 95678  
Ph. 916.774.5342

#### **COSUMNES COMMUNITY SERVICES**

*RE: Singh & Kaur Park*

Paul Mewton  
8820 Elk Grove Boulevard  
Elk Grove, CA 95624  
Ph. 916.405.5309

#### **UCDAVIS**

*RE: UC Davis Athletics  
Practice Field*

Matthew D. Blankenheim  
225 Couseau Place  
Davis, CA 95618  
Ph. 530.754.1111

## **David Yu**

**PE  
PRESIDENT  
PRINCIPAL-IN-CHARGE**

**PROFESSIONAL LICENSE  
ELECTRICAL ENGINEERING  
CA E14987**

### **EDUCATION**

BS, Electrical Power,  
Communications  
California State University,  
Sacramento

David Yu possesses 34 years of experience in project management and electrical systems design. He has considerable experience working with the Division of the State Architect (DSA) and the California State Fire Marshal (CSFM). David also has an extensive knowledge of numerous electrical systems.

### **SELECTED EXPERIENCE**

Nela Luken at the Village Center, Roseville, CA\*  
Pistachio Regional Park, Phase 1, Roseville, CA  
Fiddymment F-101 Pocket Park, Roseville, CA  
Fiddymment F-97 Pocket Park, Roseville, CA  
University of California Davis Athletics Practice Field, Davis, CA

\*Project completed in collaboration with Schmidt Design Group



# Blackburn Consulting

**Subconsultant: Geotechnical Engineering**  
**4920 Freeport Boulevard, Ste. D, Sacramento, CA 95822**

## FIRM HISTORY

Blackburn Consulting formed in 1998 with a commitment to excellence. Blackburn provides geotechnical/geo-environmental consulting, materials testing, and construction inspection services. The firm is a certified small business with offices in West Sacramento, Fresno, and Auburn, California. Blackburn is committed to public sector projects and stays current with state and local agency requirements. This translates into efficient analysis, less review time, and practical solutions.

Blackburn Consulting's staff includes civil engineers, geotechnical engineers, geologists, engineering geologists, field and laboratory technicians, drafters, resident engineers, inspectors, material testers and support staff. Many of our registered professionals have over 20 years of experience in northern and central California. Blackburn specializes in parks, public infrastructure, buildings, water/wastewater treatment plants, tanks, roadways, bridges, landslide mitigation, levees, and dams. We have a strong reputation for quality because we take the time to do things right.

## References

### CITY OF WEST SACRAMENTO

*RE: Joey Lopes Park*

Chris Surawski  
1110 West Capitol Ave.,  
2nd Floor  
West Sacramento, CA 95691  
Ph. 916.617.4620

### PLACER UNION HIGH SCHOOL DISTRICT

*RE: Del Oro Aquatic Center*

Jefferson Patton  
13101 Bill Francis Drive  
Auburn, CA 95603  
Ph. 530.886.4400

### WESTERN PLACER UNIFIED SCHOOL DISTRICT

Michael Adell  
600 Sixth St. Ste. 400  
Lincoln, CA 95648  
Ph. 916.645.5100

## David J. Morrell

**PE, GE**  
**SENIOR GEOTECHNICAL**  
**ENGINEER**

**PROFESSIONAL LICENSE**  
**GEOTECHNICAL ENGINEER**  
CA 2843

**CIVIL ENGINEER**  
CA 60578

**EDUCATION**  
BS, Geotechnical Engineer  
*University of Nevada, Reno*

David Morrell has over 30 years of geotechnical engineering experience on park, school, public infrastructure, bridge, water/wastewater, tank, residential, and commercial, projects in the Sacramento Valley area. Mr. Morrell's work on the Sacramento Railyards Redevelopment Infrastructure Improvements earned Blackburn Consulting a project of the year award from the California Geotechnical Engineering Association (CalGeo). His current work on the Hills Ferry Road Bridge Replacement Project in Stanislaus County contributed to Caltrans' recently revised Memo to Designers 20-15 (Lateral Spreading Analysis for New and Existing Bridges).

## SELECTED EXPERIENCE

Joseph "Joey" Lopes Park, West Sacramento, CA\*  
Bryte Park Improvements, West Sacramento, CA  
Twelve Bridges Middle School and Park, Lincoln, CA  
Nathan Dubin Park, Lincoln, California  
Civic Center Park Aquatic Center, Elk Grove, California  
Lincoln Crossing North Elementary School and Park, Lincoln, California

\*Project completed in collaboration with Schmidt Design Group



**Engineering  
System  
Solutions**

# Engineering System Solutions

**Subconsultant: Structural Engineering**

**1677 Eureka Road, Suite 102, Roseville, CA 95661**

## FIRM HISTORY

Engineering System Solutions (ES2) is a firm specializing in structural, mechanical, electrical, plumbing, and commissioning disciplines. ES2 is unique in that they offer all disciplines, with one point of contact. Doing this saves clients time, money and stress. Our park experience covers more than 25 projects since 2005 in various locations including: California, Nevada, Idaho, Utah, and Wyoming. Our resume includes parks that are most relevant to the scope of work needed by the city of Roseville. The firm has over 20 years' experience in the commercial realm including but not limited to hospitality, manufacturing, multi-family, mixed-use, healthcare and education. We look forward to building a relationship with you and exceeding your expectations

## References

### CITY OF ROCKLIN

*RE: Quarry Park*

Justin Nartker

4081 Alvis Court  
Rocklin, CA 95667  
Ph. 916.625.5502

### SCHMIDT DESIGN GROUP

*RE: Nela Luken Park*

Chris Tiffany

1310 Rosecrans Street,  
Suite G  
San Diego, CA 92106  
Ph. 619.236.1492

### LPA, INC.

*RE: Moraga Park*

Carrick Boshart

1548 Eureka Road  
Roseville, CA  
Ph. 925.244.9620

## Robert Hatch

**SE, LEED AP  
PRINCIPAL STRUCTURAL  
ENGINEER**

**PROFESSIONAL LICENSE**  
STRUCTURAL ENGINEER  
CA S4364

**EDUCATION**  
Masters, Structural  
Engineer  
Brigham Young University,  
Provo

BS, Structural Engineer  
Brigham Young University,  
Provo

Mr. Hatch has worked in the field of structural engineering since 1994. He has been very active with high performance building design and construction and has been LEED accredited since 2009. He has been the engineer of record for multiple Parks and Recreation Centers. He is a member of the board of directors for Engineering System Solutions, LLC. Mr. Hatch is responsible for the day to day operations for ES2 and works closely with project managers and design staff in successfully completing design and construction projects.

## SELECTED EXPERIENCE

Nela Luken Park at Village Center, Roseville, CA\*

Joseph "Joey" Lopes Park, West Sacramento, CA\*

Quarry Park, Rocklin, CA

Moraga Park, Merced, CA

\*Project completed in collaboration with Schmidt Design Group





## *D. Methodology*





## Methodology

“

In the 10 years  
of working  
with the City  
of Carlsbad,  
these are the  
best plans  
I have ever  
constructed.”

- Duane Soileau, CMIC  
Inspector for Pine  
Avenue Park  
Carlsbad, CA



*Solana Beach Coastal Rail Trail  
Solana Beach, CA*

### CITY OF ROSEVILLE

We commend the City of Roseville for your commitment to providing residents and visitors with high quality and diverse recreational amenities. A recent user approval rating of over 96% reflects the community's appreciation for your commitment to accessible and affordable open space. The City's General Plan places emphasis on land use, circulation, air quality and climate change, open space and conservation, parks and recreation, public facilities, safety, noise, and housing. Our experience uniquely positions us to collaborate with you in meeting these and other related needs.

We worked closely with Tara Gee and the Roseville Park Planning & Development to refine the schematic design for Nela Luken Park. Design refinements and value engineering were completed to incorporate unique railroad themed features while reducing project costs in line with budget requirements. Permitting of construction documents was achieved utilizing the city's online permit process.

Schmidt Design Group recently completed the final design and construction documentation/administration for Pacific Highlands Ranch Community Park. This included a 20 million dollar multi-use building and associated 14-acre community park. The firm worked closely with the community and City to deliver a design that was thoughtfully woven into the existing fabric of the community. This park incorporated cutting edge amenities including a parkour area and pump track (bicycle course); both of which were the first of their kind in the City. During the outreach process of this project, we identified the community's desire to limit on-site parking. Successful coordination between the design-build team, the City, and the nearby school district resulted in the joint-use of the adjacent school's parking lot. This allowed our team to fully utilize the park's acreage for open and recreational space, and contributed to the community's dedication to multi-modal planning principals.

The award-winning Lake Skinner Recreation Area represents our firm's commitment to storytelling and embracing a connection to place. This 6,400-square-foot aquatics facility and splash pad provides a wide range of water play opportunities while simultaneously telling the story of water as it travels from the mountains, through the valleys, and into our homes. In doing so, the park intertwines education and play in an effort to foster a sense of environmental awareness in future generations.

The need for dog parks will continue to persist as the pattern of infill development and small lot construction remain an industry standard. Our firm has developed a series of lessons learned through the implementation of numerous dog park facilities. This includes the appropriate sizing of dog parks, considerations for creating separated large and small dog parks, and surface treatments appropriate for various sizes of dog parks. Recent trends have included the integration of agility courses in dog parks as an additional opportunity for residents to train and interact with the pets.

The continued compression of land resulting from the stringent requirements of the Municipal Separate Storm Sewer Systems (MS4) permit represents another challenge faced. Bioswales, bioinfiltration basins, and hydromodification requirements absorb valuable real estate which otherwise serves recreational needs within our parks. Our philosophy is to thoughtfully integrate these treatment facilities into parks in a way that positions them as amenities. Natural forms, the strategic placement of vegetation, and the use of cobble and boulders creates another avenue for children to reconnect to nature through exploration.



PHR Community Park  
San Diego, CA



Waterfront Park  
San Diego, CA

The significant acreage of park and open space land owned, operated, and maintained by the City comes with the burden of significant operational costs. This puts the importance of design and material selection at the forefront of park design. Elegance and durability are not mutually exclusive objectives. Our firm continually seeks to create park environments which are beautiful, functional, and maintained with ease. The selection of materials, thoughtful spacing of plant material, and anticipating circulation patterns to mitigate volunteer trails are just a few of the strategies we employ to create parks that will stand the test of time.

We are eager to collaborate with you to realize your vision of creating a healthy community through progressive, sustainable, and memorable experiences. The following outlines our firm's strategy for delivering the City of Roseville the highest quality park and open space environments.

### WORK PLAN

We see the role of the Schmidt Design Group team as an extension of City staff and as such, strongly believe that consistent, open dialogue is a critical part of ensuring a successful project. By approaching each project with an open mind, carefully listening to and understanding our client's vision, and tailoring responses to the attributes specific of each program and site, we are able to create durable, functional, and elegant spaces. We are dedicated to team-work in every stage of our process, and ensure a high level of Principal and senior-level staff involvement throughout the duration of the project.

With our experience completing projects with an dfor the City of Roseville, we have developed extensive knowledge of applicable standards, regulations, codes, and technology associated with all facets of public works projects.

### TYPICAL AS-NEEDED APPROACH

The activities below outline a traditional project lifecycle. We will work with the City to craft an approach based on the needs, goals, and objectives of each task authorization. Each task will include participation from all levels of the firm including Principals, Project Managers, and design support staff.

### PROJECT INITIATION

It is anticipated that the City will identify a project and contact the Schmidt Design Group to initiate a dialogue regarding the project. The City can address this communication to JT Barr, Principal.

With a robust staff of 29, Schmidt Design Group, Inc. will be available to commence work immediately upon an agreed on scope of work and executed task order.

### SCOPE OF WORK DEVELOPMENT

SDG will meet with City leadership and staff, visit the project site, and develop a detailed scope of work including all tasks to be performed and project deliverables. The scope of work will be forwarded to City staff for review and approval. Once the scope of work has been solidified, we will develop and deliver a detailed fee proposal for approval. Once the scope of work and fee proposal has been approved by the City and the agreement for the project has been signed, we will begin our work. A detailed schedule will also be prepared and submitted to City staff within one week of receiving notice to proceed.



Charles Lewis III Memorial Park  
San Diego, CA

### INDIVIDUAL TASKS

JT Barr will evaluate the needs and staffing requirements of each task order and allocate staff and resources accordingly. Each project will be composed of a Project Manager who will oversee a team of designers, Glen Schmidt who will lead the design efforts, and Jeff Justus who will review each project and provide quality control.

### PRINCIPAL INVOLVEMENT

Project managers are supported by the Principals, each taking a hands-on and active role in all projects. This includes regular meetings, design oversight, direct client communication, cost control, and continual quality control management.

### DUE DILIGENCE/SITE ANALYSIS

Once the scope of work and preliminary program has been developed for each project, we will conduct a thorough investigation of the site. We will visit the site with City staff to discuss existing conditions and facilities, drainage patterns, existing utilities, pedestrian and vehicular circulation patterns, surrounding land uses, views in and out of the site, and existing vegetation. The data collected is often compiled into a comprehensive site analysis which establishes the framework for the design effort moving forward. We will concurrently conduct a review of all available reference materials and documents that apply to the project. This includes previous planning studies, building codes, Title 24 requirements, City landscape manuals, and as-built documents related to the site.

### CONCEPTUAL DESIGN

The City's vision and desired program will be explored during the conceptual design phase. This effort typically consists of the development of a series of design alternatives which explore various ways to integrate the proposed program while creating spaces that create an authentic connection to the place. We will also engage the local community at the request of the City. The alternatives are then presented to the City for feedback. The resulting discussion will lead to the development of a preferred conceptual design which clearly articulates the design, material selections, landscape areas, and special gathering spaces. This document will be utilized to obtain any required entitlement approvals, used as a tool to communicate with the community, and set the foundation for the future detailed design tasks.

“

By validating the public’s input, [Schmidt Design Group] won over the trust of the community.”

–Eileen Turk  
Division Manager  
City of Oceanside Park  
and Recreation Dept.



Shores Park  
Del Mar, CA

## CONSENSUS BUILDING

We have had the privilege of working with numerous communities throughout California to develop spaces which reflect their vision and needs. We utilize a diverse range of outreach techniques to maximize the communities’ contribution and ownership of the design process. We will discuss the existing conditions, opportunities, constraints, and the community’s vision for the project throughout the planning process. It will be our priority to ensure that all voices within the community are heard as we collectively craft the vision for their new community amenity.

Glen Schmidt, FASLA, brings over 38 years of experience in leading and facilitating public meetings. On numerous occasions, he has demonstrated his ability to integrate the ideas of diverse public and municipal groups toward a consensus which reflects the concerns of all involved.

## CONSTRUCTION DOCUMENTATION

The construction document phase includes the development of highly detailed and prescriptive plans and specifications which allow the contractor to bid and construct the project. Plans typically include wet and dry utilities, horizontal control plans, hardscape and site furnishing plans, landscape planting plans, and irrigation plans. We will guide a highly coordinated effort with civil, structural, and electrical engineers (if needed) during this phase. Detailed cost estimating services are also performed in this phase to define quantities and unit costs. In terms of cost, there must be a balance between quantity (the program required and design intent), quality (the experience of the project and the desired level of service), and available funding (the financial reality of developing a project).

Client review meetings will be held after each milestone deliverable (50%, 90%, and 100%) during the final design phase. In order to provide reasonable assurance that the project can be awarded, we will structure the contract documents to include base bid with additive alternatives.

## CONSTRUCTION ADMINISTRATION

Construction administration is a critical step in the design process as it allows the team to verify that the vision and design intent is being implemented. Schmidt Design Group will verify contractor’s conformance to the drawings and specifications throughout the construction process. We take pride in collaborating with contractors early and often to discuss challenging field conditions and develop creative and cost-sensitive solutions to unforeseen conditions. Schmidt Design Group will stay in regular communication with the contractor throughout the duration of construction to confirm that the City is receiving a high quality product that will stand the test of time.



“

Dedicated, passionate, and knowledgeable people working to the *highest standards* to deliver excellent designs and resources in harmony with our region's character.”

- Carlos Michelin,  
Principal Water Resource  
Specialist  
San Diego County Water  
Authority

## PROJECT MANAGEMENT

Complex projects necessitate the ability to orchestrate the various moving parts of the design team while anticipating the project's next steps. JT Barr has extensive experience in successfully managing complex projects with progressive schedules. He will develop a master project schedule at the onset of each project and identify critical path items, client and community meetings, and submittals. The schedule will be distributed throughout the team and updated on a bi-monthly basis. We anticipate holding regularly scheduled coordination meetings with City staff to resolve outstanding issues and define next steps. Each meeting will be followed by meeting minutes identifying action items and responsible parties for completing the effort. We understand that each project is unique and will require its own customized approach and process.

To help effectively coordinate resources, Jeff Justus, Technical Principal, monitors a detailed projection plan which tracks projects under contract, projects pending proposal, and upcoming RFQ/RFP responses. This plan is updated weekly, monthly, and quarterly to track backlog and current workloads of each member of the firm. Each Monday, a staffing plan is provided to the office staff indicating work to be accomplished by each employee in order to meet client deadlines on time and on budget. Through this process, we are able to provide our clients, and their projects, with the highest level of quality and attention. Our meticulous tracking and management protocols ensure that we are able to successfully deliver multiple projects simultaneously. Schmidt Design Group has an unblemished record of meeting and exceeding project timelines and construction budgets.



Preliminary Landscape Concept Plan Sketch

“  
The  
landscaping  
is the *finest*  
I have seen  
on a County  
project.”

–Pam Slater-Price,  
Former San Diego  
County Supervisor

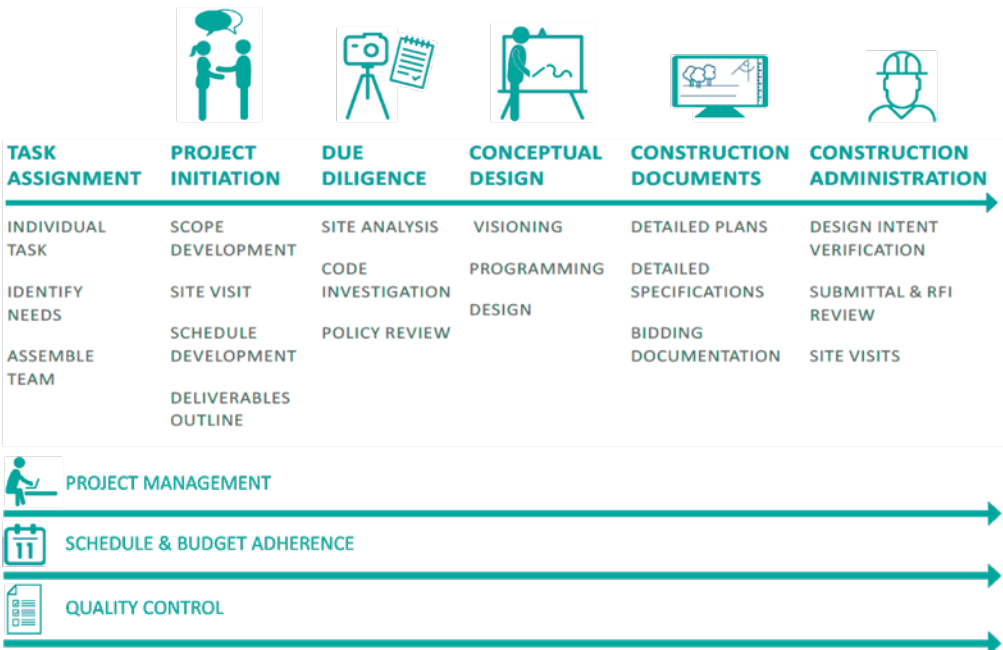
PROJECT SCHEDULE AND ADHERENCE

Schmidt Design Group utilizes Microsoft Project to develop project timelines outlining critical milestones. Once this schedule is agreed upon by the client numerous refinements and adjustments are made to keep the project on track as additional information is provided or additional services are requested.

QUALITY CONTROL

Quality control is woven into the daily operational fabric of our firm. We have institutionalized our Quality Control System in an integrated Quality Assurance Plan that includes quality control checks, plan review checklists, and a constant pursuit of excellence.

While completing their work, each Landscape Designer, Project Manager/ Landscape Architect adheres to our Quality Assurance Plan by utilizing a quality control checklist for each project at each deliverable milestone. This includes detailed questions to ensure that certain tasks are carried out appropriately and accurately. The checklist is first completed by the Landscape Designer and reviewed by the Project Landscape Architect or Project Manager. Jeff Justus, Technical Principal, then receives the marked-up check list along with the plans for a comprehensive Quality Control/Quality Assurance redline review. All changes required by the redlined marked up plans or indicated on the checklist are marked with a yellow highlighter to reflect the change was made on the construction document or specification. The updated plans are then back-checked by the Project Manager to confirm all updates and/or questions have been resolved. This approach creates a layered and multi-dimensional system of quality control where employees at all levels are engaged in the process and committed to a superior outcome. This process has identified deficiencies or “gaps” in scope on numerous occasions.



SDG draws from 37 years of experience in the art of developing probable cost of construction estimates. We work with the construction and bidding industry to maintain current cost accounting for construction budgets on all of our projects. We utilize current vendor cost sheets, current RS Means Cost Data, and relevant unit pricing from current bids. Even with the uncertain bidding climate and constant price fluctuations in many market areas, the firm has maintained excellent budget controls on our projects. For example, at Charles Lewis III Memorial Park (shown below) there was less than a 3% variation between six bidders for a \$4.1 million dollar contract. This demonstrates the quality and clarity of the construction documents, and that all the contractors fully understood the project.



|                             |                                                                                      |             |
|-----------------------------|--------------------------------------------------------------------------------------|-------------|
| <b>SCHMIDT DESIGN GROUP</b> |  | \$3,028,000 |
| <b>WEST COAST GENERAL</b>   |  | \$3,398,422 |
| <b>L.B. CIVIL</b>           |  | \$3,329,000 |
| <b>PORTILLO CONCRETE</b>    |  | \$3,248,000 |
| <b>3-D ENTERPRISES</b>      |  | \$3,162,600 |
| <b>WESTERN RIM</b>          |  | \$3,085,723 |
| <b>HAZARD CONSTRUCTION</b>  |  | \$3,032,500 |
| <b>TRI GROUP</b>            |  | \$2,885,000 |
| <b>ATLAS DEVELOPMENT</b>    |  | \$2,706,500 |



“

Design is more  
than mere  
decoration.  
It elevates the  
*human spirit.*”

–Glen Schmidt, FASLA  
Schmidt Design Group



*Buena Vista Reservoir Park Site Rendering, San Diego, CA*

#### **ABILITY TO COMPLETE WORK**

Schmidt Design Group currently works on 100 to 200 projects per year, some of which are completed in a matter of weeks while others may continue for several years including design, construction documentation, and construction administration. Each project has a dedicated Principal supported by a Project Manager that oversees the internal design team and subconsultants for the duration of the project. To quickly respond to various on-call contracts we maintain an appropriate level of excess capacity which allows us to complete multiple projects on schedule concurrently.

#### **METHODOLOGY USED TO MANAGE SUBCONSULTANTS WORK**

Principals and Project Managers oversee the subconsultants and internal design team for the duration of the project. We utilize our long standing relationships with subconsultants to assemble teams that collaborate, communicate, and understand each other's processes. Our proposed team of subconsultants for this contract includes firms with which we have completed multiple projects ensuring a cohesive and unified team from the onset of the contract.

Frequent communication between Schmidt Design Group staff, subconsultants, and the client is policy for the firm. The staff meets every Monday to review progress of the project and evaluate client and staffing needs. Progress reports are provided to the client and subconsultants. All phone conversations are documented in writing and all directives are made in writing to avoid misunderstandings. Communication is done by email, or formal letter when required. All subconsultants are required to have email available for frequent communication and file transfers.



## *F. Hourly Rates*



# Hourly Rates



Camino Ruiz Park  
San Diego, CA



Park de la Cruz Skatepark  
San Diego, CA

**HOURLY TIME AND MATERIALS FEE SCHEDULE**

January 2020

Fees will be charged for technical work, consultation, and additional services. Charges will be made for typing, as in the preparation of reports, and for time and costs of printing. No direct charges will be made for normal secretarial service, office management, or general accounting; these items are included in overhead.

**HOURLY RATES**

|                                                          |            |
|----------------------------------------------------------|------------|
| Principal Landscape Architect/President .....            | \$225/hour |
| Principal Landscape Architect .....                      | \$185/hour |
| Senior Associate Landscape Architect .....               | \$155/hour |
| Associate Landscape Architect .....                      | \$140/hour |
| Senior Project Manager/Licensed Landscape Architect..... | \$120/hour |
| Project Manager .....                                    | \$95/hour  |
| Landscape Designer .....                                 | \$85/hour  |
| Landscape Drafter.....                                   | \$75/hour  |
| Clerical/Typist.....                                     | \$65/hour  |

**REIMBURSABLE EXPENSES**

Reimbursable expenses such as reproduction printing, delivery service, soils testing, permits, parking, project specific supplies, etc., will be marked up by 10%.

In-house plotting will be charged per square-foot at the following rates: bond \$2.00 per square-foot, vellum \$3.00 per square-foot, mylar \$4.00 per square-foot, and color \$5.00 per square-foot. In-house color laser prints will be charged at \$.50 for letter size, \$.75 for legal size, and \$1.00 for ledger size.

**SUB-CONSULTANTS**

Expenses for consultants employed by Schmidt Design Group, Inc. will be marked up by 15%.

**MILEAGE**

Mileage in the interest of the client will be charged at the current U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates.

**TRAVEL**

Time spent in travel in the interest of the client will be charged at hourly rates. A minimum of one hour will be charged for any site visit. No more than eight (8) hours of travel time will be charged in any one day. Subsistence will be charged when it is necessary for personnel to be away from the office overnight.

*Rates may be adjusted annually.*



Warren Consulting Engineers, Inc.

January 1, 2020

**RATE SCHEDULE**

**CIVIL ENGINEERING SERVICES**

|                  |                   |
|------------------|-------------------|
| Principal        | \$215.00/hr.      |
| Project Manager  | \$175.00/hr.      |
| SWPPP Monitoring | \$215.00/hr.      |
| Civil Engineer   | \$175.00/hr.      |
| Civil Designer   | \$155.00/hr.      |
| Drafter          | \$110.00/hr.      |
| Clerical         | \$90.00/hr.       |
| Vehicle Mileage  | IRS Standard Rate |
| Expert Witness   | \$385.00/hr.      |

**SURVEYING SERVICES**

|               |              |
|---------------|--------------|
| Principal     | \$215.00/hr. |
| Drafter       | \$110.00/hr. |
| Land Surveyor | \$175.00/hr. |

**Non-Prevailing Wage Rates**

|                     |              |
|---------------------|--------------|
| Survey Crew (1-Man) | \$160.00/hr. |
| Survey Crew (2-Man) | \$200.00/hr. |

**Prevailing Wage Survey Rates**

|                     |              |
|---------------------|--------------|
| Survey Crew (1-Man) | \$195.00/hr. |
| Survey Crew (2-Man) | \$275.00/hr. |

**Rates are subject to change.**

**HARRY A. YEE & ASSOCIATES, INC.****2020****HOURLY RATE SCHEDULE**

UPDATED 4/21/2020

| <u>JOB CLASSIFICATION</u>   | <u>HOURLY RATE</u> |
|-----------------------------|--------------------|
| PRINCIPAL ENGINEER          | \$ 193.00          |
| SENIOR ENGINEER/MANAGER     | \$ 176.00          |
| ENGINEER                    | \$ 155.00          |
| ASSISTANT ENGINEER          | \$ 123.00          |
| IT, SR CAD TECH             | \$ 110.00          |
| CAD TECHNICIAN              | \$ 86.00           |
| ADMINISTRATION/ OFFICE MNGR | \$ 89.00           |

**Harry A. Yee & Associates, Inc.**, Electrical Engineers  
4920 Freeport Blvd., Suite D. Sacramento, CA 95822.  
(916) 454-5319

**CITY OF ROSEVILLE***Hourly Rates***Auburn Main Office:**

11521 Blocker Drive, Suite 110  
Auburn, CA 95603  
(530) 887-1494, Fax (530) 887-1495

**West Sacramento Office:**

2491 Boatman Avenue  
West Sacramento, CA 95691  
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

**Fresno Office:**

4186 W. Swift Avenue, Suite 107  
Fresno, CA 93722  
(559) 438-8411, Alt. (559) 276-4246

**2020 SCHEDULE OF FEES & SERVICES**

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

**PROFESSIONAL HOURLY RATES:**

|                               |       |                        |       |
|-------------------------------|-------|------------------------|-------|
| Project Engineer/Geologist I  | \$150 | CAD/GIS                | \$145 |
| Project Engineer/Geologist II | \$160 | Lab Aide               | \$100 |
| Senior Engineer/Geologist     | \$175 | Lab Manager            | \$150 |
| Project Manager               | \$195 | Field Services Manager | \$165 |
| Senior Project Manager        | \$220 | Clerical               | \$90  |
| Principal                     | \$250 | Project Assistant      | \$110 |
| Senior Principal              | \$280 | Senior Administrative  | \$150 |
| Expert Testimony & Deposition | \$490 |                        |       |

**SPECIAL INSPECTION PERSONNEL HOURLY RATES:**

|                                                                                                                                         | Non-Prevailing Wage | Prevailing Wage |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|
| <b>Group 1</b>                                                                                                                          | \$140               | \$175           |
| <i>ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV</i>                                                                 |                     |                 |
| <b>Group 2</b>                                                                                                                          | \$140               | \$170           |
| <i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Building/Construction Inspector, Shear Wall/Floor System Inspector</i> |                     |                 |
| <b>Group 3</b>                                                                                                                          | \$120               | \$155           |
| <i>Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II</i>                                                        |                     |                 |

**MINIMUM BASIC CHARGES:**

|                              |                                                                                                                                                                                                                                                                                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Outside Equipment & Services | Cost plus 20%                                                                                                                                                                                                                                                                  |
| Vehicle Charge               | \$8.00 per hour or \$0.90 per mile                                                                                                                                                                                                                                             |
| Per Diem                     | Location specific, minimum \$160 per night                                                                                                                                                                                                                                     |
| Technician Services          | Charge includes time from office and return to office, minimum charge - 2 hours                                                                                                                                                                                                |
| Overtime                     | Over 8 hours: 1.5 x Hourly Rate<br>Before 7:00am or after 4:00pm: 1.5 x Hourly Rate<br>Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate<br>Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments)<br>Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr increments) |
| Report Copies                | 4 Report copies provided                                                                                                                                                                                                                                                       |
| Additional Report Copies     | \$100 for binding up to 50 pages, plus postage                                                                                                                                                                                                                                 |

**EQUIPMENT: (personnel not included)**

|                                  |              |                                     |             |
|----------------------------------|--------------|-------------------------------------|-------------|
| Hand Sampling Equipment          | \$280 / Day  | Double Ring Infiltrometer Equipment | \$310 / Day |
| Nuclear Moisture/Density Testing | \$18 / Test  | Level Survey Equipment              | \$265 / Day |
| 6" Sand Cone Testing             | \$48 / Test  | Pachometer                          | \$135 / Day |
| 12" Sand Cone Testing            | \$195 / Test | Rock Point Load Test Equipment      | \$135 / Day |
| Coring Bit Charge                | \$48 / Core  | Roto Hammer                         | \$130 / Day |
| Coring Machine                   | \$270 / Day  | Schmidt Hammer                      | \$110 / Day |
| Dynamic Cone Penetrometer        | \$280 / Day  | Torque Wrench                       | \$75 / Day  |
| Electrical Resistivity Equipment | \$255 / Day  | Seismic Refraction:12 Channel       | \$480 / Day |
| Generator                        | \$75 / Day   | Traffic Control/Safety              | \$310 / Day |
| Groundwater Level Indicator      | \$70 / Day   | Concrete Vapor Emission Test Kit    | \$40 / Ea   |
| Inclinometer Survey Equipment    | \$650 / Day  | pH Test Strip Package               | \$60 / Ea   |

**Auburn Main Office:**

11521 Blocker Drive, Suite 110  
Auburn, CA 95603  
(530) 887-1494, Fax (530) 887-1495

**West Sacramento Office:**

2491 Boatman Avenue  
West Sacramento, CA 95691  
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

**Fresno Office:**

4186 W. Swift Avenue, Suite 107  
Fresno, CA 93722  
(559) 438-8411, Alt. (559) 276-4246

## 2020 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

Page 1 of 2

| SOIL CLASSIFICATION                                                              |                     |          |
|----------------------------------------------------------------------------------|---------------------|----------|
| #200 Sieve Wash                                                                  | ASTM D1140          | \$125    |
| Sieve Analysis to #200                                                           | ASTM D6913, CAL 202 | \$193    |
| Standard Hydrometer with Sieve Analysis                                          | ASTM D422           | \$380    |
| Plasticity Index                                                                 | ASTM D4318          | \$275    |
| Specific Gravity - Soils                                                         | AASHTO T100         | \$120    |
| MOISTURE / DENSITY                                                               |                     |          |
| Moisture Content                                                                 | ASTM D2216, CAL 226 | \$45     |
| Moisture/Density                                                                 |                     | \$85     |
| SOIL COMPACTION                                                                  |                     |          |
| Standard Proctor (4" or 6" mold)                                                 | ASTM D698           | \$345    |
| Modified Proctor (4" or 6" mold)                                                 | ASTM D1557          | \$345    |
| California Impact                                                                | CAL 216             | \$345    |
| Check Point (Standard or Modified)                                               |                     | \$160    |
| VOLUME CHANGE                                                                    |                     |          |
| One-Dimensional Consolidation                                                    | ASTM D2435          | \$545    |
| <i>(6 load increments, includes 2 time rate curves and 2 rebound decrements)</i> |                     |          |
| Additional Load or Rebound Decrement                                             |                     | \$38/ea  |
| Additional Time Rate Curves                                                      |                     | \$118/ea |
| Expansion Index                                                                  | ASTM D4829          | \$275    |
| One-Dimensional Settlement Swell                                                 | ASTM D4546          | \$245    |
| STRENGTH                                                                         |                     |          |
| Unconfined Compression                                                           | ASTM D2166          | \$160    |
| Compression, Rock <i>Prep &amp; Photos included</i>                              | ASTM D7012          | \$185    |
| Rock Point Load (up to six points)                                               | ASTM D5731          | \$75     |
| California Bearing Ratio (CBR), with curve                                       | ASTM D1883          | \$850    |
| California Bearing Ratio (CBR), without curve                                    | ASTM D1883          | \$510    |
| Resistance Value                                                                 | CAL 301             | \$375    |
| Direct Shear: <i>(per point)</i>                                                 |                     |          |
| Undisturbed                                                                      | ASTM D3080          | \$215    |
| Remolded                                                                         | ASTM D3080          | \$275    |
| Triaxial Compression: <i>(per point) Photos of failure upon request</i>          |                     |          |
| Undrained, Unconsolidated w/out Pore Pressure                                    | ASTM D2850          | \$195    |
| Consolidated, Undrained w/ Pore Pressure Measurements                            | ASTM D4767          | \$565    |
| Consolidated, Drained                                                            |                     | \$810    |
| Consolidated, Undrained, no Pore Pressure Measurements                           |                     | \$320    |
| Specimen Remolding                                                               |                     | \$125    |



## 2020 Laboratory Fee Schedule

Page 2 of 2

**CORROSIVITY ANALYSIS**

|                                                                                              |                   |       |
|----------------------------------------------------------------------------------------------|-------------------|-------|
| Corrosion Analysis Package                                                                   | CAL 643, 417, 422 | \$350 |
| <i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i> |                   |       |
| pH                                                                                           | CTM643            | \$45  |
| Resistivity                                                                                  | CTM643            | \$147 |

**PERMEABILITY**

|                                                                                              |            |       |
|----------------------------------------------------------------------------------------------|------------|-------|
| Flex-wall Permeability                                                                       | ASTM D5084 |       |
| <i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i> |            | \$500 |
| Each Additional Effective Stress                                                             |            | \$125 |
| Specimen Remolding                                                                           |            | \$125 |

**TREATED SOIL TESTS**

|                                          |            |       |
|------------------------------------------|------------|-------|
| % Lime for Stabilization - per point (%) | ASTM D6276 | \$140 |
| pH of Soil                               | CTM643     | \$45  |
| Modified Proctor                         | ASTM D1557 | \$410 |
| Unconfined Compression Test              | ASTM D5102 | \$230 |
| One Dimensional Swell                    | ASTM D4546 | \$230 |

**AGGREGATES**

|                                                  |                               |       |
|--------------------------------------------------|-------------------------------|-------|
| Bulk Specific Gravity - Course & Fine Aggregate  | ASTM C127 & 128, CAL 206, 207 | \$120 |
| Coarse Durability                                | CAL 229                       | \$205 |
| Fine Durability                                  | CAL 229                       | \$205 |
| Sand Equivalent                                  | CAL 217, ASTM D2419           | \$143 |
| Cleanness Value                                  | CAL 227                       | \$193 |
| Moisture Content                                 | CAL 226/370                   | \$110 |
| Percent of Crushed Particles (per size fraction) | CAL 205                       | \$180 |
| Fine Aggregate Angularity                        | AASHTO T304, Method A         | \$180 |
| Flat and Elongated Particles (per size)          | AASHTO D 4791                 | \$180 |
| Combined Grading 1" through no. 200              | CAL 201/202                   | \$192 |
| Bin Grading (First 2 Bins)                       | CAL 201/202                   | \$192 |
| Each Bin Thereafter                              |                               | \$75  |
| LP-9 (RAP) Burn                                  | LP-9, CT382                   | \$120 |

**ASPHALT**

|                                                   |         |       |
|---------------------------------------------------|---------|-------|
| Bulk Specific Gravity - Compacted Hot Mix Asphalt | CAL 308 | \$60  |
| Theoretical Max Specific Gravity (Rice)           | CAL 309 | \$210 |
| LTMD (Set of 5)                                   | CAL 375 | \$415 |

**Binder Content**

|                                 |             |       |
|---------------------------------|-------------|-------|
| Ignition Oven Correction Factor | CAL 382     | \$355 |
| Ignition Oven                   | CAL 382     | \$210 |
| Solvent                         | AASHTO T164 | \$265 |
| Stability (Set of 3)            | CAL 366     | \$370 |

**Void Content**

|                         |         |      |
|-------------------------|---------|------|
| With Stability and Rice | CAL 367 | \$40 |
|-------------------------|---------|------|

**CONCRETE & MASONRY**

|                                                     |          |       |
|-----------------------------------------------------|----------|-------|
| Concrete Compression Test 6" x 12" or 4" x 8"       | ASTM C39 | \$40  |
| Masonry or Grout Compression                        |          | \$58  |
| Compression Test of Cored Concrete Spec. (per core) |          | \$130 |
| Compression Test of Shotcrete Cores (per core)      |          | \$164 |

**Other Tests Quoted Upon Request**



**SCHEDULE OF LABOR RATES:**

|                               |          |
|-------------------------------|----------|
| Principal.....                | \$175.00 |
| Project Managers.....         | \$160.00 |
| Senior Project Engineers..... | \$160.00 |
| Project Engineers.....        | \$120.00 |
| Designers.....                | \$ 90.00 |
| CAD Technicians.....          | \$ 75.00 |
| Office Admin.....             | \$ 70.00 |

## *G. Required Statements & Documents*



Orange Park, Chula Vista, CA



# *Required Statements & Documents*

## **NON-SUBSTITUTION:**

Schmidt Design Group, Inc. will not substitute designated members of the team without approval by City of Roseville staff.

## **CONFLICT OF INTEREST:**

Schmidt Design Group, Inc. does not have any actual, apparent, direct, indirect, or potential conflicts of interest in regards to this contract.

## **INSURANCE:**

Schmidt Design Group, Inc. certifies that they hold all insurance, certifications, and licences to complete their portion of the project.

General Liability: \$4 million

Automobile Liability: \$1 million

Umbrella Liability: \$1 million

Workers Compensation: \$1 million

Professional Liability: \$2 million

Each subconsultant holds insurance, certifications, and licences applicable to their portion of the contract.

## **PROPRIETARY:**

Schmidt Design Group, Inc. certifies that nothing contained in this proposal is proprietary.



*Breircrest Park, San Diego, CA*

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Schmidt Design Group

NAME OF BUSINESS

SIGNATURE

Jeffrey T. (JT) Barr, Vice President

NAME & TITLE, TYPED OR PRINTED

1310 Rosecrans Street, Suite G, San Diego, CA 92106

MAILING ADDRESS

619-236-1462

TELEPHONE NUMBER

jtbarr@schmidtsgroup.com

EMAIL

Type of Organization:

\_\_\_\_ Sole Proprietorship

☒ Corporation

\_\_\_\_ State of Incorporation

\_\_\_\_ Partnership

\_\_\_\_ Limited Liability Company





## *H. Exceptions*



Pacific Highlands Ranch Community Park, San Diego, CA

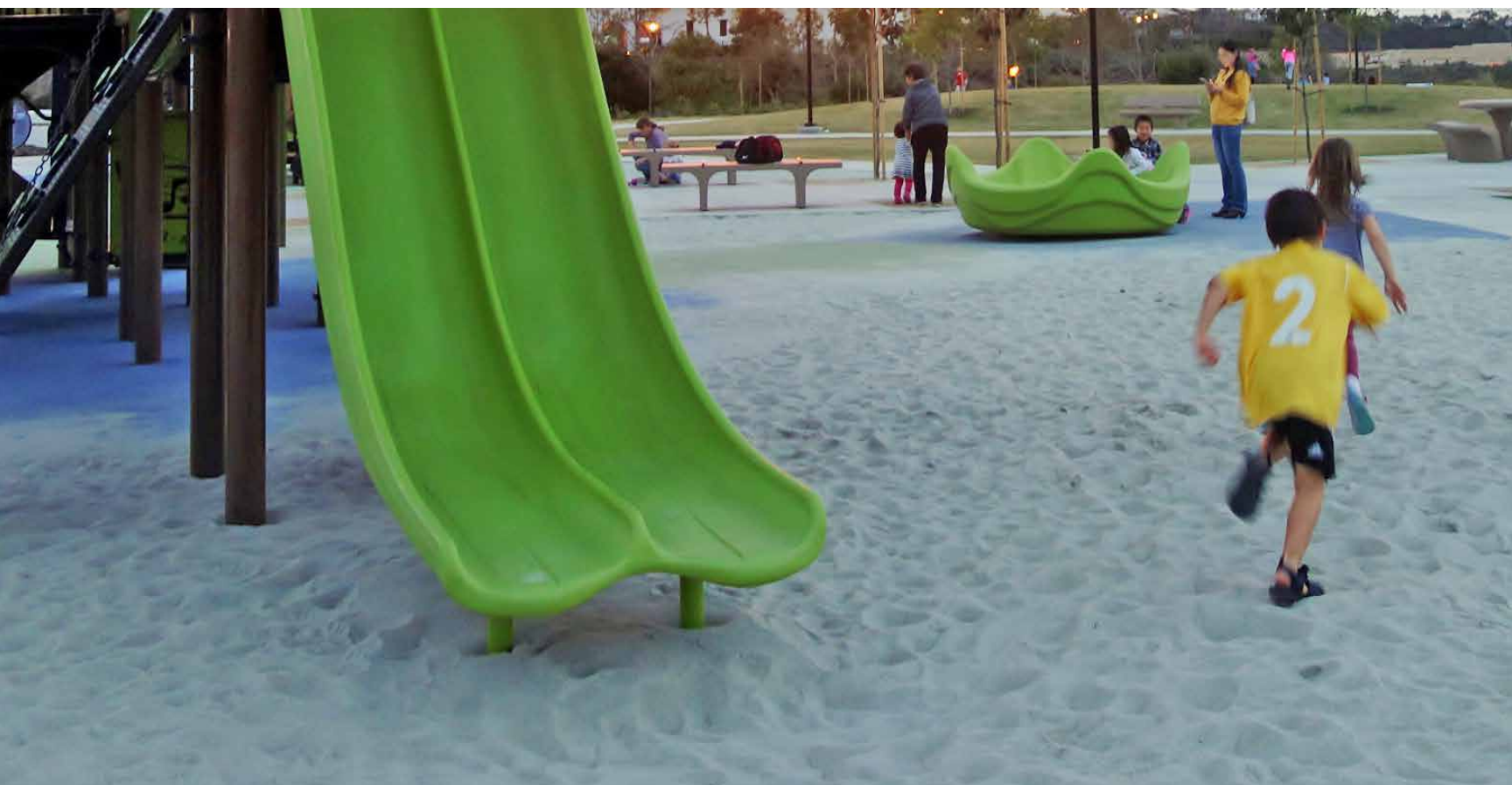


## *Exceptions*

Schmidt Design Group, Inc. accepts the City Professional Services Contract for this On-call contract.



## *I. Competency of Proposers*



## *Competency of Proposers*

Schmidt Design Group, Inc. (SDG) has no pending bankruptcies, liens, stop payment notices, judgments, arbitrations, mediations, foreclosures, or any similar actions in the past seven (7) years. A client has never terminated a contract with SDG firm for breach.

An action was brought for a personal injury (broken arm) allegedly suffered by an individual while using a piece of play equipment at a San Diego County park (Waterfront Park). Schmidt Design Group, who was engaged by the general contractor on the project, is one of five companies named in the suit. Counsel and Schmidt Design Group's position relative to the plaintiff's claim is that the equipment was properly specified, manufactured, permitted for installation, and installed. The action was settled in April 2020 via a settlement agreement.

Schmidt Design Group has a robust staff of 29 talented and innovative professionals, including 10 licensed landscape architects. In order to quickly respond to various on-call contracts, we maintain an appropriate level of excess capacity which allows us to complete multiple projects on schedule concurrently.

SDG utilizes state-of-the-art computer hardware and software networked through the use of PC based AutoCAD workstations networked on a central server.

Quality control is woven into the daily operational fabric of our firm. We have institutionalized our Quality Control System in an integrated Quality Assurance Plan that includes quality control checks, plan review checklists, and a constant quest for perfection.





## *Appendix*





# Appendix - Resumes



Glen  
Schmidt  
PLA, FASLA, QSP/QSD  
PRESIDENT  
DESIGN PRINCIPAL

**GLEN SCHMIDT’S** 40 years of planning and landscape architectural design experience for innovative projects throughout California have earned him a reputation for professionalism, quality, artistic integrity, and environmental sensitivity. In 2005, Mr. Schmidt was inducted as a Fellow in the American Society of Landscape Architects, a national honor based on his “significant works of landscape architecture” over an extended period of time. Mr. Schmidt is skilled and experienced in leading public meetings. On numerous occasions, he has demonstrated his ability to integrate the ideas of diverse public and municipal groups toward a consensus which reflects the concerns of all involved. He is also a skilled presenter and has led many educational seminars and talks conveying technical issues to a wide range of audiences at local, state, and national levels.

**PROFESSIONAL LICENSE**

Registered Landscape Architect  
CA 2138 | NV 219  
AZ 34139  
  
Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) #24955

**EDUCATION**

Bachelor of Science  
Environmental Planning and Management  
*University of California at Davis*

**PROFESSIONAL AFFILIATION**

- Member, *American Society of Landscape Architects*
- Member, *California Parks and Recreation Society*
- Member, *U.S. Green Building Council*
- Member, *Urban Land Institute*
- Member, *Society of Marketing Professionals*

**SELECTED EXPERIENCE**

- Nela Luken Park at the Village Center, Roseville, CA
- Joseph “Joey” Lopes Park, West Sacramento, CA
- Washington District Plan for Sustainable Community Development, Sacramento, CA
- Mill Creek Zanja Trail and Greenway Park, Redlands, CA
- National City Library, National City, CA
- Kimball Park Renovation, National City, CA
- Paradise Creek Educational Park, National City, CA
- Shores Park Master Plan, Del Mar, CA
- El Cajon Transit District Specific Plan, El Cajon, CA
- Mt. San Miguel Community Park, Chula Vista, CA
- Charles Lewis III Memorial Park, San Diego, CA
- Linda Vista Skate Park, San Diego, CA
- Cesar Solis Park, San Diego, CA
- Krause Family Skate Park, San Diego, CA
- Del Sur Neighborhood Park, San Diego, CA
- Children’s Park, San Diego, CA
- Pacific Breezes Community Park, San Diego, CA
- Peñasquitos Creek Park, San Diego, CA
- Ocean Air Community Park, San Diego, CA
- Civita Park, San Diego, CA



**Jeffrey T.  
(JT) Barr**  
**PLA, ASLA**  
**VICE PRESIDENT  
PRINCIPAL IN CHARGE**

**JEFFREY T. (JT) BARR** is a licensed landscape architect with nearly two decades of experience. His professional expertise includes the design and implementation of dynamic urban spaces including parks, streetscapes, plazas, civic spaces, commercial, and mixed-use developments. Mr. Barr is inspired by creating signature spaces informed by an intimate understanding of context; with each project presenting a new opportunity to build community, celebrate culture and create sustainable systems. Mr. Barr provides leadership for projects of varying scales and budgets with an emphasis on developing comprehensive multidisciplinary solutions. His expertise encompasses the design and implementation of spaces that provide sustainable, context-responsive environments.

In addition to his private practice work, Mr. Barr has a passion for engaging the academic community. He received an Auxiliary Faculty Appointment at his alma mater, The Ohio State University, in 2009 and has been a visiting critic for numerous accredited universities.

**PROFESSIONAL LICENSE**

Registered Landscape Architect  
CA 5209 | OH 1501346

**EDUCATION**

Bachelor of Science  
Landscape Architecture  
*The Ohio State University*

**PROFESSIONAL AFFILIATION**

- Member, American Society of Landscape Architects*
- Member, California Parks and Recreation Society*
- Member, Council of Landscape Architectural Registration Boards*
- Member, Building Resource Council Board, BIA San Diego*

**SELECTED EXPERIENCE**

- Nela Luken Park at the Village Center, Roseville, CA
- Joseph “Joey” Lopes Park, West Sacramento, CA
- Washington District Plan for Sustainable Community Development, Sacramento, CA
- Mill Creek Zanja Trail and Greenway Park, Redlands, CA
- San Diego River Trail-Estuary Segment Enhancement Plan, San Diego, CA
- Pacific Highlands Ranch Community Park, San Diego, CA
- Charles Lewis III Memorial Park, San Diego, CA
- Civita Park, San Diego, CA
- De Anza Special Study, San Diego, CA
- Del Sur Neighborhood Park, San Diego, CA
- Horton Plaza, San Diego, CA
- 30th Street Mini Park, San Diego, CA
- Stadium River Park Master Plan, San Diego, CA
- Rancho Peñasquitos Skate Park, Rancho Peñasquitos, CA
- Junipers Park, San Diego, CA
- Riverwalk Park, San Diego, CA
- Solana Beach Coastal Rail Trail, Solana Beach, CA
- Southwest Neighborhood Park, San Diego, CA
- 30th Street Mini-Park, San Diego, CA



**JEFF JUSTUS** has in-depth experience in all aspects of public landscape architectural practices and is a Principal at Schmidt Design Group. Mr. Justus has provided leadership for numerous large-scale landscape projects in the region. The spectrum of his work has included parks and open space, LID projects, streetscapes, slope revegetation, pump stations and many other projects with stormwater-management features. He is a certified landscape irrigation auditor and qualified stormwater preparer/developer in the state of California.

For nearly ten years prior to joining the Schmidt Design Group, Mr. Justus was a civilian staff landscape architect for the Navy Public Works Center in San Diego, California. Mr. Justus acted as the Division Manager in designing and managing industrial sites, slope stabilization and revegetation, recreational facilities, club facilities, hospitals, family housing, streetscapes, and coastal waterfront developments.

**Jeff Justus**  
**PLA, ASLA, QSP/QSD, CPSI**  
**TECHNICAL PRINCIPAL**  
**QUALITY CONTROL**

**PROFESSIONAL LICENSE**

Registered Landscape Architect  
CA 4028

Certified Playground Safety Inspector  
2308-1106

Certified Landscape Irrigation Auditor  
CA 85457

Qualified SWPPP Developer (QSD) / Qualified SWPPP Practitioner (QSP) #24959

**EDUCATION**

Bachelor of Science  
Landscape Architecture  
*California State University,  
San Luis Obispo*

**PROFESSIONAL AFFILIATION**

*Member, Independent Rates Overnight Committee (IROC), San Diego*

*Member, American Society of Landscape Architects*

*Member, California Parks and Recreation Society*

**SELECTED EXPERIENCE**

Park Site W-50C, Roseville, CA

Fiddymont Substation, Roseville, CA

Nela Luken Park at the Village Center, Roseville, CA

Joseph "Joey" Lopes Park, West Sacramento, CA

Washington District Plan for Sustainable Community Development, Sacramento, CA

San Elijo Lagoon Nature Center, Cardiff-by-the-Sea, CA

The Silver Strand, "Nature's Bridge to Discovery", San Diego, CA

Kimball Park Renovation, National City, CA

Paradise Creek Educational Park, National City, CA

Ocean Air Community Park, San Diego, CA

Charles Lewis III Memorial Park, San Diego, CA

Civita Park, San Diego, CA

Pacific Highlands Ranch Community Park, San Diego, CA

Linda Vista Skate Park, San Diego, CA

Camino Ruiz Neighborhood Park, San Diego, CA

Solana Beach Coastal Rail Trail, Solana Beach, CA

University Village Tot Lot, San Diego, CA



**Chris  
Tiffany**  
PLA, ASLA, SITES-AP  
SENIOR PROJECT  
MANAGER

**CHRIS TIFFANY** has more than nine years of in-depth experience in landscape architectural design in southern California. Mr. Tiffany manages public and private projects of various sized from conceptual design through construction administration. He is skilled at creating site specific design solutions that address the local community and environment, as well as logistical and technical factors to maximize performance. Mr. Tiffany strives to design dynamic spaces that elevate site performance at the ecological, social and aesthetic levels to enrich the user experience. He regularly oversees multidisciplinary teams to create comprehensive designs for complex projects and is currently managing the design of a 2.2-mile long Zanja Trail & Greenway Park in Redlands, California.

**PROFESSIONAL LICENSE**

Registered Landscape  
Architect  
CA 6221

**EDUCATION**

Bachelor of Science, Global  
Studies  
*University of California Santa  
Barbara*

Masters of Landscape  
Architecture  
*California State Polytechnic  
University, Pomona*

**PROFESSIONAL  
AFFILIATION**

Member, *American Society  
of Landscape Architects*

**SELECTED EXPERIENCE**

- Park Site W-50C, Roseville, CA
- Nela Luken Park at the Village Center, Roseville, CA
- Zanja Trail & Greenway Park, Redlands, CA
- Civita Park, San Diego, CA
- Torrey Pines North Golf Course Improvements, La Jolla, CA
- Penasquitos Dog Park Canopy, San Diego, CA
- Prospect Park Pedestrian Pathway, Redlands, CA
- Southwest Neighborhood Park, San Diego, CA
- Junipers Park, San Diego, CA
- Watermark Del Mar, Del Mar, CA
- San Diego River Trail Enhancement Plan-Estuary Segment, San Diego, CA
- Green Oak Villas, Vista, CA
- Village Penasquitos, San Diego, CA
- Lennar Homes - Rancho Penasquitos, San Diego, CA
- Ariva Apartments - Phase 4 & 5, San Diego, CA
- Sunroad Centrum Apartments Phase 2, 3, 4, & 5, San Diego, CA
- Laguna Woods City Hall LID Retrofit, Laguna Woods, CA
- Torrey Highland Community ID and Enhancement Project, San Diego, CA
- Glassell LID Project Orange County, Orange, CA

# CITY OF ROSEVILLE

## Appendix - Additional Details

The chart on this page illustrates experience in each of the areas commonly associated with one of our City On-call Landscape Architecture contracts.

| The chart on this page illustrates experience in each of the areas commonly associated with one of our City On-call Landscape Architecture contracts. | SCOPE OF WORK                 |                   |              |                                           |                       |                                |                                     |                                            |                             |                     |                      |                                                    |                                   |                  |                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------|--------------|-------------------------------------------|-----------------------|--------------------------------|-------------------------------------|--------------------------------------------|-----------------------------|---------------------|----------------------|----------------------------------------------------|-----------------------------------|------------------|-----------------------------------|
|                                                                                                                                                       | Landscape architecture design | Irrigation design | Urban design | Pedestrian and bicycle circulation design | Arborist consultation | Landscape/hardscape/irrigation | Construction drawings and technical | Plan processing through local and/or state | Construction cost estimates | Project bid support | Construction support | Meeting attendance, site visits, and presentations | Record maps and as-built drawings | General drafting | Third party landscape plan review |
| Projects                                                                                                                                              |                               |                   |              |                                           |                       |                                |                                     |                                            |                             |                     |                      |                                                    |                                   |                  |                                   |
| Nela Luken Park at the Village Center, Roseville, CA                                                                                                  | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Fiddymment Substation, Roseville, CA                                                                                                                  | X                             | X                 |              |                                           |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Park Site W-50C, Roseville, CA                                                                                                                        | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| The Great Park, Irvine, CA*                                                                                                                           |                               |                   |              |                                           |                       |                                |                                     |                                            |                             |                     |                      |                                                    |                                   |                  | X                                 |
| Joseph “Joey” Lopes Park, West Sacramento, CA                                                                                                         | X                             | X                 | X            | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| County Administration Center Waterfront Park, San Diego, CA                                                                                           | X                             | X                 | X            | X                                         | X                     | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Stylus Park, Chula Vista, CA                                                                                                                          | X                             | X                 | X            | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Charles Lewis III Memorial Park, San Diego, CA                                                                                                        | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Solana Ranch Park, San Diego, CA                                                                                                                      | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Maple Street Pedestrian Plaza, Escondido, CA                                                                                                          | X                             | X                 | X            | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Kimball Park Park Renovation, National City                                                                                                           | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| The Silver Strand, “Nature’s Bridge to Discovery”, San Diego, CA                                                                                      | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| San Elijo Lagoon Nature Center, Cardiff-by-the-Sea, CA                                                                                                | X                             | X                 |              | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |
| Solana Beach Coastal Rail Trail, Solana Beach, CA                                                                                                     | X                             | X                 | X            | X                                         |                       | X                              | X                                   | X                                          | X                           | X                   | X                    | X                                                  | X                                 | X                |                                   |

\*Services performed as sub-consultant



## EXHIBIT “B”

# Plan Review Proposal

## Separate Sealed Envelope



Briercrest Park  
La Mesa, CA



Camino Ruiz Park  
San Diego, CA

Based on the estimated 20 hours per month for plan reviews for development projects for the City of Roseville we estimate the following breakdown. It is difficult to anticipate the exact number of hours required for each plan review given the complexity of projects can range significantly. Based on 20 hours per month we estimate that there will be 16 hours of project manager level review, and four (4) hours of principal level review.

16 Hours Project Manager Review (\$95/hour)= \$1,520

4 Hours Principal Level Review (\$185/hour)= \$740

**Estimated Monthly Total= \$2,260**

Fees will be charged for technical work, consultation, and additional services. Charges will be made for typing, as in the preparation of reports, and for time and costs of printing. No direct charges will be made for normal secretarial service, office management, or general accounting; these items are included in overhead.

### HOURLY RATES

|                                                           |            |
|-----------------------------------------------------------|------------|
| Principal Landscape Architect/President .....             | \$225/hour |
| Principal Landscape Architect .....                       | \$185/hour |
| Senior Associate Landscape Architect .....                | \$155/hour |
| Associate Landscape Architect .....                       | \$140/hour |
| Senior Project Manager/Licensed Landscape Architect ..... | \$120/hour |
| Project Manager .....                                     | \$95/hour  |
| Landscape Designer .....                                  | \$85/hour  |
| Landscape Drafter .....                                   | \$75/hour  |
| Clerical/Typist .....                                     | \$65/hour  |

### REIMBURSABLE EXPENSES

Reimbursable expenses such as reproduction printing, delivery service, soils testing, permits, parking, project specific supplies, etc., will be marked up by 10%.

In-house plotting will be charged per square-foot at the following rates: bond \$2.00 per square-foot, vellum \$3.00 per square-foot, mylar \$4.00 per square-foot, and color \$5.00 per square-foot. In-house color laser prints will be charged at \$.50 for letter size, \$.75 for legal size, and \$1.00 for ledger size.

### SUB-CONSULTANTS

Expenses for consultants employed by Schmidt Design Group, Inc. will be marked up by 15%.

### MILEAGE & TRAVEL

Mileage in the interest of the client will be charged at the current U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates.

Time spent in travel in the interest of the client will be charged at hourly rates. A minimum of one hour will be charged for any site visit. No more than eight (8) hours of travel time will be charged in any one day. Subsistence will be charged when it is necessary for personnel to be away from the office overnight.

RESOLUTION NO. 20-241

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND VERDE DESIGN, INC., AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF  
ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Landscape Architectural Services, by and between the City of Roseville and Verde Design, Inc.,  
has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

### On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and Verde Design, Inc., a California corporation ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-082 for professional services consisting of on-call landscape architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional landscape architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred thousand dollars per year (\$200,000). Total compensation for optional renewal years of this Agreement shall not exceed two hundred thousand dollars per year (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.



4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$4,000,000 aggregate                                                                                   |

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be



considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to

terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Mark Baginski, Principal  
2455 The Alameda  
Santa Clara, CA 95050

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a  
municipal corporation

VERDE DESIGN, INC., a California  
corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY: Mark Baginski  
its: SECRETARY / PRINCIPAL

and

ATTEST:

BY: Nancy M. Green  
its: CHIEF FINANCIAL OFFICER

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

**[SIGNATURES CONTINUED ON NEXT PAGE]**



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”

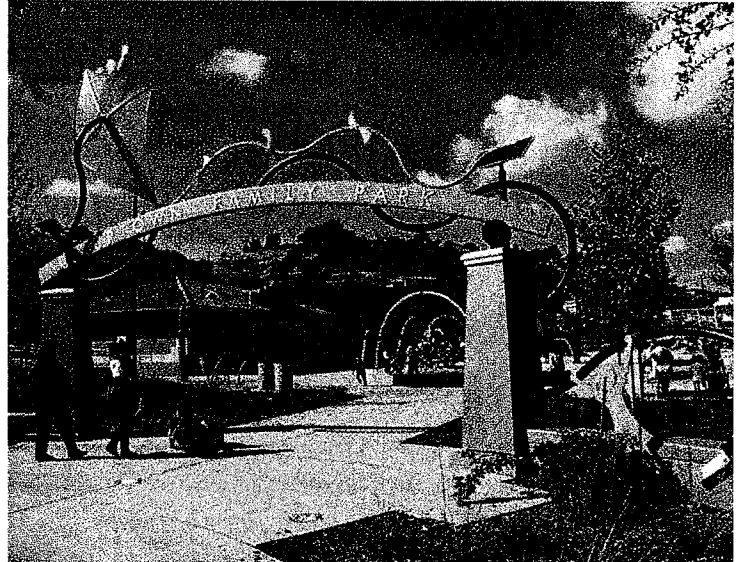
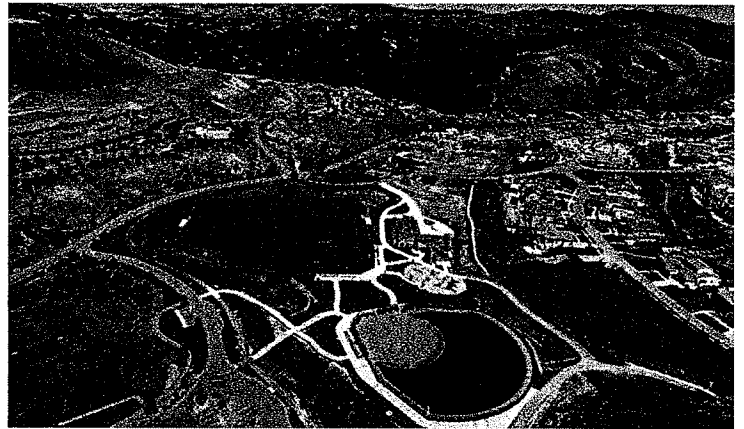


VERDE DESIGN

[www.VerdeDesignInc.com](http://www.VerdeDesignInc.com)

## CITY OF ROSEVILLE

RFP FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES | DATE: APRIL 24, 2020



DESIGNING OUTSTANDING FACILITIES FOR CALIFORNIA'S COMMUNITIES

Primary Contacts: Mark Baginski, RLA, Principal | 279.321.7137 | [mark@verdedesigninc.com](mailto:mark@verdedesigninc.com)

Chris Sullivan, RLA, Project Manager | 916.415.6555 | [chriss@verdedesigninc.com](mailto:chriss@verdedesigninc.com)

1843 Iron Point Road, Suite 140, Folsom, CA 95630 | [www.VerdeDesignInc.com](http://www.VerdeDesignInc.com)

LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • SPORT PLANNING & DESIGN

April 24, 2020

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678



**Subject: Request for Proposal for On-Call Landscape Architectural Services**

Dear Tara and Members of The Evaluation Committee:

Thank you for the opportunity to provide our proposal for Landscape Architectural Services in your City. We are excited to continue working with the City of Roseville, a great community that is known for the quality of its recreational facilities. Verde Design, Inc. is an integrated landscape architecture and civil engineering firm focused on public facility and recreational planning, design, and construction management for cities, counties, and parks and recreations districts. If selected, we will draw upon our team's recent experience working with the City and staff. Additionally, our broad experience, developed working on many city capital improvement projects, such as parks, sports facilities, trails, plazas, amphitheaters, streetscapes, and medians will be brought to bear.

Verde Design offers the following experience to deliver a project that is in line with your goals and values, ensuring that the City will continue to be successful and sustainable for many years.

**A Unique Understanding of Public Projects:** As a specialist in this market, we understand the demands placed on both passive and active public spaces, including streetscapes and medians, parks, creeks, trails, civic, sports parks, and athletic facilities. Our team knows how to balance competing budgetary needs with community desires. As a result, we have developed a reputation for designing beautiful and functional parks and recreational facilities that preserve city history and identity, while promoting health, wellness, learning, and fun.

**A Talented, Licensed Staff:** This project will be led by Chris Sullivan, your project manager, who will manage the project from our Folsom office. The City will benefit from Verde Design's extensive resources, including a staff of 35 (four principals, 10 Landscape Architects, a Professional Irrigation Consultant, a Certified Landscape Irrigation Auditor, three Civil Engineers, LEED AP designers, and a Bay Friendly certified designer). Our Civil Engineers and support staff are experienced in storm water Best Management Practices and will use their expertise to provide options for cost-effective solutions for improving water quality, and compliance with current SWPPP requirements, as necessary.

**Your Partner Throughout the Process:** We will serve as an extension of your team. We know that proactive communication is the key to delivering projects on time and within budget, and our team will remain available and responsive throughout the process, and well after a project is completed. By selecting Verde Design, you are gaining an advocate on your behalf, and a partner committed to your projects' long-term success.

As the Principal-in-Charge on this project, I will be personally involved until your project is successfully completed. Verde Design will perform the services and adhere to the requirements described in this RFP, including Addendum #1, #2, and #3.

Sincerely,

VERDE DESIGN, INC.

A handwritten signature in black ink, appearing to read 'Mark Baginski', is written over the company name.

Mark Baginski, RLA, Principal  
279.321.7137 | mark@verdedesigninc.com

# SIGNATURE REQUIREMENTS



VERDE DESIGN

## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Verde Design

NAME OF BUSINESS

SIGNATURE

Mark Boganski, Principal

NAME & TITLE, TYPED OR PRINTED

2455 The Alameda, Santa Clara, CA 95050

MAILING ADDRESS

408.850.3411

TELEPHONE NUMBER

mark@verdedesigninc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

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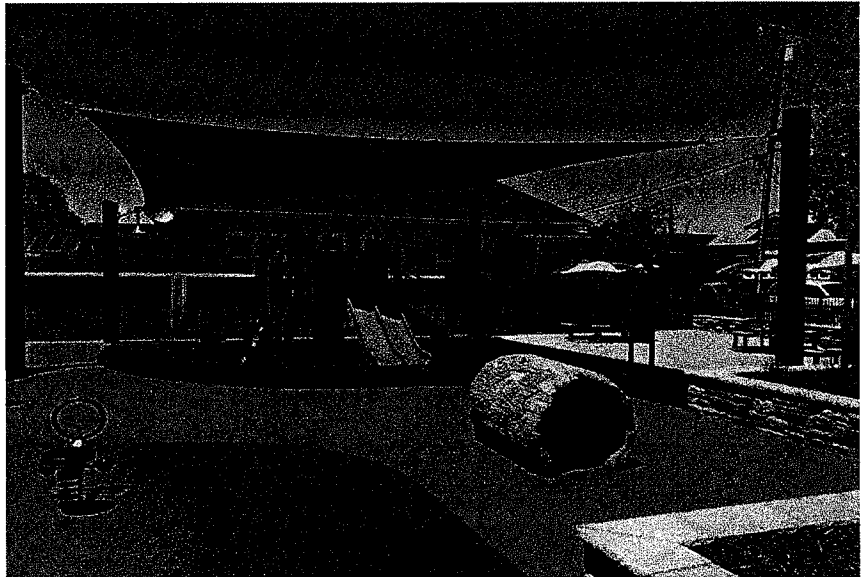
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COVER LETTER

SIGNATURE REQUIREMENTS

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TAMIEN PARK | SAN JOSE

# A. FIRM'S QUALIFICATIONS



## FIRM DESCRIPTION

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award-winning and sustainable community-focused spaces. We provide our clients with comprehensive planning, community outreach, master planning, design, and engineering services. Our mission is to provide excellence in design and outstanding service to our clients. We are passionate about parks, playgrounds, recreation space, athletic facilities, student plazas, and sports stadiums, and are committed to creating enduring facilities that serve local communities and schools. Our Principals are actively involved in projects, and our clients' satisfaction is their top priority. Verde Design serves California communities from offices in Santa Clara, Folsom, Santa Rosa, and Riverside.

## FIRM QUALIFICATIONS

For every project we undertake, we develop an in-depth understanding of our clients' requirements as well as the challenges they face. We focus the talents and knowledge of our staff to provide our clients with completed facilities they can be proud of — and that our experience has shown will work.

Verde Design has accepted the challenge of designing for the future. We create spaces that achieve the goals of our clients while using available resources in a sustainable manner.

The members of our talented staff are recognized as experts in landscape architecture, parks, and athletic facility design and construction. Because Verde Design's senior staff have worked together for many years, they have developed a rapport that allows them to seamlessly manage projects from feasibility studies, conceptual designs, and construction documents through construction management and project completion. Our quality control procedures have enabled us to meet or beat project schedules and remain well within the established project budgets.

## OUR SERVICES & PROJECT TYPES

- Landscape Architecture
- Civil Engineering
- Facility Assessments
- Feasibility Studies
- Master Planning
- Schematic Design
- 3D Modeling
- Community Facilitation & Outreach
- Construction Documentation
- Irrigation Design & Audits
- Cost Estimating
- Maintenance Planning
- Open Play & Picnic Areas
- Trail Design
- New and Replacement Playgrounds
- Amphitheaters
- Tennis Facilities & Hard Courts
- Plazas & Entry Elements
- Stormwater Facilities
- Support Facilities
- Infrastructure Upgrades
- Buildings for Restrooms, Concessions, Maintenance, & Storage
- Streetscape Design

## SUBCONSULTANTS

As Prime Consultant, we rely on a talented pool of consultants to address all aspects of the design when needed. We are capable of providing a local subconsultant team that have experience with the client and will contribute their specialized expertise for a successful design solution.

- Electrical Engineering: Harry A. Yee & Associates
- Structural Engineering: AKH Structural Engineers
- Surveyor: Kier + Wright
- Geotechnical: Wallace-Kuhl & Associates

## STAFFING LEVELS

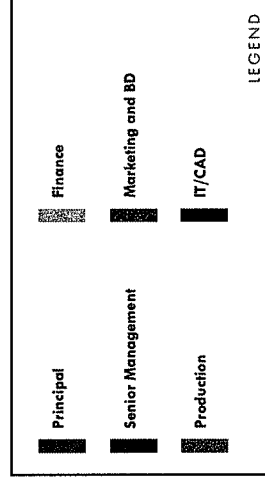
In the past five years, we have doubled from two offices to four, and expanded our staff, growing from 28 to 33 employees.

*Please see the following page for our firm organizational chart.*

## A. FIRM'S QUALIFICATIONS



|                                                                                                         |                                                                   |                                                             |                                                          |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|
| <b>Derek McKee, RLA</b><br>Principal                                                                    | <b>Devin Conway, PE, QSD/QSP</b><br>Principal/Sr. Civil Engineer  | <b>Mark Baginski, RLA, LEED AP</b><br>Principal             | <b>Nance Cronin</b><br>Principal/Chief Financial Officer |
| <b>Corbin Schneider, RLA, CLIA, PIC, WSP</b><br>Sr. Associate/Sr. Project Manager/Irrigation Consultant | <b>Bill Drulias, RLA</b><br>Associate/Director of Design          | <b>Chris Giannini, RLA</b><br>Associate/Sr. Project Manager | <b>Sandy Montgomery</b><br>Finance Administrator         |
| <b>Courtney Rousseau, PE</b><br>Associate/Project Manager III                                           | <b>Jamie Wallis, PE, QSD/QSP</b><br>Associate/Project Manager III | <b>Rich Parker</b><br>Associate/IT Manager                  | <b>Jerry Jiang</b><br>CAD Manager                        |
| <b>Chris Sullivan, RLA</b><br>Associate/Project Manager III                                             | <b>Heather Mazzanti</b><br>Project Designer                       | <b>Alex Castellon</b><br>Job Captain                        | <b>Ron Edwards</b><br>Business Development               |
| <b>Mike DeLong, RLA</b><br>Project Manager II                                                           | <b>Ashleigh Calimeri</b><br>Project Designer                      | <b>Daniel Correia</b><br>Job Captain                        | <b>Stephanie Boyle</b><br>Marketing Coordinator          |
| <b>Pat Healy, RLA</b><br>Project Manager II                                                             | <b>Raje Kulkarni</b><br>Project Designer                          | <b>Mike Kuntz</b><br>Job Captain                            | <b>Kyle Cronin</b><br>Marketing Coordinator              |
| <b>Wes Downing, RLA</b><br>Project Manager I                                                            | <b>Gian Huang</b><br>Project Designer                             | <b>Amy LaTonne</b><br>Job Captain                           |                                                          |
|                                                                                                         | <b>Bill Hallam</b><br>Project Designer                            | <b>Dan Liao</b><br>Job Captain                              |                                                          |
|                                                                                                         | <b>Nick Tuttle</b><br>Project Designer                            | <b>Josh Bayan</b><br>Draftsperson II                        |                                                          |
|                                                                                                         | <b>Li Wang</b><br>Project Designer                                | <b>Kasia Longsavath</b><br>Draftsperson II                  |                                                          |



## B. EXPERIENCE AND REFERENCES

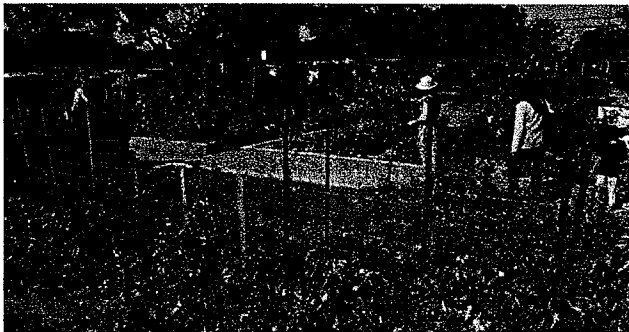


### FIRM'S EXPERIENCE

In the past 10 years, Verde Design has partnered with more than 80 public agencies to transform cities and counties, many through on-call services projects. Our specialized expertise means that the City of Roseville will receive quality project management, preliminary design, design development, bid documents, bidding support, and construction support services from a team of design professionals and engineers that understand the unique constraints of local systems.

When we partner with cities, our team takes time to learn their goals, preferences, priorities, and values so we can work together to be successful. This begins with a strong team that can utilize Verde Design's portfolio of similar work and the adoption of our simple, but clear approach to projects.

Every project is guided by our core beliefs in environmental stewardship, social responsibility, and outstanding client service. Whether that means facilitating design charrettes, assisting with approval processes, or providing options that balance program, budget, and sustainability goals, *we have the tools to deliver projects that you can be proud of.*



The Guadalupe Park Community Gardens were the first public gardens in the U.S. designed to use recycled water.



### SIMILAR SERVICES

For your project, we will draw upon the experience and lessons learned from similar projects completed in the past five years listed in the following pages, and from partnering with other city clients, which we have listed below. Each project highlights Verde Design's capabilities relevant to the scope of work listed in your RFP.

- City of Alameda
- City of Burlingame
- City of Concord
- City of Daly City
- City of Fort Bragg
- City of Foster City
- City of Fremont
- City of Menlo Park
- City of Milpitas
- City of Modesto
- City of Morgan Hill
- City of Morro Bay
- City of Mountain View
- City of Oakland
- City of Palo Alto
- City of Paso Robles
- City of Redwood City
- City of San Bruno
- City of San Francisco
- City of San Jose
- City of San Leandro
- City of San Mateo
- City of San Ramon
- City of Santa Clara
- City of Santa Cruz
- City of Tracy
- City of Walnut Creek
- Town of Atherton
- Town of Danville
- Town of Mammoth Lakes
- Town of Woodside

## B. EXPERIENCE AND REFERENCES



### Pistachio Park | Roseville

Verde Design provided master plan through construction documentation services for Pistachio Park, a community park with sport fields and play areas. Verde Design also provided limited construction administration for Pistachio Park in Roseville.

The Pistachio Park master plan envisions a 22 acre park at full build out that includes a dedicated lighted baseball field and two lighted softball fields that can be used as a multi-use field for soccer. The ball fields are part of a joint use arrangement with the adjacent high school. The park would include lighted tennis courts, lighted pickleball courts, concession/restroom building, play area, shade structure, and a maintenance yard.

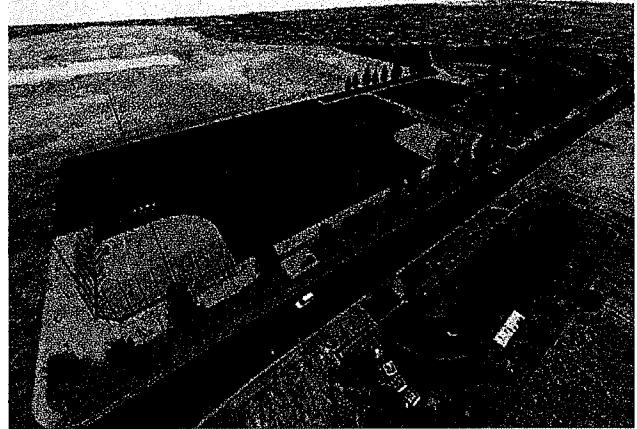
The first phase of work included site demolition, clear, grub, and rough grading of the entire site. Improvements included in this phase are two lighted junior varsity softball fields, one lighted junior varsity baseball field, and lighted parking lot. The project also includes park site infrastructure and amenities including new hardscape, fencing, landscape, drinking fountains, site utilities, and underground utility infrastructure.

#### Phase 1 Program:

- Overall park master Pplan
- One dedicated Baseball Field
- Two lighted softball fields
- Bike Trail
- Concrete walkways & plaza
- Site furnishings

**Services:** Master planning conceptual design, construction documents, and minimal construction administration services

**REFERENCE:** City of Roseville  
Tara Gee  
316 Vernon Street  
Roseville CA 95678  
916.774.5220 | [tgee@roseville.ca.us](mailto:tgee@roseville.ca.us)



**Phase 1 Construction Cost:** \$6.2 million

**Size:** 22 acres

**Schedule:** Est. Completion Summer 2020



## B. EXPERIENCE AND REFERENCES



### Pocket Parks | Roseville

Verde Design developed the master plans, construction documents and provided construction administration services for pocket parks in the Roseville. Pocket parks, are small parks, accessible to the general public. The sites all include open green space and drought tolerant planting.

**F-94 PARK:** A 1.25 acre park that includes a children's play area, shaded seating, and a picnic zone with a kids scooter pathway that circles and passes through. The other amenities include a tire swing, perimeter walkways, and additional site furnishings such as bike racks, drinking fountains, benches, picnic tables, and security lighting.

**F-101 PARK:** A small 0.96 acre site centered around two bocce courts, each with seating and tables beneath shade canopies. This area is surrounded by open green space.

**JIM GRAY PARK:** A 1.32 acre site that includes a children's play area with adjacent shaded seating/picnic area, half-court basketball, pedestrian circulation, and various site furnishings.

**BEV BOS PARK:** A 1.5-acre pocket park in West Roseville, which features two large open turf areas with drought tolerant planters throughout. The park also includes two play areas. The first is comprised of a standalone swing set while the second contains a dynamic climbing structure which supports sliding features. Community members are able to use the 20' x 20' steel shade structure located in between the play areas.

**Services:** Master planning, conceptual design, construction documents, and construction administration services

**REFERENCE:** Taylor Builders  
Steve Hicks, Vice President of Development  
3500 Douglas Blvd, Ste 210  
Roseville, CA 95661  
916.240.2752 | [steve@taylor-builders.com](mailto:steve@taylor-builders.com)

**Construction Cost:** Est. \$1.2 million for all four parks

**Size:** 5 acres

**Schedule:** Design in progress



## B. EXPERIENCE AND REFERENCES



### Phoenix Park | Fair Oaks

Phoenix Park is a 6.7 acres park that includes two U14 dedicated girl softball fields, a children's play area, restroom, and perimeter concrete pathways. The project also includes multiple parking lots, a roundabout to help traffic circulation, new landscape, and irrigation. The park will also have improvements such as portable bleachers, site furnishings and drinking fountains.

Verde Design is developing the masterplan, which will lead into construction documentation and construction administration for Phoenix Park in Fair Oaks.

#### Program:

- Two (2) U14 dedicated softball fields
- Portable bleachers
- Children's play area
- Restroom
- Concrete walkways
- Site furnishings
- Parking lot with roundabout

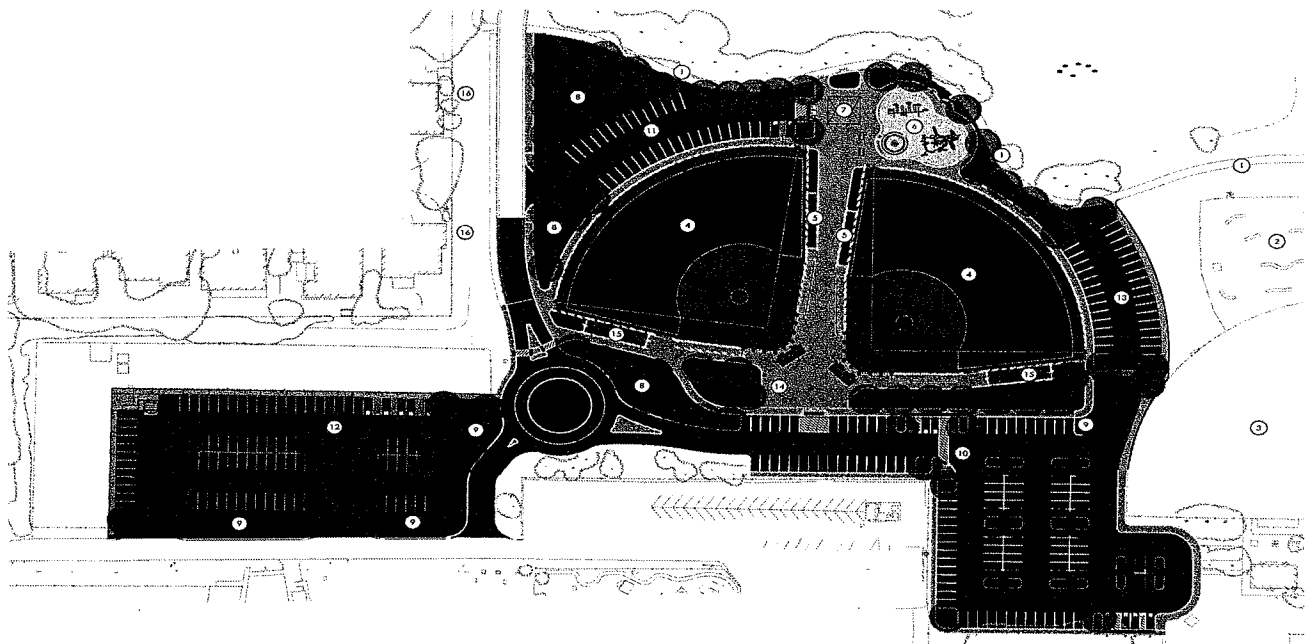
**Services:** Master planning, conceptual design, construction documents, and construction administration services

**REFERENCE:** Fair Oaks Recreation and Park District  
Mike Aho  
4150 Temescal Street  
Fair Oaks, CA 95628  
916.996.1036 | maho@forpd.org

**Construction Cost:** N/A

**Size:** 6.7 acres

**Schedule:** Design in progress



## B. EXPERIENCE AND REFERENCES



VERDE DESIGN

### Swallow Way Park | Fair Oaks

Verde Design is currently developing the master plan, which will lead into construction documentation and construction administration for Swallow Way Park in Fair Oaks.

Swallow Way Park is a 0.6 acre park that includes a children's play area with synthetic turf surfacing, solar power lights, and pathways around the park. The improvements also include site furnishings, drinking fountains and an accessible ramp. The park will also have butterfly gardens and native wild flower gardens for visitors to enjoy.

**Program:**

- Play area
- Concrete & DG walkways
- Site furnishings

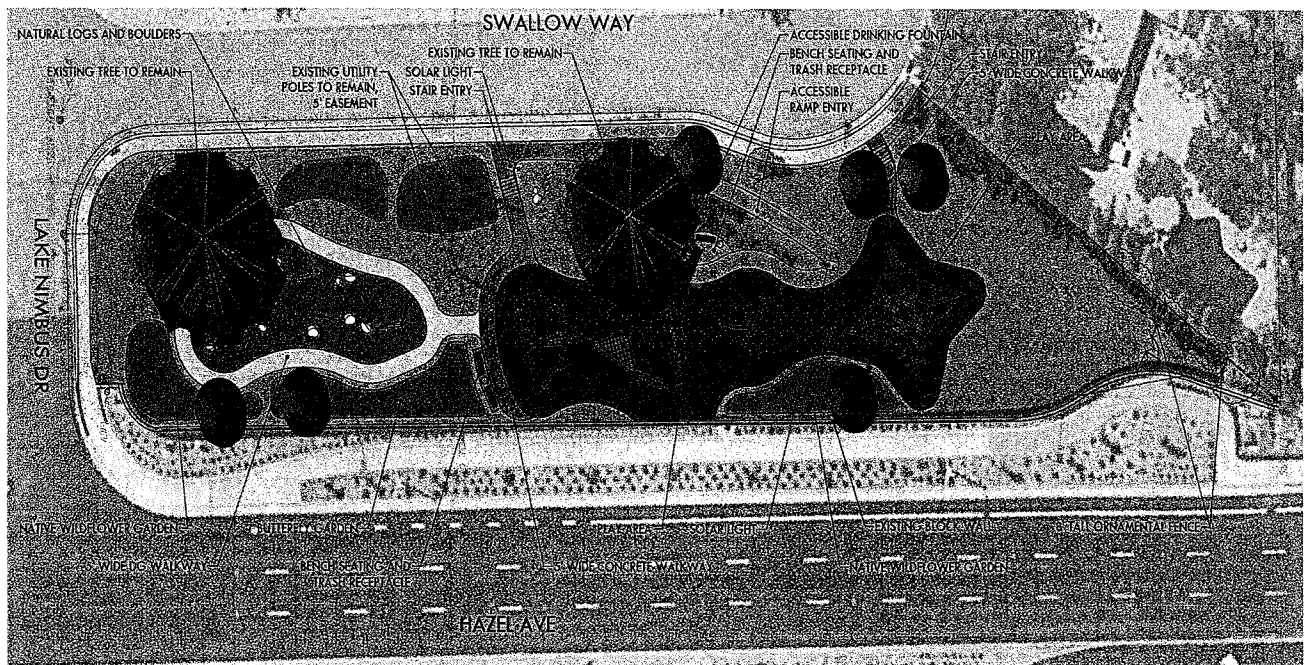
**Services:** Master Planning, conceptual design, construction documents, and construction administration services

**REFERENCE:** Fair Oaks Recreation and Park District  
Mike Aho  
4150 Temescal Street  
Fair Oaks, CA 95628  
916.996.1036 | maho@forpd.org

**Construction Cost:** N/A

**Size:** 0.6 acres

**Schedule:** Design in progress



## B. EXPERIENCE AND REFERENCES



### Army Depot Park | Sacramento

Education Realty Trust (EdR), recently acquired by Greystar, a leading developer of campus housing selected Verde Design to develop two adult baseball fields at Army Depot Park, at the intersection of Okinawa and Morton St. to replace to existing fields being displaced by new Sacramento State student housing.

Verde Design was responsible for the overall design, construction documentation, and construction administration of two natural turf, college level baseball fields. The fields include CMU dugouts with roof structure, 30' tall backstops, perimeter fencing, foul poles, bleacher seating, and relocated scoreboards. The facility also includes bullpens, batting cage, new irrigation, and flagpoles.

Support elements like a new modular restroom, concession, meeting room building, maintenance garage, parking, and storm water lift station were also included. Upon completion of construction and acceptance by the City of Sacramento Parks and Recreation department the fields became part of the City park system.

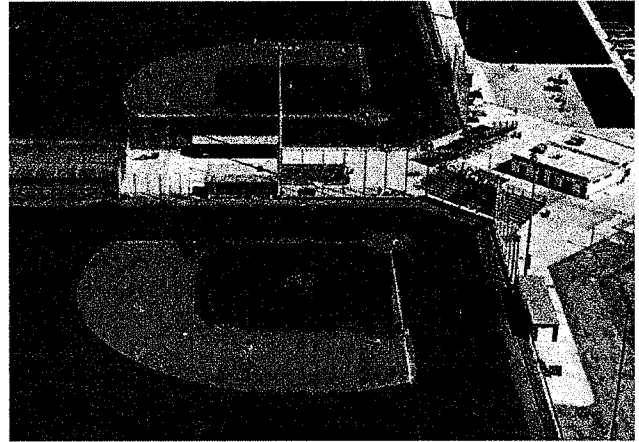
#### Program:

- Natural turf baseball fields
- Bleachers
- Fencing
- Sport field lighting
- Concession/Restroom building
- Maintenance building

**Services:** Site design, construction documents, construction administration services, and City permitting.

**REFERENCE:** Greystar *\*previously EdR*  
Justin Smith, Director, Construction  
450 Sansome St. Suite 500  
San Francisco, CA 94111  
901.259.2571 | justin.smith2@greystar.com

**Construction Cost:** \$8.9 million



**Size:** 12.4 acres

**Schedule:** Completed July 2019

## B. EXPERIENCE AND REFERENCES



### Elliot Homes Streetscapes | Galt

Elliot Homes, owners of the new River Oaks and Simmerhorn Ranch developments in Galt, contacted Verde Design to help design a streetscape and irrigation plan. The goals of the design were to make the development entries more visible and improve the usability of the grounds for future tenants. The project includes perimeter landscape and irrigation street improvements.

**REFERENCE:** Elliott Homes  
Price Walker  
340 Palladio,  
Folsom, CA 95630  
916.600.8427 | p.walker@elliotthomes.com

**Size:** 0.4 acres

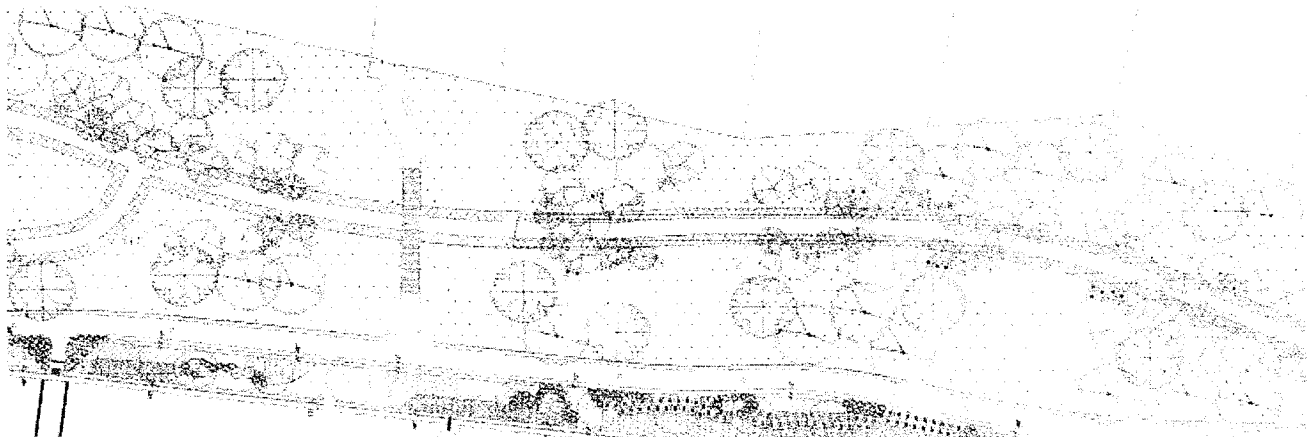
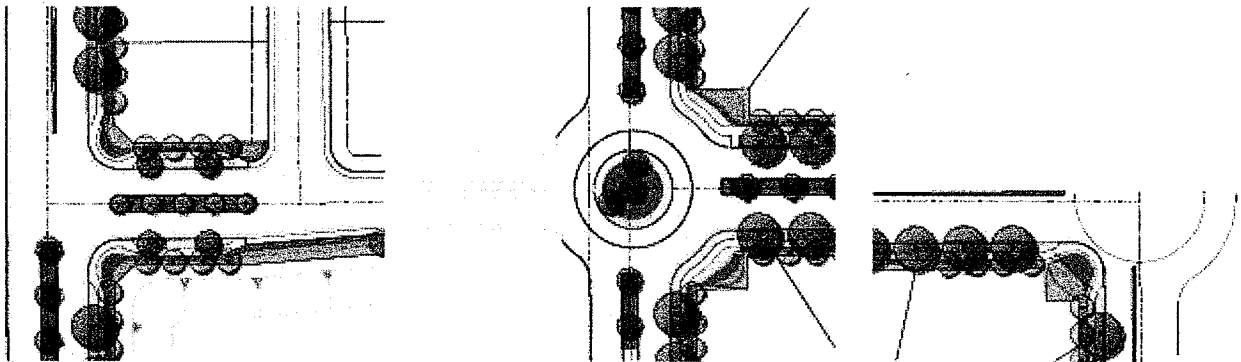
**Program:**

- Streetscape master plan
- Perimeter landscape improvements
- Irrigation

**Construction Cost:** N/A

**Schedule:** Completed 2020

**Services:** Master planning, construction documents, and construction administration services





## B. EXPERIENCE AND REFERENCES



### Three Downtown Parks | Morgan Hill

Verde Design was selected to provide the planning and design for three of the City of Morgan Hill's newest park sites. Each park is unique in its environmental surroundings, topography, and proposed uses.

The new parks provide the Morgan Hill community with three new recreational areas in which to enjoy, not only creative play experiences, but also two natural parks in the riparian and Oak woodlands.

**RAILROAD PARK** - The new entrance features reinforce the Train Depot theme with fun and exciting play structures for all ages and abilities, artwork among a colorful and textural landscape, as well as many observation areas, lighting, security cameras, and a self-cleaning restroom building.

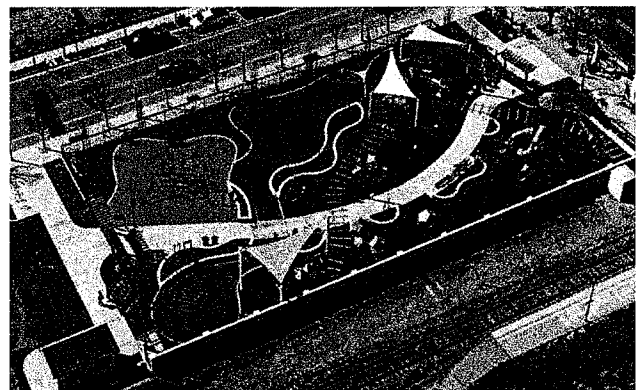
**THIRD STREET CREEK PARK** - The park design included revegetation of the natural grassland areas, and the creek riparian corridor. It is a quiet park that provides picnicking, playing on climbing boulders, and strolling, and sitting along Llagas Creek. Along the paths you will find environmental information signs and inviting pictures.

Access to the park is made possible by the redevelopment of two streets, the installation of parking, lighting, security cameras, new vehicular circulation, and a repurposed pedestrian bridge.

**NOB HILL TRAIL PARK** - This park takes advantage of select views of Morgan Hill, and the valley beyond with vista areas and informational maps and pictures. It offers picnic areas, exercise stations, hiking trails, and two long and steep slides that offer excitement to the brave.

**Services:** Community outreach, site planning, environmental assessment, design, construction documents, and administrative services

**REFERENCE:** City of Morgan Hill  
Chris Ghione, Community Services Director  
17575 Peak Avenue  
Morgan Hill, CA 95037  
408.782.9154  
chris.ghione@morganhill.ca.gov



**Construction Cost:** \$4.5 million for all three parks

**Size:** Railroad Park - 0.67 acres  
Third Street Creek Park - 1.5 acres  
Nob Hill Trail Park - 1.8 acres

**Schedule:** Completed December 2017

## B. EXPERIENCE AND REFERENCES



### Beach Chalet Fields | San Francisco

Verde Design was selected by the City Fields Foundation and the City and County of San Francisco to plan, design, and then renovate Beach Chalet Fields in San Francisco's Golden Gate Park. Working within the footprint of the existing facility, we developed a solution addressing a number of issues, the first of which was to design four synthetic turf fields to meet the high demand for sports fields and help achieve the City's sustainability goals.

Second, egress and safety were key, as the surrounding forest of trees served as the west end wind break, but was known to be an area of illicit activities. Verde Design carefully worked with City staff and arborists to create openings for pedestrian and bicycle access, and improve sight lines into the park, while enhancing the forest.

The design, which includes lighting and parking lot updates, improves safety and achieves greater connectivity to the park and the surrounding streets.

#### Program:

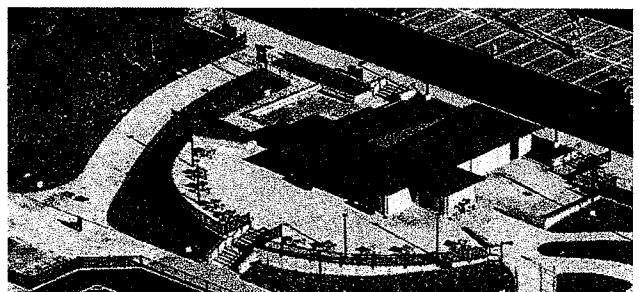
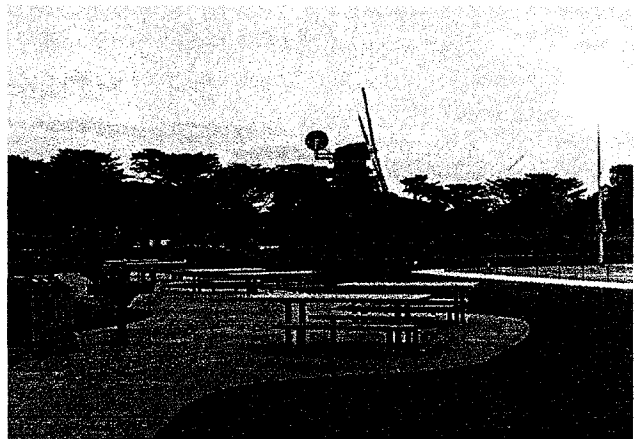
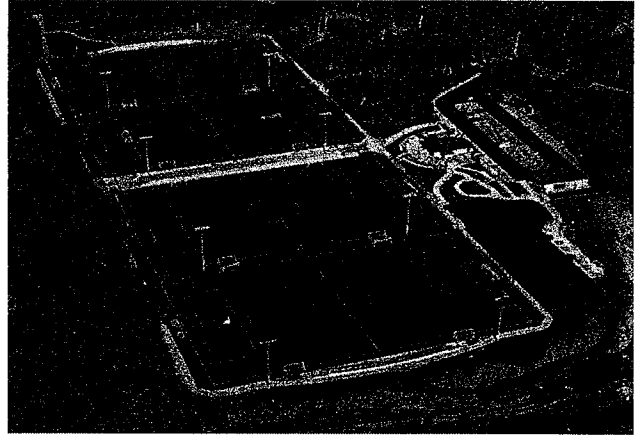
- Four lighted synthetic turf soccer fields with fencing
- Expanded parking lot with permeable paving and improved passenger drop-off
- Restroom expansion and upgrades
- New seating terrace with adjacent playground, BBQ, and picnic seating
- Landscaping with native plant materials
- Infrastructure improvements
- Perimeter walkway connecting to trails and dog areas

**Services:** Conceptual design, construction documents, and construction administration services

**REFERENCE:** City and County of San Francisco  
Dan Mauer, Rec & Parks, Project Manager  
30 Van Ness, 5<sup>th</sup> Floor  
San Francisco, CA 94102  
415.581.2542 | dan.mauer@sfgov.org

**Construction Cost:** \$10.6 million

**Size:** 8.5 acres



#### PROJECT AWARD

California Parks and Recreation Society, 2015  
Award of Excellence

**Schedule:** Completed December 2015

## B. EXPERIENCE AND REFERENCES



### Fair Oaks Park | Sunnyvale

Verde Design was selected by the City of Sunnyvale for the renovation of Fair Oaks Park, a 15-acre community park located in Northern Sunnyvale, originally built in 1969.

The design includes the replacement of the existing athletic field turf with synthetic turf for its baseball, soccer, and multi-use fields. This would be the City's first park with synthetic turf, which would reduce annual water usage and significantly increase play time during high rainfall seasons.

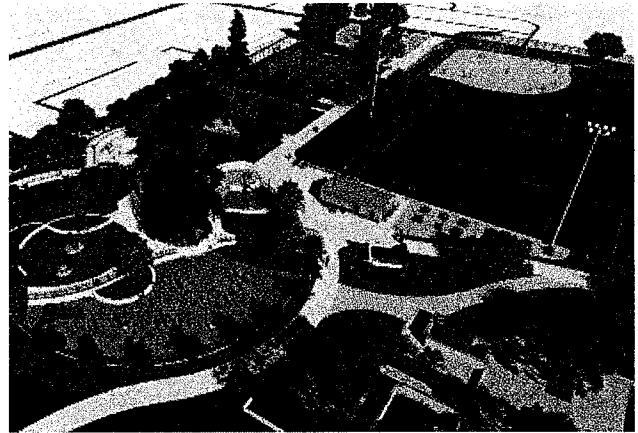
In addition to the fields, the Verde team is working with the Magical Bridge Foundation and City staff for an all-inclusive playground to be incorporated within the park design. The project also includes hardcourt improvements, expanded picnic areas, and circulation and infrastructure improvements.

#### Program:

- Replacement of natural turf field with synthetic turf baseball, soccer, and multi-use fields
- Renovation of picnic and park amenities
- Universally accessible play areas for children of a wide range of abilities and ages with custom playhouse
- Reconstruction of hardcourts
- Maintenance building renovation
- Upgrade to existing lighting
- Dog park with synthetic turf/decomposed granite surfacing

**Services:** Community facilitation, site design, construction documents, and construction administrative services

**REFERENCE:** City of Sunnyvale  
Nate Scribner, PE  
650 West Olive Avenue  
Sunnyvale, CA 94086  
408.730.2783  
nscribner@sunnyvale.ca.gov



**Size:** 15 acres

**Cost:** \$16.5 estimated

**Schedule:** Currently bidding

## B. EXPERIENCE AND REFERENCES



### David Cutino Park | Seaside

David Cutino Park is one of the most heavily-used, multi-purpose parks in the City of Seaside, which serves more than 30,000 residents. Maintenance and renovation projects for the park were not aligned with its use, therefore many facilities were in need of upgrades.

In March 2016, an assessment of the park was conducted by Disability Access Consultants (DAC) on behalf of the City to identify ADA access barriers at the park and this resulted in a received grant for ADA upgrades. Following this, the City hired Verde Design to develop a master plan to solicit community and park stakeholders' input, and design the upgrades and planned improvements for the park.

The field was renovated and converted to synthetic turf with new fencing, backstop, and access upgrades. Children and adults use the fields for both practice and games, regardless of the weather.

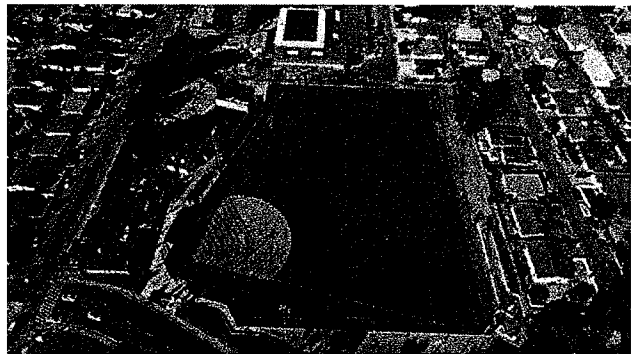
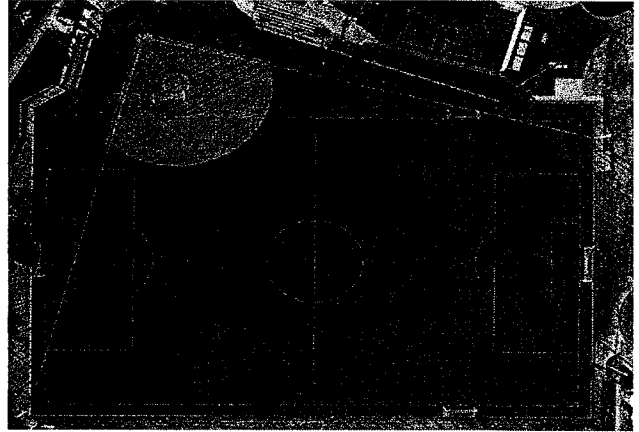
A skate park was included in the design, with 6,500 square feet of skate space. To envision the skate elements, we met with local skaters to gather input and ideas, which were integrated.

The Seaside community also benefits from park's newly renovated restroom building and concessions building, both with ADA and code upgrades.

#### Program:

- Renovated and converted field to synthetic turf with sports fencing, backstop, and access upgrades
- 6,500 square foot skate park
- Designed new play area and teen area
- Parking lot and ADA compliance upgrades
- Spaces for picnicking/spectating/ general recreation

**Services:** Master planning, conceptual design, cost estimating, survey, geotechnical, existing utility mapping, and site analysis of the existing conditions, meeting facilitation, and construction documents



**REFERENCE:** City of Seaside  
Rick Riedl, PE, City Engineer  
440 Harcourt Avenue  
Seaside, CA 93955  
831.899.6884 | rriedl@ci.seaside.ca.us

**Construction Cost:** \$3.4 million

**Size:** 6.62 acres

**Schedule:** Completed August 2019

## C. QUALIFICATIONS OF TEAM



### VERDE DESIGN TEAM

**MARK BAGINSKI, RLA CA 4089**  
**PRINCIPAL IN CHARGE**  
**12 YEARS WITH FIRM**

*Santa Clara Office*

Mark will be your advocate to keep any project on target to meet your goals. He will be responsible for project scoping, contract administration and establishing the project schedule.

During the startup phase, he will work with the team to attain input from your staff and various agencies involved, develop the project program, respond to development issues, oversee design development, and staff coordination. As the design development proceeds, he will review all aspects of the project with Chris to confirm that all goals are met.

**CHRIS SULLIVAN, RLA CA 5452**  
**ASSOCIATE/PROJECT MANAGER III**  
**NINE YEARS WITH FIRM**

*Folsom Office*

Chris will manage the day-to-day aspects of any project, coordinate the work of the subconsultants, and maintain the project schedule and budget. He will provide project analysis, design, planning and Quality Control review. Working closely with Mark, he will be responsible for project management and will attend every meeting from the beginning to the end of your project.

**CORBIN SCHNEIDER, RLA CA 2454, CLIA,**  
**PIC, WSP**  
**SENIOR ASSOCIATE/IRRIGATION**  
**CONSULTANT**  
**13 YEARS WITH FIRM**

*Santa Clara Office*

As a Professional Irrigation Consultant and Certified Landscape Irrigation Auditor, Corbin will provide irrigation system design when necessary. He will assist in developing strategies to increase water savings and provide options for a system that complies with California's Water Efficient Landscape Ordinance (AB 1881).

**JAMIE WALLIS, PE CA 88612,**  
**ASSOCIATE/CIVIL ENGINEER**  
**FIVE YEARS WITH FIRM**

*Santa Clara Office*

Jamie will oversee and lead any civil engineering needs for utility, review, and coordination. She will assist in assessing any existing utility systems and developing an appropriate strategy for project interfacing.

**HEATHER MAZZANTI**  
**PROJECT DESIGNER**  
**SEVEN YEARS WITH FIRM**

*Folsom Office*

Heather will provide support to the team with graphics and production of construction documents. She will work with our other proposed staff members in developing the construction documents and estimates. She will also work with them on the systems design for demolition, grading, drainage, irrigation and planting.

**AMY LATOMME**  
**JOB CAPTAIN**  
**TWO YEARS WITH FIRM**

*Folsom Office*

Amy will be responsible for design, drafting, and team coordination to help create the best possible product. In this role, she will collaborate with Chris, beginning with design development through the construction services. Amy will manage the construction documentation packaging and files, and she will also be responsible for all estimating. She will be at project meetings and be involved from the beginning to the end of any project.



## C. QUALIFICATIONS OF TEAM



VERDE DESIGN

### SUBCONSULTANT TEAM

#### AKH STRUCTURAL ENGINEERS, INC. (AKH): STRUCTURAL ENGINEER

*San Jose, CA*

AKH has been practicing architectural/structural engineering in the SF Bay Area since the firm was founded in 1970. They specialize in building design, including recreational and municipal facilities. They have also provided numerous evaluations for existing buildings. Along with this design and analysis work, AKH has always been active as a plan check consultant to many local governmental jurisdictions.

#### HARRY A. YEE & ASSOCIATES, INC.: ELECTRICAL ENGINEER

*Sacramento, CA*

Harry A. Yee & Associates Inc. provides electrical engineering services for schools, hospitals, commercial, industrial, recreational and institutional facilities. They are currently certified by the California Department of General Services as a Small Business Enterprise and by the Northern California Minority Supplier Development Council as a Minority Business Enterprise.

#### KIER & WRIGHT: SURVEYOR

*Sacramento, CA*

Kier & Wright is a unique company in the civil engineering and land surveying profession. They are a medium size firm of 178 staff members that is managed directly by eight working principals. Kier & Wright Civil Engineers & Surveyors has been committed to providing both public and private sector clients with high-quality, cost-effective, efficient civil engineering and land surveying services since 1972. They are a California corporation with offices located in Livermore, Santa Clara, Ventura, Sacramento, and Manteca.

#### WALLACE KUHL & ASSOCIATES: GEOTECHNICAL ENGINEERS

*West Sacramento, CA*

Wallace-Kuhl & Associates (WKA) is a well-respected professional services firm that performs geotechnical and geologic engineering, environmental and ecological services, construction testing and inspection. The company, founded in 1984, currently employs a staff of 75 persons including engineers, geologists, environmental scientists, technicians, and support personnel. WKA has offices located in West Sacramento and Stockton, California.

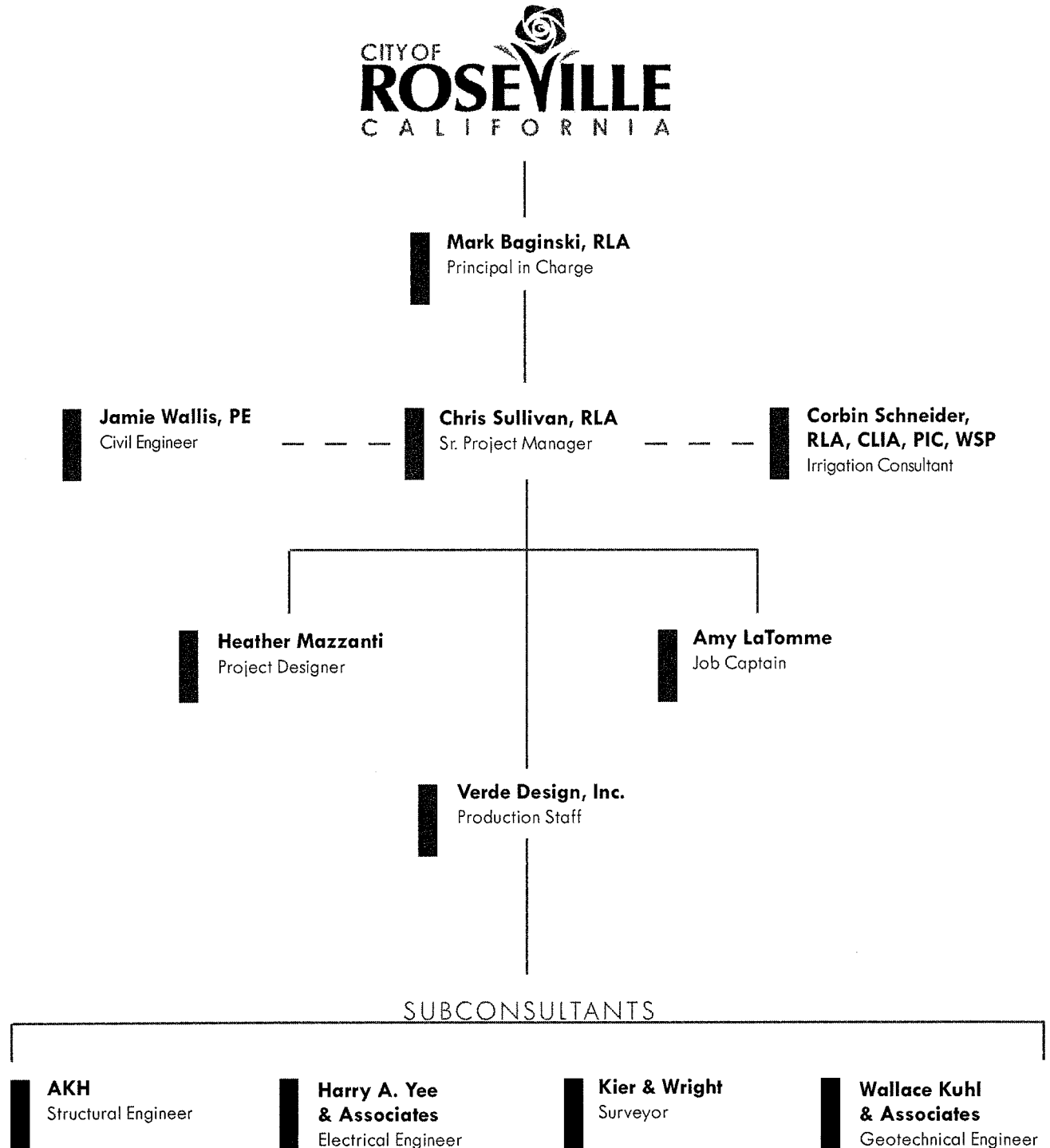
*Please see full resumes in the Appendix.*

### RESPONSE TO COVID - 19

Verde Design invested in creating a remote capable workforce a few years ago. Little did we know how important this investment would be until recent days. Virtually all production staff have not missed a single-day of productivity while transitioning into the shelter-in-place mode we currently face. In fact, we have remained fully staffed and functioning. A few of the things we have still accomplished in the past few weeks:

- Submitted plans for agency review for city project
- Working on plan sets at a variety of levels for projects such as middle schools, high schools, and parks
- Conducted 20 Bluebeam Plan set reviews
- Successfully bid 6 projects to date, including a large \$16 million park hitting the streets as you read this
- Developed conceptual costs for development of a phased sand volleyball tournament facility for Morgan Hill that would develop 20 courts
- On-going construction meetings throughout the Bay Area

## C. QUALIFICATIONS OF TEAM



## D. METHODOLOGY



### OVERVIEW

#### METHODOLOGY SUMMARY

Verde Design's approach to design is straightforward and has been proven successful on more than 100 recreation projects for 80+ public agencies. We listen to your needs, learn your standards, apply a careful and considered approach to design and take pride in creating projects that are not only beautiful and functional, but will withstand sustained use for years to come.

In the following pages, we outline how the Verde Design team will accomplish the scope listed in the RFP and summarize our approach to on-call services.

#### OUR UNDERSTANDING OF THE CITY OF ROSEVILLE

We have established a foundation of knowledge for your projects through an early review of your Public Works Design and Construction Standards, as well as your Parks Construction Standards. This knowledge has been enhanced through our work directly with the City of Roseville (City) on Pistachio Park and indirectly on Bev Bos, F-94, F-101 and Jim Gray Parks. If selected, we will continue to build upon this knowledge and ensure that your standards and procedures are rigorously met and maintained.

#### ON-CALL SERVICES APPROACH

##### PROJECT PHILOSOPHY

Verde Design believes that the key to envisioning and developing projects begins with a simple, but clear, approach - Investigate, Listen, Understand, and Recommend.

**Investigate:** The first step to the success of a project begins with solid investigation. When available, we will review existing documents, plans, and surveys, but more importantly, we will conduct a site visit with City staff to understand and analyze the existing conditions. This will ensure that we fully understand the project's parameters, constraints, and existing site conditions.

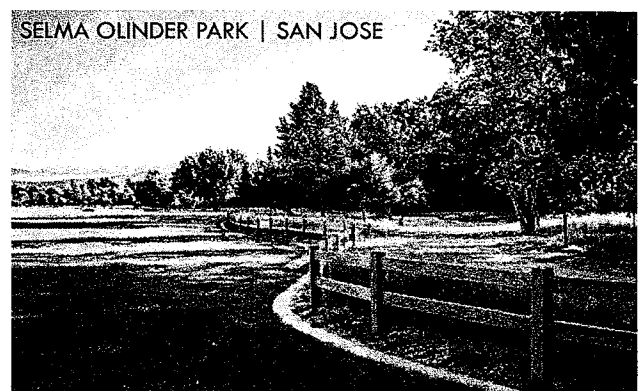
This site analysis effort will be utilized throughout the duration of the project, enabling educated and effective decisions to be made at the beginning of the design phase and throughout the project.

**Listen:** A key element to project success, we emphasize the importance of listening to all project stakeholders' concerns and desires. Our team will provide options and incorporate guidance provided by City staff, user groups, advisory bodies, and members of the community, and communicates this back to the project team.

The result of our focus on listening is a cohesive team that collaboratively works together on a shared path of understanding with the client's goals in mind, resulting in smooth-running projects.

**Understand:** We use all information available to develop design solutions that respond to our understanding of our client's project needs, including site constraints, City staff direction, community feedback, and the allocated budget. Based on input from the kick-off meeting with City staff and the site walk, we will develop a preferred plan.

**Recommend:** Once a clear concept is developed and approved, we will render the project's vision into a complete, biddable set of construction documents. The Verde Design team will draw upon past successes with other City projects and knowledge to seamlessly facilitate the construction document phase and will transition the project from conceptual design into construction.



## D. METHODOLOGY



### LEARNING CITY GOALS, STANDARDS & CODES

We begin each project by developing an in-depth understanding of the challenges you face and learning your goals. The Verde Design team will discuss opportunities and constraints of a particular site with community stakeholders (when appropriate), as well as managing staff from the project's inception.

Once we thoroughly understand your goals and concerns, we will research, evaluate, and present options for the project(s). The talent of our entire project team will be focused on delivering your site(s) in a way that best meets your needs and the needs of your maintenance teams.

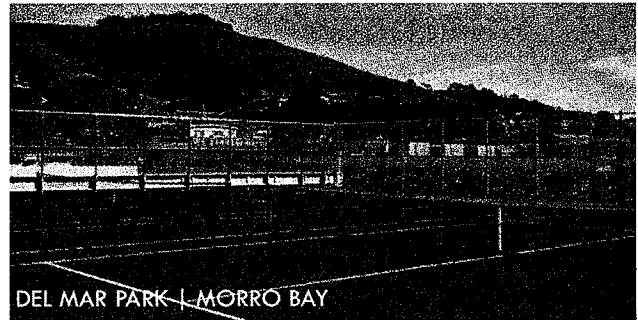
### POINT-OF-CONTACT & CLEAR COMMUNICATION

Clear communication is key for all projects, regardless of size or complexity, and is the foundation for our success. As your dedicated project manager, Chris will be the Landscape Architect working with your department project managers. Your principal-in-charge, Mark Baginski, is also a Landscape Architect and will be involved through completion.

Beginning with a project kick-off meeting, Chris will be the point-of-contact between the City of Roseville and Verde Design. He will start by establishing communication guidelines (City standards, preferred format, and chain of communication).

We will communicate both verbally and in writing regarding project and plan review status, updates to the park planning, and developments. Once established, the lines of communication are rigorously maintained to ensure that projects run smoothly and are delivered without surprises.

Great communicators are also patient listeners and our project team will work with your representatives to first listen, then respond — ensuring that your staff's concerns are heard and addressed. To enforce our clear communication strategy, we utilize a variety of software programs and in-field tools on our projects, including a Box file transfer portal, PlanGrid, BlueBeam, AutoCAD, Civil3D, Revit, GoTo Meeting and Zoom Teleconference, and MS Office 365.



### ON-CALL LANDSCAPE ARCHITECTURAL SERVICES

For on-call services, the project types can vary. Our understanding of the potential services is to provide some insights into our typical approach for these kinds of requests. The breadth of our public agency experience with all types of recreational projects, coupled with our knowledge of local, state, and national codes and regulations, has enabled us to build this exceptional skill set:

- Knowledge to hit the ground running
- Understanding what questions to ask and how to find the answers quickly
- Communicating clearly with public agency staff, architects, landscape architects, engineers, contractors, and owners
- Conducting systematic, detailed plan set reviews
- Expertly develop and apply master plans for single site or multiple sites to achieve the client's goals

We are familiar with the services and project variety expected and have summarized some of the services we provide below.

### SITE PLANNING

Verde Design uses sound design principles to build safe and maintainable facilities that the client, as well as the community will be proud to call their own.

We create a cohesive design that is technically sound with a construction documentation package that will deliver the project on time and within your budget. We take pride in creating projects that are not only beautiful and functional but will withstand sustained use for years to come.

## D. METHODOLOGY



VERDE DESIGN

### ASSESSMENTS

We are often asked to assess the condition of a variety of facility types. Reviewing conditions for safety issues, code, and access requirements is very typical. Utility infrastructure and irrigation systems assessments are often included. Recommendations and cost implementation plans with priorities can be useful once established.

### PLAN REVIEW

There are several crucial facets of the plan review process:

- Working knowledge of City of Roseville staff, procedures, and standards over five projects in the past few years has allowed our efficiency in serving the City to grow
- An in-depth knowledge of current City codes and requirements, as well as state and federal regulations, such as Titles 22 and 24, and consistent application of those codes
- An understanding of exactly when and where the regulations apply
- A defined, consistent approach to reviewing documents through the most detailed drawings
- Ability to interface between the City and the firm/individual submitting the plans

Our professional staff conducts internal quality control reviews of each project we undertake - this includes reviewing materials submitted to us as well as the design work we have completed. Daily, we submit building plans to a wide variety of public agencies. We have an extensive knowledge of city and county codes, how to review new sets of codes and apply them in developing our drawings.

### QUALITY ASSURANCE/QUALITY CONTROL

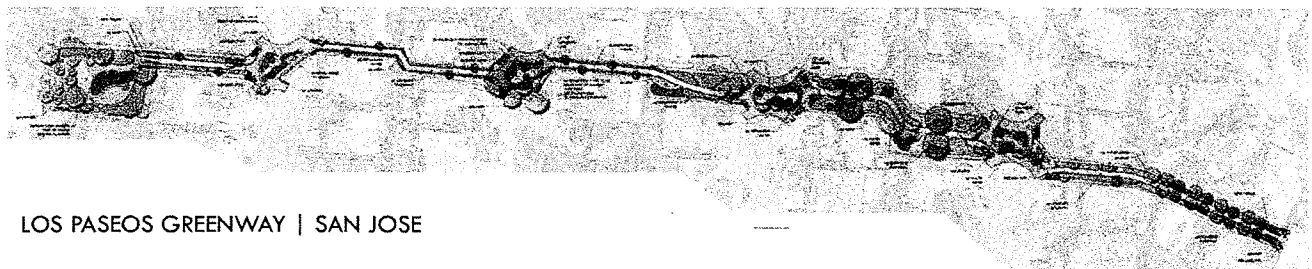
Our approach to quality control will be adjusted to the standards and practices of the City of Roseville. The goals of the Verde Design QC/QA process are to ensure that the project is bid within the stated budget, that the documentation package is clear and free of ambiguity so that it can be properly priced by a group of qualified bidders, and that the improvements can be constructed in accordance with the design intent. Our internal QA/QC reviews address design, biddability, constructability, compliance with local/state codes, and the project requirements.

Our quality control begins with design development and continues throughout a project's life. During the design development phase, we will review content of the schematic design graphics and support elements.

As we develop construction documents, we have a licensed professional who is not part of the project team provide a 'fresh eyes' review of the documents, in addition to the reviews by the Principal-in-Charge and the Project Manager.

We perform internal redline reviews, incorporate revisions, and review all client comments prior to submitting the documents. During submittal review meetings with City staff, we will share our comments and jointly decide how to address each of them. We provide a progress report at each submittal that will outline comments and items we have seen and need to address or coordinate.

We include staff comments in the report and document what their status is and how they were resolved. Each report includes priority items, cost estimate progress, plan updates, specifications, and any questions.



LOS PASEOS GREENWAY | SAN JOSE



## D. METHODOLOGY



### COST ESTIMATING

When applicable to a project, we generally provide estimates early in the process. We take pride in our in-house ability to develop accurate project cost estimates; an ability developed and honed through years of experience.

Preparing an accurate project budget is an iterative process of developing initial estimates and refining them at each stage of the project design. Our estimating is accurate, reflects current market conditions, and will typically include bid alternates that may be anticipated in the construction document packages.

As part of a project's conceptual design, we will validate the construction budget against the initial project program and proposed construction schedule. As the project design and documentation evolves, we update the estimate of construction costs at each incremental submittal.

Because we prepare project bid documents and review the responses from contractors daily, we have developed a detailed database of current unit prices. As part of our estimating process, we communicate with likely bidders and product vendors to assess market conditions in the immediate project area.

In addition, due to our involvement in design-build projects, where we are part of the development team, we have access to cost data uncommon in the design field. For the past five years, we have designed facilities that had a total bid of \$98 million for publicly bid public facilities. During those years, the bids came in an average of 4.4% below our estimate.

### LIAISE WITH MULTIPLE DEPARTMENTS

The Verde Design team has delivered hundreds of community-focused projects for public agencies. These projects are the result of multiple stakeholders working together in conjunction with a project team to balance the needs of the community with the available budget.

From our experience, we have learned how to seamlessly coordinate with various departments to ensure that the needs of all are met. Our staff maintains comprehensive knowledge of what agencies expect from a landscape design team and its associated consultants. We will work closely with public works, parks and recreation, planning, development services, environmental utilities, IT, police, fire departments, and any other department as needed to ensure that projects are successful and delivered on schedule.

### COMMUNITY OUTREACH AND FACILITATION

Many of our public projects include community input with community meetings. Orchestrating a design process for soliciting community input is common ground for the Verde Design team.

We present design updates and break into smaller groups for improved dialogue and understanding with the community. This opportunity creates a better forum to listen to the community and align the program and design to the input. Engaging with, and presenting to the community on a personal level ensures successful projects that are well-received.

Typical presentations include Power Point or graphic boards and handouts. All materials are available electronically so City staff can provide the design updates and meeting reports on the City's website. We use a variety of graphic formats to support presentations, from computer-based CAD images to hand-drawn project renderings, depending on the number of attendees and their familiarity with the design process.

### PARKS AND RECREATION PLANNING

Park planning is an iterative process that allows for the evaluation of alternative ways to achieve your goals for the future of the City's recreation spaces. We have worked on several park projects; most include multiple stakeholder groups requiring consensus building. We prefer to meet with the user groups and staff early in the process to establish clarity. We can setup a community survey, if desired, to help reach a larger audience.

## D. METHODOLOGY



VERDE DESIGN

Program development and understanding of the needs is key to developing a solid foundation for any project. Obtaining input from the user groups at this stage is critical which helps prioritize and separate the "needs" from the "wants."

We review and discuss options for design, layout, and use, to create a "basis of design" document which will combine all input. This document becomes the foundation for our design and serves as our reference as the project moves forward. We typically start with an aerial or site survey followed with a site walk with City staff to gain their input and more clearly understand the site.

From this, we create the site analysis, which delineates the numerous opportunities and constraints for consideration. Based on the preliminary program and site analysis, we will begin to develop use relationship alternatives. Depending on the project, we prepare two or three alternative design concepts, which are then refined through community and staff input into a final design.

Construction for the project can be scheduled or phased according to your requirements, with the design prepared to coincide with the phasing plan. To ensure that the project stays within budget, we update the cost estimates for project elements at each submittal.

### PLAYGROUND RENOVATIONS

Many parks have older playground structures that need to be replaced with current and code-compliant play structures. We have provided a variety of renovations and design themes for play areas.

Recently, we have successfully developed all-inclusive playgrounds that incorporate play features for all abilities and can apply this skill set and expertise from our seasoned staff should a project of this nature arise as part of our on-call service agreement. We are currently working on all-inclusive playgrounds in Sunnyvale, Mountain View, and Santa Clara. We have received multiple playground-specific awards, including earning the following distinctions:

- Project of the Year Award, Historical Restoration/ Preservation (under \$5M project category), 2020 - American Public Works Association, David Cutino Park, Seaside, CA
- Public Works Project Award, Structures (under \$5M project category), 2020 - American Public Works Association, Mel Nunes Sportsfield Park, Newark, CA
- Public/Civic Project of the Year Award, 2018 - Silicon Valley Business Journal's Structures Awards, Three Downtown Parks, Morgan Hill, CA



### ATHLETIC FIELD RENOVATIONS

We have provided renovations to athletic facilities for a variety of field types and uses. From cutting-edge irrigation design to new installation of natural grass, synthetic grass, and hardcourts; athletic fields are common territory for Verde Design.

In fact, the Verde team has completed more than 315 athletic complexes and fields and can apply this expertise to your projects as needed. Supporting our expertise in this area are more than 19 design and project awards, given by the American Sports Builders Association (ASBA).

### URBAN DESIGN

Verde Design's experience in urban design includes planning, community facilitation, and implementation. We have completed projects for a variety of plazas, transportation hubs, streetscapes, urban parks, signage or entry elements, monuments, public art, campus planning, and civic centers.

## D. METHODOLOGY



It is critical to understand the intended use, existing infrastructure, opportunities, and constraints vital to the success of the project because urban design projects are very visible and very permanent. We will work with City staff to provide options for material selection for durability, layout, and budget.

### STREETSCAPES AND SIGNAGE

We are working on several projects that include new streetscaping and rebranding of an entry or corridor. Designs can be developed to consider signage at varying levels and purposes, paving enhancements, lighting, landscape, and structures. Often these improvements and visions help create a better sense of place and quality of life.

### STORMWATER

With a multi-disciplinary staff of civil engineers and landscape architects, we can set up projects for stormwater needs. Most projects require compliance with mandated stormwater drainage requirements. Each community differs in their interpretation and approach to stormwater, which ultimately becomes a part of your implementation strategy.

Today we are required to integrate retention basins, detention ponds, water gardens, infiltration basins, and bio-swales to clean drainage water, prevent erosion, or retain the runoff on site. We use several methods to ensure that our projects meet or exceed Storm Water Pollution Prevention Plan and established stormwater drainage requirements. We also have QSD/QSP certified staff required for SWPPP's and RWQCB approvals.

### GREEN INFRASTRUCTURE PLANNING

Sustainable design is at the heart of our name and we have embraced the challenge of designing for the future. We have staff trained with LEED, bay friendly and irrigation auditing, and design certifications.

We review each project for ways to incorporate sustainability for long-term use into the design. A few methods we use to create sustainable facilities are designing water and energy conserving irrigation systems, addressing long-term maintenance requirements, specifying recycled and recyclable materials whenever available, and protecting and restoring environmentally sensitive habitats.

To reduce the sites carbon footprint, we use local recycled materials in the site furnishings, paving, headers, and mulch areas. These materials are attractive, readily available and they reduce the use of our diminishing natural resources. With these innovations, educational signage can be installed to bring awareness to the public.

### ENVIRONMENTAL RESTORATION

Verde Design has worked on several park and trail projects that are adjacent to sensitive habitats and flood control areas. Some of these projects have been along creeks where agencies want to restore the habitat and riparian corridors.

We have worked with ecology consultants to develop an implementation plan for specific projects. With environmental restoration, erosion control and the eradication of invasive species are important. Most of these projects require a monitoring procedure that starts with the contractor's maintenance period and extends to agency staff's final acceptance of the work.

We have also worked with environmental consultants for required mitigation measures for sensitive habitats and restoration work, as well as park and athletic facility development. We understand that many of the basic issues relate to programming and believe it is beneficial to have the design concepts reviewed by the environmental or ecology consultants early to identify impact issues and propose a way to mitigate them.

### CLIENT TESTIMONIAL

*Verde Design provided planning, assessment, design, and construction documentation/support to the City for our three new park projects. The staff was knowledgeable, and their workshops and planning approach helped us facilitate informed decision making, resulting in three parks that are sure to be destination parks for the City, and ones that will serve residents for many years.*



CHRIS GHIONE, COMMUNITY SERVICES DIRECTOR, CITY OF MORGAN HILL

## D. METHODOLOGY



### CONSTRUCTION STANDARDS DETAILS

We are experienced in assisting cities in developing standards that reflect durable and easily serviced materials and equipment. We can identify minimum spatial requirements and program requirements to reflect the City's desires and employ a production staff who are efficient with CAD, Civil 3D, or BIM modeling to support these efforts.

In addition, Rich Parker, Verde Design's IT/CAD manager, is also a certified AutoCAD, Civil 3D, Revit & SketchUp instructor and provides in-house training for our production teams and staff.

### CONSTRUCTION ADMINISTRATION AND DOCUMENT PROCESSING

Verde Design and its consultant team have the capability to provide a comprehensive construction evaluation of the following items:

- Bidding questions and addenda
- Pre-bid and pre-construction meetings
- Submittal review
- Schedule review
- RFI review
- Change order review
- Payment applications review
- Punch list review
- As-builts and construction sets

We can also perform a comprehensive construction evaluation, manage the punch list process, and complete close out procedures with the Contractor and all involved parties. During construction, our role may also include attendance, administering weekly meetings, and we can serve as the lead contact during construction for documentation and correspondence as needed.

### PERCEIVED CHALLENGES TO GOALS & SPECIAL ISSUES

In the past 12 years, Verde Design has worked with many cities. Through our experience, we have learned that each city, community, and project are unique. However, there are several factors that have consistently presented challenges to the cities with which we have worked, regardless of program. These are budget challenges, program prioritization, and water conservation/environmental preservation.

When executing building programs, one of the most challenging aspects can be balancing project budgets and program needs. One way that Verde Design has helped cities is by developing cost estimates for the work we design.

By developing cost estimates early in the process to identify discrepancies between budget and program, potential issues are mitigated, and projects can run smoothly. We also work with staff to identify alternatives and priorities to find the solution that delivers the maximum program for the dollars available.

Prioritization of needs is another challenge that cities have considered as a "special issue." Through our work, we have observed that having a clear plan with prioritization of needs is helpful when beginning projects, especially in growing cities.

Finally, conservation and preservation of the natural environment is a factor that many cities focus on during their programs.

When faced with limited resources, working with a design team that understands how to incorporate long-term and low-maintenance solutions, including incorporating recycled water, drought-tolerant landscaping, efficient irrigation design, and selective use of lawns ensures that cities maximize their resources and preserve the natural beauty of their parks and trails for the community.

## F. HOURLY RATES



### Verde Design, Inc.

#### Charge Rate Schedule

Effective until December 31, 2020

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

#### Project Rates

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| Principal                                             | \$235.00 per hour |
| Project Manager/Construction Manager                  |                   |
| Level Four                                            | \$220.00 per hour |
| Level Three                                           | \$200.00 per hour |
| Level Two                                             | \$170.00 per hour |
| Level One                                             | \$155.00 per hour |
| IT Manager                                            | \$170.00 per hour |
| CAD Manager                                           | \$165.00 per hour |
| Project Designer                                      | \$145.00 per hour |
| Job Captain/Staff Engineer/Construction Administrator | \$140.00 per hour |
| Draftsperson Level II                                 | \$125.00 per hour |
| Draftsperson Level I                                  | \$120.00 per hour |
| Project Administrator                                 | \$80.00 per hour  |
| Intern                                                | \$70.00 per hour  |

#### Reimbursable Rates

|                                        |               |
|----------------------------------------|---------------|
| Blueprints, Printing and Reproductions | Cost plus 10% |
| Sub Consultant Services                | Cost plus 10% |

#### Reimbursable Expenses

|                                |                           |
|--------------------------------|---------------------------|
| Blueprints and Reproductions   | Travel Expenses           |
| Photography                    | Parking and Toll Expenses |
| Models and Renderings          | Permit Fees               |
| Postage/Overnight Mail Service | Courier Delivery Service  |

*Charge Rate Schedule is subject to revisions.*



## F. HOURLY RATES



### Verde Design, Inc.

#### Charge Rate Schedule

Effective until December 31, 2021

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

#### Project Rates

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| Principal                                             | \$245.00 per hour |
| Project Manager/Construction Manager                  |                   |
| Level Four                                            | \$230.00 per hour |
| Level Three                                           | \$210.00 per hour |
| Level Two                                             | \$175.00 per hour |
| Level One                                             | \$155.00 per hour |
| IT Manager                                            | \$175.00 per hour |
| CAD Manager                                           | \$170.00 per hour |
| Project Designer                                      | \$150.00 per hour |
| Job Captain/Staff Engineer/Construction Administrator | \$145.00 per hour |
| Draftsperson Level II                                 | \$130.00 per hour |
| Draftsperson Level I                                  | \$125.00 per hour |
| Project Administrator                                 | \$85.00 per hour  |
| Intern                                                | \$75.00 per hour  |

#### Reimbursable Rates

|                                        |               |
|----------------------------------------|---------------|
| Blueprints, Printing and Reproductions | Cost plus 10% |
| Sub Consultant Services                | Cost plus 10% |

#### Reimbursable Expenses

|                                |                           |
|--------------------------------|---------------------------|
| Blueprints and Reproductions   | Travel Expenses           |
| Photography                    | Parking and Toll Expenses |
| Models and Renderings          | Permit Fees               |
| Postage/Overnight Mail Service | Courier Delivery Service  |

Charge Rate Schedule is subject to revisions.

# G: REQUIRED STATEMENTS/DOCUMENTS



## REQUIRED STATEMENTS

### 5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Verde Design assures that the designated project team will be used for any project with the City of Roseville. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

### 10.4 CONFLICT OF INTEREST

Verde Design has no conflicts of interest.

### 10.7 INDEMNIFICATION & INSURANCE REQUIREMENTS

Verde Design carries liability insurance in the amounts of:

- General liability insurance (Truck Insurance Exchange)
  - \$1M each occurrence
  - \$1M damage to rented premises
  - \$10,000 medical expenses per person
  - \$1M personal & adv injury
  - \$2M general aggregate
  - \$2M products - comp/op aggregate
- Automobile liability insurance (Truck Insurance Exchange)
  - \$1M combined single limit each accident
- Umbrella liability insurance (Truck Insurance Exchange)
  - \$5M each occurrence
  - \$5M aggregate
- Workers compensation (Technology Insurance Company)
  - \$1M each employee
- Professional liability insurance (Catlin Insurance Company)
  - \$2M per claim
  - \$4M annual aggregate

### 10.21 ELECTRONIC TRANSMITTALS

Nothing contained in the submitted proposal will be proprietary.

## REQUIRED DOCUMENT

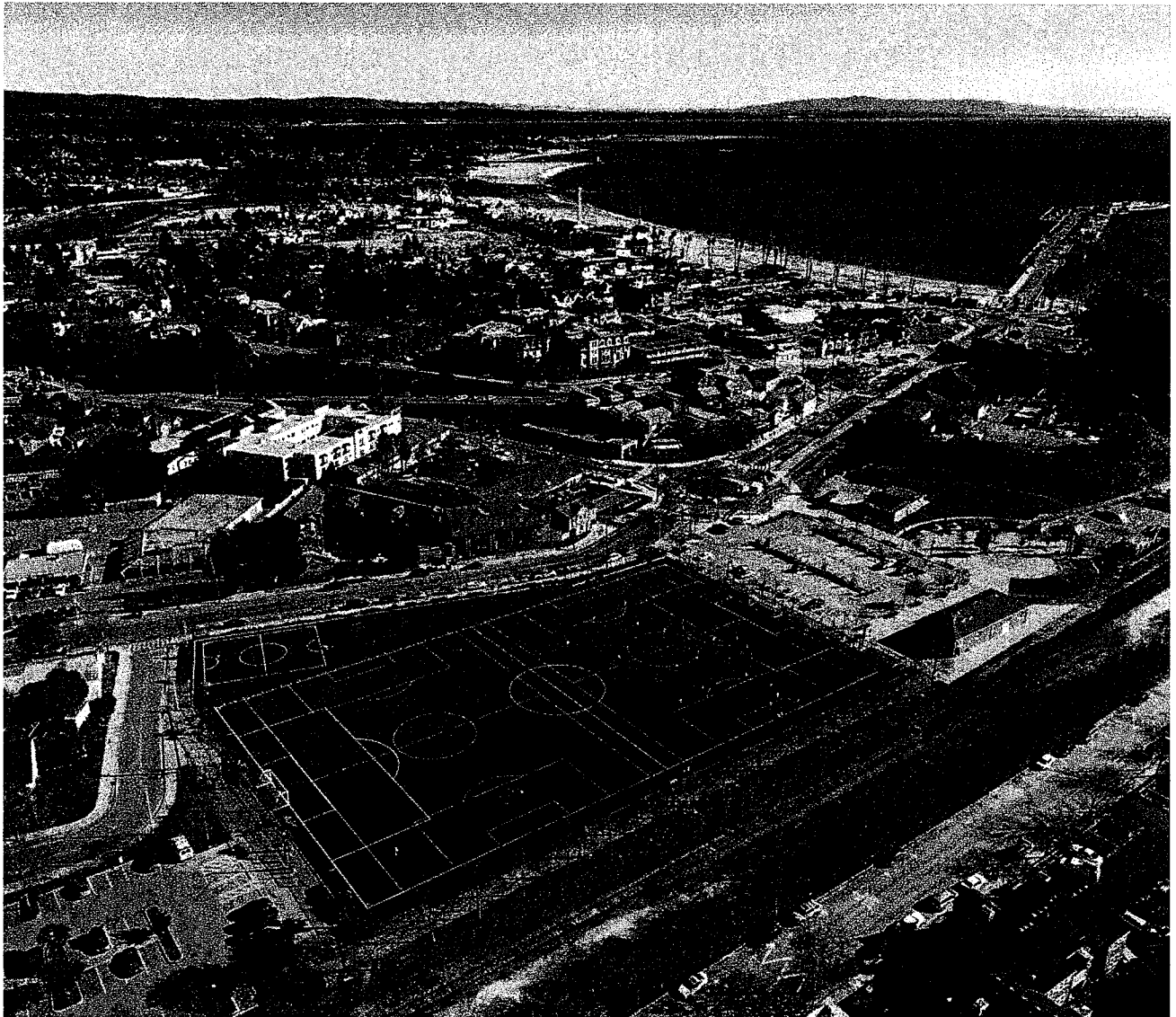
### ATTACHMENT A

See the beginning of the proposal book for the executed copy of our Proposer's Certification.

## H: EXCEPTIONS



Verde Design has no exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B).



DEPOT FIELD | SANTA CRUZ

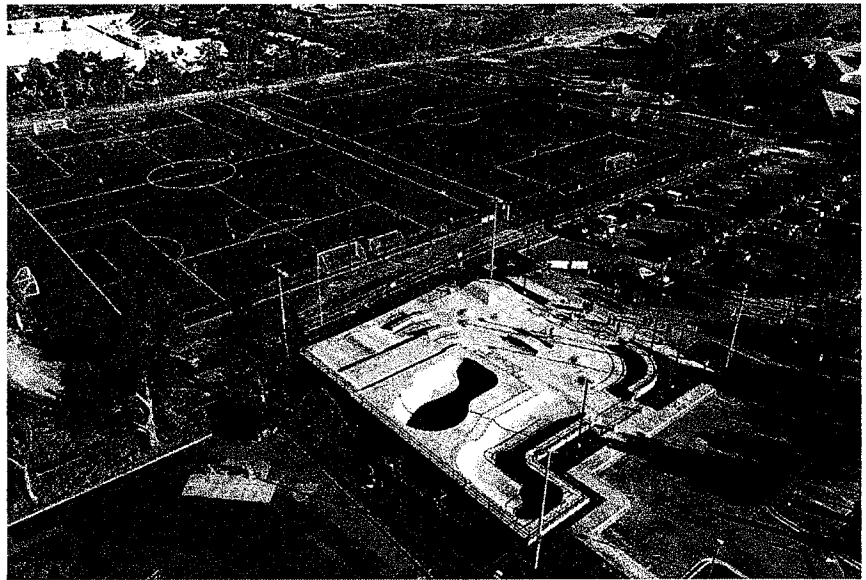
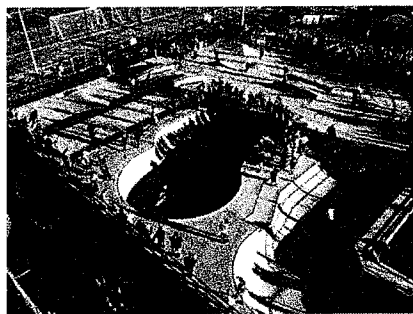
# I: COMPETENCY OF PROPOSERS



Verde Design has the necessary facilities, ability, experience, and financial resources to provide the services specified in a satisfactory and timely manner.

Verde Design does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed or resolved in the past seven (7) years.

A client has never terminated a contract with Verde Design for breach.



SPORTSFIELD PARK | NEWARK

# APPENDIX

## MARK BAGINSKI, RLA, LEED AP PRINCIPAL



VERDE DESIGN

Mark has over 25 years of professional experience and is responsible for project design and management, client relationships and production of project documents. His projects include public parks, aquatic facilities, university athletic master planning, corporate campus master planning, K-12 facilities, resorts, zoo exhibits, golf courses, commercial property development, and streetscapes. Mark's projects have earned several notable awards and distinctions. Most recently, the American Sports Builders Association recognized two Verde projects, led by Mark, Paul Goode Field earned a Silver medal in the multi-field category and Hayward High School earned gold medal honors for track and field facility.



A key characteristic of Mark's designs is the belief in an overall "big idea." This ensures that our clients' projects benefit from a strong, overall design concept that incorporates their goals and project objectives. Mark's background leading multidisciplinary development teams from the early programming phase through construction management, provides a broad base of experience for his projects.

### QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Landscape Architecture, Mississippi State University, 1991*

*A.A.S., Land Development, State University of New York at Cobleskill, 1987*

*CA 4089, Landscape Architect, 1994*  
*LEED Accredited Professional*

*American Society of Landscape Architects*  
*Urban Land Institute*

*Coalition for Adequate School Housing*  
*American Sports Builders Association*  
*California Parks and Recreation Society*

#### **City of Roseville**

- Bev Bos Park (2018) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches
- Fiddymint 97 (2019) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Half-court basketball court
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

- Fiddymint 101 (2019) Pocket Park
  - 2 bocce courts
  - Shade structures and tables
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches
- Pistachio Park (2019)
  - Baseball field
  - 2 softball fields
  - Tennis courts
  - Field lighting
  - Parking lot
  - Play area
  - Ticket booth

#### **City of Sacramento**

- Army Depot Park (2019)
  - Two baseball fields
  - CMU dugouts
  - Wood backstop
  - Score board
  - Foul poles
  - Field and pathway lighting
  - French drain system
  - Concession/restroom building
  - Maintenance building
  - Walkways & parking lot
  - Landscaping

#### **City of Lincoln**

- McBean Park (2016)
  - Synthetic turf baseball renovations

Outfield drainage, fencing, scoreboard, foul poles and new grade level dugouts **City of Santa Clara**

- Bowers Park (current)
  - Playground renovation
  - Picnic areas and BBQs
  - Drainage and irrigation
  - Site furnishings
  - ADA-compliance
- Bracher Park (2017)
  - Playground renovation
  - Picnic area
  - Landscape and irrigation
  - Site furnishings
  - ADA-compliance
- Carli Park (2017)
  - Site planning and layout
  - Play equipment
  - Site furnishings
  - Grading
  - Planting and irrigation
  - ADA-compliance
- Central Park (2012)
  - Wayfinding study and design



# APPENDIX

CHRIS SULLIVAN, RLA

ASSOCIATE/PROJECT MANAGER III



Chris is a senior project manager for Verde Design with over 20 years of experience in the field of landscape architecture. As a project manager, he is responsible for the day-to-day management of projects. He brings a high degree of technical and construction knowledge to his client and projects. Chris provides extensive expertise in CAD design and demonstration to detail. His ability to conceptualize a variety of design options allows a client to choose the optional solution. He has a strong working knowledge of site design, master planning, assessments, construction documentation, and cost estimating and construction administration.

Chris' experience includes athletic facilities for K-12 schools, colleges, universities, and public parks. He has managed, designed, and provided construction administration for K-12 athletic facilities and colleges, and neighborhood parks. A landscape architect, Chris is active for American Sports Builders Association (ASBA), and currently serves on the Board as Professional Division Director.



## QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Landscape Architecture, University of California, Davis, 1994*

*Professional Management, San Jose State University, 1999*

*CA 5452, Landscape Architect, 2008*

*American Sports Builders Association*

### City of Roseville

- Pistachio Park (2019)
  - Baseball field
  - 2 softball fields
  - Tennis courts
  - Field lighting
  - Parking lot
  - Play area
  - Ticket booth
- Bev Bos Park (2018) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

- Fiddymment 97 (2019) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Half-court basketball court
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches
- Fiddymment 101 (2019) Pocket Park
  - 2 bocce courts
  - Shade structures and tables
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

### City of Lincoln

- McBean Park (2016)
  - Synthetic turf baseball renovations
  - Outfield drainage, fencing, scoreboard, foul poles and new grade level dugouts

### City of Modesto

- Grogan Park (2013)
  - Soccer complex with three synthetic turf fields and four natural grass fields
  - Entry plaza
  - Field lighting
  - Landscaping and irrigation
  - Picnic area
  - Restroom/concessions bldg

### City of Sacramento

- Army Depot Park (2019)
  - 2 Baseball fields
  - CMU dugouts
  - Wood backstop
  - Score board
  - Foul poles
  - Field lighting
  - French drain system
  - Concession/restroom building
  - Maintenance building
  - Walkways
  - Parking lot
  - Pathway lighting,
  - Landscape

# APPENDIX

CORBIN SCHNEIDER, RLA, PIC, CLIA, WSP

SR. ASSOCIATE/SR. PROJECT MANAGER/IRRIGATION DESIGNER



VERDE DESIGN

Corbin Schneider has over 40 years of experience in the field of landscape architecture and irrigation consulting. He has provided project management, planning, design, and construction services for a wide range of clients, including cities, counties, school districts, public and private colleges and universities, sports facilities, and commercial and housing developers. Corbin's projects have earned several notable awards and distinctions. Most recently, the American Public Works Association, Project of the Year Award, 2018 for Lake Cunningham Action Sports Park in San Jose, CA and Project of the Year Award, 2020 for David Cutino Park in Seaside, CA.



Corbin's project experience also includes public parks and recreation facilities with all-inclusive, multi-age playgrounds, sports complexes and pedestrian trails, shopping centers, and housing developments, as well as landscaping and irrigation for streetscapes and interstates.

## QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Landscape Architecture, California  
Polytechnic State University, San Luis  
Obispo, 1978*

*CA 2454, Landscape Architect, 1984  
OR 170, Landscape Architect, 1983*

*Professional Irrigation Consultant, 2003  
Certified Landscape Irrigation Auditor, 2009  
EPA Watersense Partner, 2009  
American Society of Irrigation Consultants,  
Past President; Executive Board of Directors  
California Parks and Recreation Society  
Sports Turf Managers Association*

### City of Modesto

- Grogan Park (2013)
  - Soccer complex with three synthetic turf fields, four natural grass fields
  - Entry plaza
  - Field lighting
  - Landscaping and irrigation
  - Picnic area
  - Restroom/concessions bldg

### City of Palo Alto

- Magical Bridge Playground (2014)
  - Accessible playground
  - Playhouse with stage
  - Tree house
  - Picnic area

### City of Morgan Hill

- Galvan Park (current)
- Railroad Park (2017)
  - Train depot themed entrance
  - Play structures
  - Site landscaping
  - Observation areas
  - Lighting, wi-fi, and security cameras
  - Restroom building
- Inclusive Playground (2017)
  - Tom Sawyer themed treehouse
  - Donor features
  - Play area and structures
  - Amphitheater
  - Site landscaping
  - Pedestrian/vehicular circulation
- Third Street Creek Park (2017)
  - Revegetation of natural grassland area and creek riparian corridor
  - Redevelopment of surrounding streets for park access
  - Parking, lighting, wi-fi, and security cameras
  - Pedestrian bridge
- Nob Hill Trail Park (2017)
  - Picnic areas
  - Exercise stations
  - Hiking trails
  - Wi-fi
  - Two slides

### City of Newark

- Newark Sportsfield Park (2018)
  - Synthetic turf soccer and multi-use fields
  - Perimeter improvements
  - Skate park

### City of Campbell

- John D Morgan Park (2020)
  - All-inclusive playground
  - Park improvements and ADA compliance

### City of Sunnyvale

- Fair Oaks Park (current)
  - Synthetic turf baseball, soccer, and multi-use fields
  - Picnic and park amenities upgrade
  - Hardcourts reconstruction
  - Lighting and ADA upgrades
  - Dog park
  - Magical Bridge all-inclusive playground
- Ponderosa Park (2019)
  - New irrigation controller system and capabilities
  - Upgrade to 'Two Wire' control valve and wiring infrastructure
  - MWELLO compliant flow sensing and master valve components
  - Re-establish inter-system communications

# APPENDIX

JAMIE WALLIS, PE, QSD/QSP

ASSOCIATE/CIVIL ENGINEER/PROJECT MANAGER III



As a civil engineer for Verde Design, Jamie is responsible for managing current design projects, maintaining and building client relationships, and overseeing the rest of the production team in many aspects of each project she is involved in. During Jamie's time with Verde Design, she has assisted or managed a variety of projects, including school facilities, athletic fields, and public parks.

Jamie also provides stormwater calculations, stormwater pollution prevention plans, and QSD service to ensure that the new facilities are designed in compliance with stormwater and C.3 requirements, if needed. Jamie utilizes her experience as a former NCAA D1 athlete, and her technical design skills, to produce innovative solutions to unique project issues.



## QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Civil Engineering, Santa Clara University, Santa Clara, 2013*

*CA C86612, Professional Engineer, 2016*  
*CA QSD/QSP certification #26164*

### **City of Roseville**

- Pistachio Park (2019)
  - Baseball field
  - 2 softball fields
  - Tennis courts
  - Field lighting
  - Parking lot
  - Play area
  - Ticket booth

### **City of Alameda**

- Estuary Park (2016)
  - Baseball, football, and soccer synthetic turf fields
  - Basketball courts
  - Dog park
  - Playground
  - Restroom/concession buildings
  - Picnic areas

### **City of Burlingame**

- Murray Soccer Field (2016)
  - Renovation of synthetic turf field
  - Feasibility Study

### **City of Foster City**

- Catamaran Park (2016)
  - ADA-compliant playground & synthetic turf beach

### **City of Milpitas**

- Milpitas Sports Center (2016)
  - Synthetic turf soccer and multi-use fields

### **City of Redwood City**

- Red Morton Community Park (2016)
  - Renovation of three fields and four tennis courts

### **City of San Jose**

- Tamien Park (2017)
  - Playground
  - Volleyball court
  - Restrooms
  - Picnic areas
  - Natural turf soccer field
  - Stage, exercise area, and parking lot

### **College of San Mateo, San Mateo**

- Beach Volleyball Facility (2017)
- Softball Field Replacement (2016)
- Cross Country Course at Crystal Springs (2016)

### **University of California, Santa Barbara**

- Track & Field (2017)

### **Foothill College, Los Altos Hills**

- Soccer Field (2018)

### **San Jose State University, San Jose**

- Campus Stormwater (2018)
  - SWPPP documentation

### **University of San Francisco, San Francisco**

- Baseball Field Replacement (2019)

### **Las Positas College, Livermore**

- Synthetic Turf Soccer Field (2019)
- Feasibility Study (2019)

### **Chabot College, Hayward**

- Soccer Field Improvements (2011)
- Football Scoreboard (2016)

### **Archbishop Riordan High School, San Francisco**

- Track & field (2019)
- Football/soccer/lacrosse field (2019)
- Baseball field (2019)

### **Bellarmino College Preparatory, San Jose**

- Soccer/lacrosse field replacement (2015)

# APPENDIX

## HEATHER MAZZANTI PROJECT DESIGNER



VERDE DESIGN

Heather is responsible for assisting the Project Managers, Principal in Charge, and Associates in the production team. Heather's wide breadth of experience in Landscape Architecture include projects like public parks, civic plazas, urban planning, riverbank restoration, endangered species mapping, child development centers for the military, and non-profit projects. Her role includes production responsibilities, facility design, construction documentation and administration, cost setup and budget coordination.

Part of project team awarded on following; ASBA Distinguished Multi-Purpose Turf Facility of the Year: Mather Sports Center, ASBA Distinguished Track Facilities: Running Track Facility at San Joaquin at Delta College, Natomas, and Inderkum HS Track & Field, Running Track at Armijo HS, Running Track at Ponderosa HS, and Sheldon HS, CPRS Facility Design- Sports Field/Complexes: Mather Sports Center CARPD Best Renovated Facility: Dan Foley Park



### QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Landscape Architecture, University of California, Davis, 2004*

*Intern U.S. Army Corps of Engineers  
June 2002 – June 2004*

#### **City of Roseville**

- Bev Bos Park (2018) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

#### **City of Lincoln**

- McBean Park (2016)
  - Synthetic turf baseball renovations
  - Outfield drainage, fencing, scoreboard, foul poles and new grade level dugouts

#### **City of San Francisco**

- Kezar Stadium
  - Track & field renovation (2014)

#### **American River College, Sacramento**

- Soccer stadium and practice fields (2016)
- Bleachers (2016)
- Sports field lighting (2016)
- Concessions/restroom/storage building (2016)

#### **Butte College, Oroville**

- Track & Field Improvements (2016)

#### **College of the Redwoods, Eureka**

- Athletic Master Plan (2012)

#### **San Joaquin Delta College, Stockton**

- Synthetic soccer field (2016)
- Synthetic practice field (2016)
- Tennis court surface and fence refurbishing (2016)

#### **University of California, Davis**

- Beach Volleyball Facility (2019)
- Practice Football Facility (2018)

#### **William Jessup University, Rocklin**

- McBean Baseball Stadium (2016)

#### **Rocklin Unified School District, Rocklin**

- Whitney High School
  - Track & field resurface (2016)

#### **Roseville Joint Union High School District, Roseville**

- Woodcreek High School
  - Stadium turf replacement (2014)
  - Baseball netting (2016)
- Oakmont High School
  - Track conversion (2016)
- Antelope High School (2016)
  - Track & field resurface

- Granite Bay High School (2016)
  - Track & field resurface

#### **San Juan Unified School District, Carmichael**

- Rio Americano High School
  - Synthetic turf field and track (2018)
- Bella Vista High School
  - Resurfacing of existing track (2018)
- Casa Roble High School (2017)
  - Football, soccer, and baseball fields
  - Restroom/concessions building
- Del Campo High School (2014)
  - Synthetic turf conversion and all-weather track
- El Camino High School
  - Stadium landscape (2015)
  - Synthetic turf conversion and all-weather track (2014)
- Encina Preparatory School (2017)
  - Track & field
  - Restroom/concessions building
- Mira Loma High School (2017)
  - Track & field
  - Restroom/concessions building

# APPENDIX

## AMY LATOMME JOB CAPTAIN



Amy has been with Verde Design a year and half. After graduating from Ball State University with a Masters Degree in landscape architecture, she worked as a landscape designer in Oregon for two years. She joined Verde Design in 2017 and since has worked on projects that include public parks and athletic facilities.

Her role as job captain role includes working with the team, specifically is responsible for assisting Chris and Mark in the preparation of graphics, meeting preparation, client needs, and landscape construction documents/packages.



### QUALIFICATIONS & RELEVANT EXPERIENCE

*M.S., Landscape Architecture, Ball State University, Indiana, 2012*  
*B.S., Landscape Management, Brigham Young University, Utah, 2006*

#### **City of Roseville**

- Pistachio Park (2019)
  - Baseball field
  - 2 softball fields
  - Tennis courts
  - Field lighting
  - Parking lot
  - Play area
  - Ticket booth
- Bev Bos Park (2018) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches
- Fiddymment 97 (2019) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Half-court basketball court
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

- Fiddymment 101 (2019) Pocket Park
  - 2 bocce courts
  - Shade structures and tables
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

#### **City of Sacramento**

- Army Depot Park (2019)
  - Two baseball fields
  - CMU dugouts
  - Wood backstop
  - Score board and foul poles
  - Field lighting
  - French drain system
  - Concession/restroom building
  - Maintenance building
  - Walkways and parking lot
  - Pathway lighting and landscaping

#### **City of Davis**

- Economic Impact Study (Current)
  - Evaluating current conditions of parks and sport complexes

#### **University of California, Davis**

- Beach Volleyball Facility (2019)

#### **Center Joint Unified School District, Antelope**

- Center High School (2019)
  - Football/soccer field replacement

#### **Elk Grove Unified School District**

- Elk Grove High School (current)
  - Field Replacement
  - Track Replacement
- Monterey Trail High School (current)
  - Field Replacement
  - Track Replacement
- Sheldon High School (current)
  - Field Replacement
  - Track Replacement
- Valley High School (current)
  - Field Replacement
  - Track Replacement
- Cosumnes Oaks High School (current)
  - Field Replacement
  - Track Replacement

#### **Murrieta Valley Unified School District, Murrieta**

- Murrieta Mesa High School (current)
  - Field Replacement
  - Track Replacement

#### **Natomas Unified School District, Sacramento**

- Inderkum High School (2019)
  - Field Replacement
  - Track Replacement
- Natomas High School (Current)
  - Field Replacement
  - Track Replacement



# APPENDIX



VERDE DESIGN

TIMOTHY D. HYDE, PE, SE

PRINCIPAL ENGINEER AT AKH STRUCTURAL ENGINEERS

Timothy D. Hyde is a principal engineer and president of AKH. He joined AKH upon his graduation, from Cal Poly State University, San Luis Obispo in 1983, and has been with the firm continuously since that time. Timothy became a firm principal in 1998 and continues to be key to the success of AKH. He is a hands-on project manager and oversees the work of the staff engineers in the office, along with being the day-to-day production and operations officer for the firm.



Timothy has designed many education and municipal projects such as sports fields, community centers, public and private school facilities, parking garages, hospital infrastructure facilities, corporation yards, fire stations, PV solar panel support structures, and industrial utilities modernizations. Timothy has been involved in and managed varied structural plan check projects for many years, which utilizes his extensive knowledge of the many detailed requirements of current building codes in designing structures to resist the varied and extraordinary seismic demands throughout the greater Bay Area.

## QUALIFICATIONS & RELEVANT EXPERIENCE *\*Project with Verde Design*

B.S., *Architectural Engineering, California Polytechnic State University, San Luis Obispo, 1983*

CA C40796, *Professional Engineer, 1986*  
CA S3260, *Structural Engineer, 1990*

*Structural Engineers Association of Northern America*

*Structural Engineering Certification Board*  
*American Concrete Institute*

*American Society of Civil Engineers*

### **City of Burlingame**

- Murray Soccer Field (2016)\*
  - Structural engineer for design of synthetic turf field

### **City of San Jose**

- Arcadia Softball Complex (2017)\*
  - Structural engineer for design of retaining structure, site furnishings, stairs and ramps, and foundations and anchorage of play-yard equipment
- Tamien Park (2017)\*
  - Structural engineer for design of shade structure foundations, site furnishings, and entry plinths

### **City of Morgan Hill**

- Galvan Park (2016)\*
  - Structural engineer for design of tandem racquetball courts

### **City of Alameda**

- Estuary Park (2016)\*
  - Structural engineer for design of athletic field structures including maintenance buildings, trash enclosures, dugouts, netting poles and foundations for goal posts, foul poles, and light poles over

### **City of Palo Alto**

- Magical Bridge Playground (2014)\*
  - Structural engineer for design of retaining structures, site furnishings, stairs and ramps, and foundations and anchorage of play-yard equipment

### **American River College, Sacramento\***

- Structural engineer for design of soccer stadium, practice fields, bleachers, sports field lighting, and concessions/restroom/storage building (2016)

### **Cañada College, Redwood City\***

- Structural engineer for design of tennis facility improvements (2013)

### **Chabot College, Hayward\***

- Structural engineer for design of soccer field improvements (2011)

### **Archbishop Mitty High School, San Jose\***

- Structural engineer for design of track & field (2014)

### **Cupertino Union School District**

- Collins Elementary School (2014)\*
  - Structural engineer for design of Little League field

### **Berkeley Unified School District, Berkley**

- Berkeley High School (2014)\*
  - Structural engineer for design of softball field and track improvements

### **San Juan Unified School District, Carmichael**

- Bella Vista High School (2018)\*
  - Structural engineer for design of restroom/concessions building

# APPENDIX

DAVID YU, PE

PRESIDENT AT HARRY A. YEE & ASSOCIATES, INC.



David Yu possesses 31 years of experience in project management and electrical systems design. He has considerable experience working with the Division of the State Architect (DSA) and the California State Fire Marshal (CSFM). David also has an extensive knowledge of numerous electrical systems including, primary power distribution, interior and exterior lighting, data network cabling, CATV, intercom and paging, auditorium/stage lighting and sound, secondary power distribution, telecommunications, fire and intrusion alarm, assisted listening, and media management.



## QUALIFICATIONS & RELEVANT EXPERIENCE *\*Project with Verde Design*

*BSEE, Electrical Power, Communications,  
CSU, Sacramento, 1986*

*CA E14987, Electrical Engineer, 1995*

### **City of Roseville\***

- Pistachio Park (2019)
  - Baseball field
  - 2 softball fields
  - Tennis courts
  - Field lighting
  - Parking lot
  - Play area
  - Ticket booth
- Bev Bos Park (2018) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches
- Fiddymment 97 (2019) Pocket Park
  - Play area
  - Shade structure and picnic area
  - Half-court basketball court
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

- Fiddymment 101 (2019) Pocket Park
  - 2 bocce courts
  - Shade structures and tables
  - Landscape
  - Open turf area
  - Perimeter walkways
  - Drinking fountain and benches

### **University of California, Davis\***

- Athletic improvements

### **Jesuit High School , Carmichael**

- *Track and Field Improvements*

### **Cherryland K-8 School, Hayward**

- New Campus

### **C.K. McClatchy High School, Sacramento**

- Visual and Performing Arts  
Modernization

### **Sacramento City Unified School District**

- Fire Alarm Upgrade at 17 Campuses

### **Franklin High School, Stockton**

- New Classroom Buildings and CTE  
Building

Serving as the Project Manager, David Yu will represent the firm and will be involved in the project throughout its duration. His responsibilities may include:

- Electrical Fee Proposals
- Electrical Engineering Design
- Construction Drawings and Specifications
- Attending design review meetings
- Reviewing equipment submittals
- Responding to design related questions
- Construction Administration
- Engineering Estimates

# APPENDIX

RYAN AMAYA, PLS

PRINCIPAL SURVEYOR AT KIER & WRIGHT



VERDE DESIGN

Mr. Amaya has over 20 years of land surveying experience, including construction surveying, boundary surveying, mapping, and subdivision work related to land development. Specific survey experience includes construction staking, topographic surveys, benchmark-level circuits, elevation monitoring surveys, tentative maps, parcel maps, final maps, condominium plans, plats and legal descriptions, lot line adjustments, lot combinations, reversion to acreage maps and ALTA/ACSM Land Title Surveys.

Ryan has had the privilege of managing the topographic survey scope for a variety of improvement projects constructed on public land, including park and trail improvement projects and projects located in rural and/or riparian environments. He has managed the subconsultant land surveying/base mapping scope for a number of municipal on-call design contracts held by other design firms. He has also directly managed public agency on-call surveying contracts, including a current on-call topographic survey contract for the Redwood City School District.



## QUALIFICATIONS & RELEVANT EXPERIENCE

*Professional Land Surveying License (PLS)  
State of California LS 8134*

### Higuera Adobe Park

- In 2016, as a subconsultant to landscape architecture firm, Kier & Wright provided topographic surveying services for the City of Milpitas' historic Higuera Adobe Park project. Survey components included record boundary and easements, ground survey for path of travel and utility survey. Ryan Amaya managed all services provided by Kier & Wright.

### City of San Jose

- Guadalupe River Trail/Coleman Road Undercrossing
  - In 2013, as subconsultant to another engineering firm, Kier & Wright provided design-level mapping services for a City of San Jose trail improvements project at the Guadalupe River Trail/Coleman Road undercrossing. Mr. Amaya managed and coordinated the full survey scope, including field survey and drafting.

- Coyote Creek Trail/Ridder Park Drive
  - In 2015, as subconsultant to another engineering firm, Kier & Wright provided design-level mapping services for a City of San Jose trail improvement project for a portion of Coyote Creek Trail at Ridder Park Drive. Mr. Amaya managed and coordinated the full survey scope, including field survey and drafting.

### City of Half Moon Bay

- Kehoe Ditch Improvements
  - This project included surveying of a 3,000-linear-foot ditch for a study to improve the flow of water into Pilarcitos Creek. The site conditions proved challenging as Kier & Wright field crews needed to carefully work around dense brush to determine cross-sections in the field without damaging or disturbing protected coastal plant life. Mr. Amaya managed and coordinated the entire survey scope, including field survey and drafting.

### Buffalo Run Ranch Survey

- Kier & Wright provided extensive survey of a privately-owned property called Buffalo Run Ranch located in unincorporated rural areas of San Benito County and Monterey County.

- The scope required field survey of approximately 5,940 acres in two townships within two counties. The client requested that Kier & Wright purchase and lay large plastic pipe filled with concrete to mark the boundary. Mr. Amaya managed and coordinated the preparation of all surveying deliverables, which included a two-phase Record of Survey, resolution of a complex boundary dispute, staking of a property line, and an area exhibit.

### Midpeninsula Regional Open Space District

- 5050 El Camino Real ALTA Survey
  - Kier & Wright prepared an ALTA survey showing a property near the Midpeninsula Regional Open Space District's office in Los Altos. Mr. Amaya managed and allocated all survey staff and resources for the project and provided QA/QC for all Kier & Wright deliverables prepared.

# APPENDIX

MATTHEW S. MOYNEUR

SENIOR ENGINEER AT WALLACE KUHL & ASSOCIATES



Matthew has over 14 years of experience in geotechnical engineering and field construction monitoring in Michigan, Ohio, and California. He received his Bachelor of Science in Civil and Environmental Engineering and Master of Science in Geotechnical Engineering from the University of California—Los Angeles. His projects have included coordinating and performing geotechnical evaluations for schools, hospitals, retail and commercial developments, athletic complexes, industrial facilities, residential developments, and underground utilities. Matthew has also performed field construction monitoring of shallow and deep foundations, earthwork operations, and earth retention systems in California, Michigan, and Ohio. He has experience coordinating and performing geotechnical evaluations for new construction, as well as evaluating existing distressed structures.



Matthew is former Chair and current Secretary of the Sacramento Section Geo-Institute and is a member of the American Society of Civil Engineers.

## QUALIFICATIONS & RELEVANT EXPERIENCE

*M.S., Geotechnical Engineering, University of California — Los Angeles, 2004*  
*B.S., Civil and Environmental Engineering, University of California — Los Angeles, 2002*  
*CA 2920, Geotechnical Engineer*  
*CA 72179, Civil Engineer*  
*MI 54255, Civil Engineer*

### **Delta College**

- Competitive Soccer Field

### **El Camino High School**

- Athletic Track and Field Improvements

### **Del Campo High School**

- Athletic Track and Field Improvements

### **Stagg High School**

- Athletic Facility
  - Increments I and II

### **Chavez High School**

- Athletic Facility
  - Increment I

### **Kennedy High School**

- Performing Arts Building
- Athletic Field Improvements

### **Tracy High School**

- Athletic Fields

### **Dillard Elementary School**

- Athletic Fields

### **Main Avenue Elementary School**

- Athletic Fields

### **University of California — Davis**

- Memorial Union Bookstore Expansion
- Student Community Center
- Tercero Hall
  - Phases III and IV

### **Services include the following:**

- Preliminary Geotechnical Studies
- Geotechnical Engineering Studies
- Geologic Hazards Studies
- Slope Stability Studies
- Levees/Dam Services
- FEMA Certifications
- Seepage Studies
- Pavement Analysis and Designs
- Seismic Survey-Rippability Studies
- Distressed Structure Studies
- Floor Flatness Studies
- Pile Load Test/Driving Observations
- Drilled Pier Observations

- Site-Specific Ground Response Studies
- Foundation Studies
- Geologic Mapping
- Alquist-Priolo Earthquake Fault Studies
- SP117 Seismic Hazard Mapping Act Evaluations
- Probabilistic and Deterministic Ground Motion Studies
- Seismic Source Characterizations
- Liquefaction Evaluations
- Landslide Studies & Mitigation
- Soil and Rock Slope Stability Evaluation
- Slope Inclinator Installation & Interpretation
- Tiltmeter Installation & Interpretation
- Seismic Refraction Surveys
- Rippability Studies
- Groundwater Studies
- Geochemical Studies
- Third-party Peer Review
- Emergency Response
- Forensic Engineering Geology Studies
- Litigation Support & Expert Witness

## EXHIBIT “B”



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**VERDE DESIGN INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

5 Address (number, street, and apt. or suite no.) See instructions.  
**2455 THE ALAMEDA STE 200**

6 City, state, and ZIP code  
**SANTA CLARA CA 95050**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

20 - 8974203

or

Employer identification number

20 - 8974203

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **Sandy Montgomery** Date ▶ **FEBRUARY 19, 2020**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                                                                                     |                                                |                               |  |
|----------|-------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------|--|
| PRODUCER | Mary Barnard Insurance<br>2190 Stokes Street<br>Suite 201<br>San Jose CA 95128      | CONTACT NAME: Jennie Maltese                   |                               |  |
|          |                                                                                     | PHONE (A/C, No, Ext): (408) 286-1334           | FAX (A/C, No): (408) 286-6425 |  |
|          |                                                                                     | E-MAIL ADDRESS: jennie@barnardinsurance.com    |                               |  |
|          |                                                                                     | INSURER(S) AFFORDING COVERAGE                  | NAIC #                        |  |
|          |                                                                                     | INSURER A: TRUCK INSURANCE EXCHANGE            | 21709                         |  |
| INSURED  | Verde Design, Inc.<br><br>2455 THE ALAMEDA, SUITE 200<br>SANTA CLARA, CA 95050-6037 | INSURER B: Hartford Casualty Insurance Company |                               |  |
|          |                                                                                     | INSURER C:                                     |                               |  |
|          |                                                                                     | INSURER D:                                     |                               |  |
|          |                                                                                     | INSURER E:                                     |                               |  |
|          |                                                                                     | INSURER F:                                     |                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                     | ADDL INSD                                  | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:    |                                            |          | 605016326     | 6/13/2019               | 6/13/2020               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                            |          | 606748199     | 6/13/2019               | 6/13/2020               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                              |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                          |                                            |          | 605016330     | 6/13/2019               | 6/13/2020               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                | Y/N<br><input checked="" type="checkbox"/> | N/A      | 57WECAD1AHA   | 6/13/2019               | 6/13/2020               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                      |
| A        | Business personal prop                                                                                                                                                                                                                                                                                                |                                            |          | 605016326     | 06/13/2019              | 06/13/2020              | BPP Limit \$416,900<br>Deductible \$500                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

The City of Roseville, its officers, agents, employees and volunteers are added additional insured.

**CERTIFICATE HOLDER**

City of Roseville  
Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER 605016326

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**The City of Roseville, its officers, agents, employees and volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WEC AD1AHA

**Endorsement Number:**

**Effective Date:** 06/13/19

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Verde Design Inc  
2455 THE ALAMEDA STE 200  
SANTA CLARA CA 95050

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                |                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Dealey, Renton & Associates<br>P. O. Box 12675<br>Attn: Ted Kiyama<br>Oakland CA 94604-2675 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 510-465-3090<br><b>FAX (A/C, No):</b> 510-452-2193<br><b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com |
| <b>INSURED</b><br>Verde Design, Inc.<br>2455 The Alameda, Suite 200<br>Santa Clara CA 95050                    | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Berkley Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :        |

**COVERAGES**

CERTIFICATE NUMBER: 940093936

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                               |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>\$<br>\$<br>\$<br>\$                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                               |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE<br>\$<br>\$<br>\$                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                         |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT<br>\$<br>\$<br>\$                            |
| A        | Professional Liability                                                                                                                                                                                                                                                                    |           | Y        | AEC902980901  | 6/13/2019               | 6/13/2020               | \$2,000,000 per Claim<br>\$4,000,000 Annl Aggr.                                                                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
REF: ALL OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

|                                                                                                                                        |                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Roseville<br>Attn: Tara Gee<br>Park Planning & Development Superintendent<br>36 Vernon Street, Suite 400<br>Roseville CA 95678 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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RESOLUTION NO. 20-242

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WARREN CONSULTING ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call Parks Civil Engineering Services, by and between the City of Roseville and Warren Consulting Engineers, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

### On-Call Parks Civil Engineering Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and Warren Consulting Engineers, Inc., a California corporation ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-084 for professional services consisting of on-call parks civil engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional parks civil engineering services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred fifty thousand dollars per year (\$150,000). Total compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars per year (\$150,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

#### COVERAGE

Workers' Compensation

#### LIMITS OF LIABILITY

Statutory

|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$4,000,000 aggregate                                                                                   |

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.



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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to



terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Thomas E. Fassbender, President  
1117 Windfield Way, Suite 110  
El Dorado Hills, CA 95762

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a  
municipal corporation

WARREN CONSULTING ENGINEERS,  
INC., a California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:   
its: Thomas E Fassbender, President

and

ATTEST:

BY:   
its: Anthony J. Tassano Secretary

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

**[SIGNATURES CONTINUED ON NEXT PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”



REQUEST FOR PROPOSALS  
For On- Call Civil Engineering Services  
City of Roseville  
Attn.: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678  
Submittal Deadline: Friday, April 24, 2020 by 3:00 PM

Prepared by:  
Thomas E. Fassbender, P.E., P.L.S.  
Phone: 916-985-1870; Fax: 916-985-1877; Email: tom@wceinc.com  
Warren Consulting Engineers, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762



Warren Consulting Engineers, Inc.

|                                                                  |     |
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Warren Consulting Engineers, Inc.

**Cover Letter for On- Call Parks Civil Engineering Services**

Submittal by: Warren Consulting Engineers, Inc.

Address: 1117 Windfield Way, Ste. 110, El Dorado Hills, CA 95762

Contact: Thomas E. Fassbender, P.E., P.L.S., Phone: 916-985-1870 Fax: 916-985-1877

Email: [tom@wceinc.com](mailto:tom@wceinc.com)

Statement: Warren Consulting Engineers, Inc. will perform the services and adhere to the requirements in this RFP, including Q & A Responses and Submittals #2

To: City of Roseville

Attn.: City Clerk Department

Warren Consulting Engineers is interested in providing design services for the City of Roseville. We have been based in northern California for over 32 years and have provided civil design services on over 5,600 projects and land surveying services on over 2,500 projects. WCE is proud to say that 99.94% of its business is repeat customers. It is our goal to provide excellent and professional civil design and land surveying services. We believe we have found the right mix of modern technology, combined with professional straightforward business practices. We have an excellent reputation for completing projects on time and on budget.

Civil design Services we provide include the following services:

Preliminary Sewer and Water, Preliminary Grading and Drainage, Utilities Studies, Master Planning, Site Feasibility Reports, General Development Plans, Coordinate Application Package, Applications and Submittals, Construction Documents, On-site Improvement Plans, Off-site Improvement Plans, Engineers Construction Cost, Bidding, Bid Assistance, Sewer, Water and Drainage Calculations, Specifications, Agency Submittals, SWPPP, NPDES processing, SWPPP Manual preparation, SWPPP Compliance Inspection, Construction Administration Assistance.

The field and drafting services we can provide include the following services:

Land Surveying: Boundary Surveys, Topographic Surveys, ALTA Surveys, Right of Way Engineering Surveys, Geodetic / Control Surveys, As built Surveys Mapping: Tentative Parcel Maps, Final Parcel Maps, Records of Surveys, Lot Line Adjustments / Lot Mergers, Easements, Legal Descriptions, Exhibits for easement, Flood Certifications and Research public information

Warren Consulting Engineers, Inc. has the qualifications, ability, staffing flexibility and initiative to provide the City of Roseville timely services. All civil engineering designs will be completed per the latest version of the City of Roseville's Design and Construction Standards and State Standard Specifications in AutoCAD Civil 3D version 2018.

We look forward to working with you on this exciting opportunity.

Signed by:

A handwritten signature in blue ink, appearing to read "T. Fassbender", is written over a horizontal line.

Thomas E. Fassbender, P.L.S., P.E. President

1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762

Phone: 916-985-1870 Fax: 916-985-1877 Email: [wce@wceinc.com](mailto:wce@wceinc.com)



Warren Consulting Engineers, Inc.

Signature Requirements

Warren Consulting Engineers, Inc. is submitting on behalf of a Corporation  
By its' President:



Thomas E. Fassbender

Proposers Certification (Attachment A)

See Tab G





Warren Consulting Engineers, Inc.

### **Firm Qualifications**

Founded in 1988, Warren Consulting Engineers, Inc. has been providing innovative civil engineering and land surveying solutions to public and private clients for 32 years. One of the guiding principles of the firm since its inception is the emphasis placed upon communication and garnering active participation from all team members. This means the owner, as well as the design team will be given a place at the table to ensure project scope, budgets and overall project goals are thoroughly discussed early on. Warren Consulting Engineers has a professional staff that is committed to providing the best customer service for their projects. We have had the pleasure of working with the City of Roseville and Recreation and Parks Departments on many projects since 1988.

Warren Consulting Engineers has designed and supervised the construction of numerous private and public site development projects throughout northern California. As a result, Warren Consulting Engineers has developed a strong working relationship with many of the local agencies and is knowledgeable of local requirements. Warren Consulting Engineers specializes in site development. Since 1988, we have been involved in the civil design services for over 5,600 projects and land surveying services of over 2,500 projects, with 765 clients, 190 school districts and 36 of California's 58 counties.

### **Services Provided**

Preliminary Sewer and Water, Preliminary Grading and Drainage, Utilities Studies, Master Planning, Site Feasibility Reports, General Development Plans, Coordinate Application Package, Applications and Submittals, Construction Documents, On-site Improvement Plans, Off-site Improvement Plans, Engineers Construction Cost, Bidding, Bid Assistance, Sewer, Water and Drainage Calculations, Specifications, Agency Submittals, SWPPP, NPDES processing, SWPPP Manual preparation, SWPPP Compliance Inspection, Construction Administration Assistance

### **Land Surveying Services**

Land Surveying, Boundary Surveys, Topographic Surveys, American Land Title Association (ALTA Surveys), Right of Way Engineering Surveys, Geodetic / Control Surveys, As-built Surveys, Mapping, Tentative Parcel Maps, Final Parcel Maps, Records of Surveys, Lot Line Adjustments / Lot Mergers, Easements, Legal Descriptions, Exhibits for easement

### **Geographical Location:**

El Dorado Hills, CA

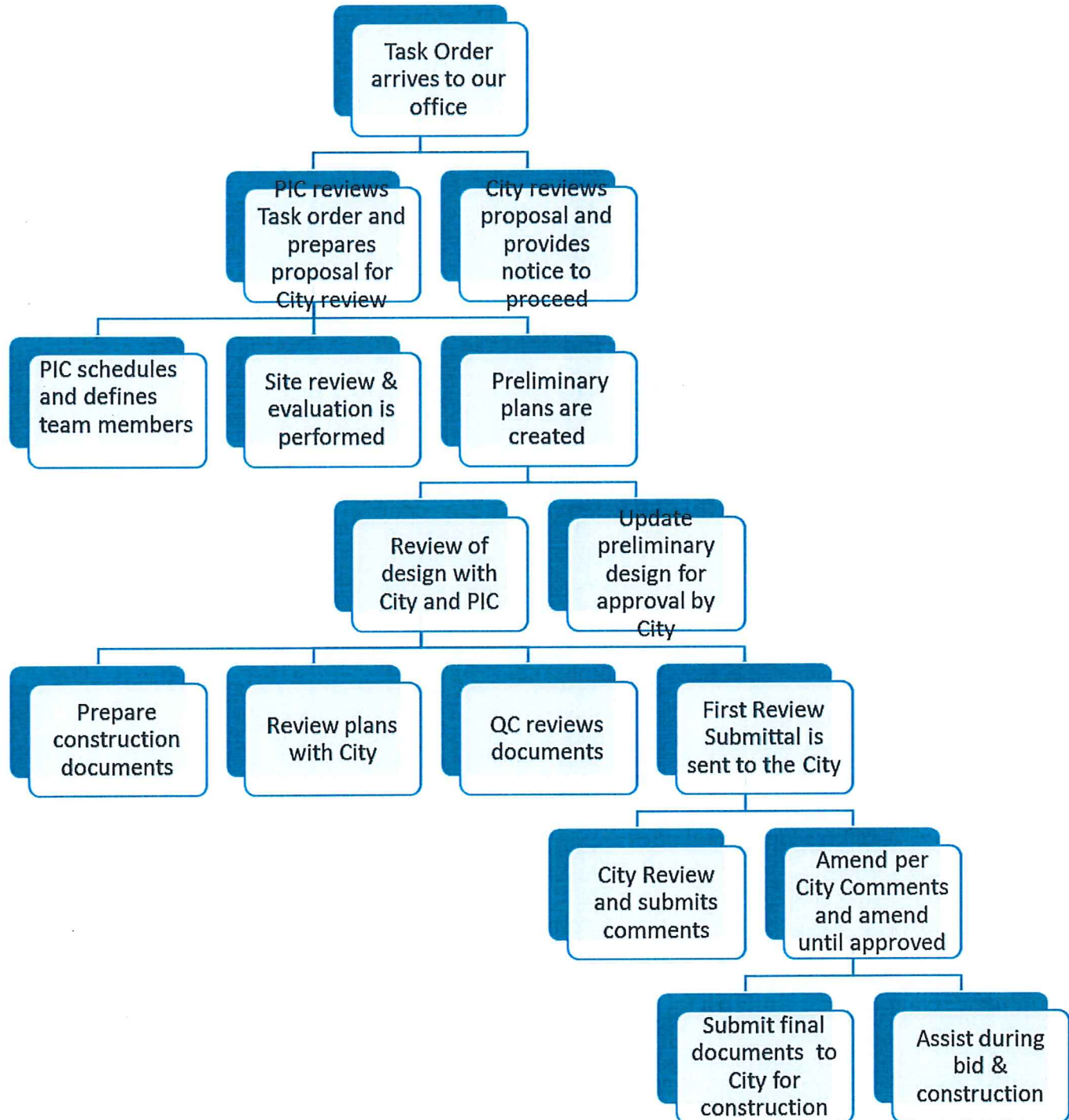
### **Company Size:**

13 full-time employees and one part-time employee. Of those, four are licensed professionals. We have had zero size variation of staffing levels in the past five (5) years.



Warren Consulting Engineers, Inc.

Organization Chart for Design Services







Warren Consulting Engineers, Inc.

### Experience and References

**Project Name: Hughes Park, Roseville CA Start: 2004 End: 2006**

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent  
316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

A 31-acre area park. It includes extensive walking trails, a lighted soccer field, lighted tennis and basketball courts, a fenced off-leash dog park, picnic facilities, open space areas, and a children's play area. We provided the civil engineering, surveying and construction staking aspects of this project.

**Project Name: Mike Shellito Indoor Pool (Central Park Aquatic Center) Roseville, CA Start: 2006 End: 2009**

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent 316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

The facility is solar-heated, has a retractable roof, eight-lane 25-meter lap pool as well as a 1,500 square-foot water teaching pool in a 24,548-square foot building. We provided the civil engineering and construction staking aspects of this project.

**Project Name: Mahany Regional Park, Roseville, CA Start: 2007 End: 2009**

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent  
316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

A 225-acre park complete with an aquatic center, sports complex, there are several different athletic fields: an all-weather field, two lighted softball fields, a four-field lighted baseball complex, including three youth baseball fields and one youth/adult 90' baseball diamond. There are also tennis courts, picnic areas and batting cages. We provided the civil engineering and surveying aspects of this project.

**Project: Saugstad Skate Park Survey, Roseville, CA Date: Start: April 2017 End: 2018**

Performed partial site survey and engineering services for the addition of a skate park on the site.

Contact: Joel De Jong, Parks Development Analyst Parks, Recreation & Libraries  
311 Vernon Street, Roseville, CA 95678

Phone: (916) 774-5924; Email: JDeJong@roseville.ca.us

**Project: Carl Sundahl Elementary School, Folsom, CA Start: 2015 End: 2019**

Performed topographic, boundary survey and engineering for of entire school site modernization.

Contact: Matt Washburn, Director of Facilities Development  
Folsom Cordova Unified School District, 1965 Birkmont Drive Rancho Cordova, CA 95670  
Phone: (916) 294-9010 ext. 103300; Email: mwashbur@fcusd.org



Warren Consulting Engineers, Inc.

### Qualifications of Staff

All operate out of: 1117 Windfield Way, Ste. 110, El Dorado Hills, CA Location

**Thomas E. Fassbender, P.E., P.L.S.**

**Principal in Charge**

**President / Principal Civil Engineer / Land Surveyor**

Education: Bachelor of Science, Forest Engineering, 1984 Oregon State University

Professional Licenses: Civil Engineering, California, License Number C48454; Professional Land Surveyor, California, License Number 8327

Professional Affiliations: American Society of Civil Engineers, California Land Surveyors Association

Summary: Tom joined Warren Consulting Engineers at its inception in 1988. Over the past thirty-two years, Tom has been PIC or PM on over 1,000 projects. He is very familiar with design standards and requirements for project throughout northern California.

**Martin J. Gee**

**Principal in Charge / Civil Designer**

Education: Bachelor of Science, Business, 1995 California State University, Sacramento

Summary: Marty has been a designer on over 1,000 projects since 1988. He is very familiar with the design standards and requirements for projects throughout northern California.

**Edsel Roser, P.L.S.**

**Professional Land Surveyor**

Professional License: Professional Land Surveyor CA license #5505 State of California

Summary: In 2003, Ed joined our team. He has led the team in, office calculations. He is all familiar with all phases of topographic, ALTA and boundary surveys, easement documents and maps, parcel maps, record of survey, monument preservation, corner records

**Justin Brooks**

**Survey Crew Party Chief**

Summary: Justin brings 21 years of surveying experience. He is one of our two – one-man crews. He also is a Party Chief for the construction staking crew. He is proficient with all survey equipment.

**Michael J. Warren, L.S.I.T**

**Project Manager**

**Survey Crew Party Chief**

Summary: Michael brings 6 years of surveying experience. He is one of our two – one-man crews. He also is a Party Chief for the construction staking crew, when needed. He is proficient with all survey equipment.

***We don't anticipate having to sub-contractors for the work outlined in the RFP.***





Warren Consulting Engineers, Inc.

### **Project Understanding**

Our understanding of the scope work included in this RFP primarily involves providing civil engineering services to assist the City of Roseville staff with their projects. The scope includes, concept, design, engineering, land surveying, drafting services, assistance with bid process, cost estimates, plans, specifications, construction assistance, project completion, field surveys, maps and mapping services. All scope of work to be in compliance with CA codes, City Design and Construction and State Standard Specifications, professional civil engineering and land surveying standards. Using California State Plan Coordinates NAD 83 Zone 2 US Survey Fleet and will be in AutoCAD version 2018. All work will be prepared, stamped and signed by a California State Licensed Surveyor and/ or Engineer.

The following is a list of steps taken per task that we may need to preform for the work outlined in this RFP.

#### **Our Approach to the successful completion of an engineering project:**

Our staff meetings weekly to discuss work load, schedules and make the necessary adjustments in the staff and workload to ensure our deadlines are met. We make sure that all of projects are on time, on budget. To have a successful project that is on time and meets the budget we will implement the following steps:

1. Walk site with City personnel to determine the project scope.
2. Prepare topographic survey of project area, if necessary.
3. Develop site plan for City review and prepare preliminary cost estimate.
4. Following City approval of site plan, begin development of construction documents.
5. Around the 50% CD completion, submit plans to City staff for review and comment.
6. Address any comments and complete plans for agency submittal.
7. Complete QC review while plans are in agency submittal for review.
8. Address comments and schedule backcheck appointment for final approval.

The project team will review the City and State standards during the initial design phase and incorporate any of the City and State standards into the plan set or project specifications.

The typical life spam of pavement is 20 years with underground utilities being around 50 years. The current life spam of existing surfaces and utilities is something that WCE reviews prior to making any design recommendations i.e., can an asphalt overlay be achieved or will the pavement need to be removed/replaced. Our firm understands the importance of value engineering and has the experience to make the proper recommendations of what can be value engineered without compromising the overall integrity of the project.

#### **Quality Control/Assurance Procedures**

Plans are submitted to City/Agency with the intent that they are 99% complete. A quality control review is completed during the City/ Agency review period with the plans being updated prior to final approval. Our firm has an extensive relationship with City, County, Fire and Water Agencies are proactive in scheduling pre-submittal meetings with each agency working with the plan checker during the back-check process.



Warren Consulting Engineers, Inc.

**Construction Administration:**

WCE will schedule weekly construction meetings with the Contractor and City. RFI's, CCD's and clarifications will be handled on an as submitted basis with most questions answered within 48 hours or sooner.

Upon completion of the project, a punch walk is performed and a list of correction items is given to the contractor to complete. Once these punch items have been addressed by the contractor, a final site walk is performed to verify that all work has been completed. Upon request, we will review individual punch items as they have been completed to notify the contractor if any further repairs are required. The contractor's retention will not be released until all items are completed and the as-built plans are approved.



Warren Consulting Engineers, Inc.

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Warren Consulting Engineers, Inc.

Required Statements/ Documents

Non-substitution:

Our companies will not substitute the designated members of the proposed staff members and subcontractors without prior approval by the City.

Non-Conflict to interest:

Our companies shall warrant they have no official or employee of the City have an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

Indemnification & Insurance Requirements:

Our companies shall comply with the City's standard indemnification and insurance requirements as provided in the sample contract.

Nothing contained in this proposal is proprietary.





Warren Consulting Engineers, Inc.

## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Warren Consulting Engineers, Inc.

NAME OF BUSINESS

*TEG FM*

SIGNATURE

Thomas E. Fassbender, P.E., P.L.S. President

NAME & TITLE, TYPED OR PRINTED

1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762

MAILING ADDRESS

916-985-1870

TELEPHONE NUMBER

tom@wceinc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ CA State of Incorporation

☐ Partnership

☐ Limited Liability Company



Warren Consulting Engineers, Inc.

Exceptions

Exceptions:

We take no exceptions to anything to do with this RFP.



Warren Consulting Engineers, Inc.

**Competency of Proposers**

Warren Consulting Engineers, Inc. has the necessary team, staffing, facilities, ability, experience and financial resources to provide the services specified in the RFP in a satisfactory and timely manner. We have not had any bankruptcies, liens, stop payment notices, arbitrations, mediations, foreclosures and any similar actions filed or resolved in the past seven (7) years. No client has ever terminated a contract with our firm for breach. We have not been involved any lawsuits or issues that have been closed in the last 7 years.

Our proven ability to perform these services will be a great asset to your team. We look forward to working with you on this exciting opportunity.

Thank you for your consideration.

Warren Consulting Engineers, Inc.

## EXHIBIT “B”



Warren Consulting Engineers, Inc.

## Hourly Rates

January 1, 2020

### RATE SCHEDULE

#### CIVIL ENGINEERING SERVICES

|                  |                   |
|------------------|-------------------|
| Principal        | \$215.00/hr.      |
| Project Manager  | \$175.00/hr.      |
| SWPPP Monitoring | \$215.00/hr.      |
| Civil Engineer   | \$175.00/hr.      |
| Civil Designer   | \$155.00/hr.      |
| Drafter          | \$110.00/hr.      |
| Clerical         | \$90.00/hr.       |
| Vehicle Mileage  | IRS Standard Rate |
| Expert Witness   | \$385.00/hr.      |

#### SURVEYING SERVICES

|               |              |
|---------------|--------------|
| Principal     | \$215.00/hr. |
| Drafter       | \$110.00/hr. |
| Land Surveyor | \$175.00/hr. |

#### **Non-Prevailing Wage Rates**

|                     |              |
|---------------------|--------------|
| Survey Crew (1-Man) | \$160.00/hr. |
| Survey Crew (2-Man) | \$200.00/hr. |

#### **Prevailing Wage Survey Rates**

|                     |              |
|---------------------|--------------|
| Survey Crew (1-Man) | \$195.00/hr. |
| Survey Crew (2-Man) | \$275.00/hr. |



RESOLUTION NO. 20-243

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND WMB ARCHITECTS, INC., AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF  
ROSEVILLE

WHEREAS, an on-call professional design services agreement regarding On-Call  
Architectural Services, by and between the City of Roseville and WMB Architects, Inc., has  
been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is  
authorized to execute two (2) additional one (1) year renewals without further City Council  
approval, provided that the applicable budget is approved by the City Council, or until staff  
determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

# ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

## On-Call Architectural Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roseville, a municipal corporation (“CITY”), and WMB Architects, Inc., a California corporation (“CONSULTANT”); and

### W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-083 for professional services consisting of on-call architectural services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional architectural services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred fifty thousand dollars per year (\$150,000). Total compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars per year (\$150,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

#### COVERAGE

Workers' Compensation

#### LIMITS OF LIABILITY

Statutory

|                                               |                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$4,000,000 aggregate                                                                                   |

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.



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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to



terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30<sup>th</sup> of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

22. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee, Park Planning &  
Development Superintendent  
316 Vernon Street, Suite 400  
Roseville, CA 95678

CONSULTANT

Timothy Mattheis  
Principal Architect  
2000 L Street  
Sacramento, CA 95811

Either party may amend its address for notice by giving notice to the other party in writing.

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

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.

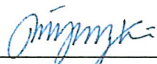
CITY OF ROSEVILLE, a  
municipal corporation

WMB ARCHITECTS, INC., a  
California corporation

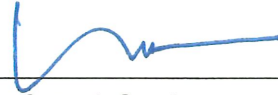
BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:  \_\_\_\_\_  
its: Vice President

and

BY:  \_\_\_\_\_  
its: Corporate Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
JILL GELLER  
Parks, Recreation & Libraries Director

## EXHIBIT “A”



CITY OF ROSEVILLE ON-CALL ARCHITECTURAL SERVICES  
PROPOSAL OF SERVICES

**City of Roseville**

City Clerk Department

**WMB Architects Inc.**

April 24, 2020

Timothy Mattheis  
Principal Architect, WMB Architects  
209-944-9110 Stockton  
916-254-5546 Sacramento  
tm@wmbarchitects.com





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# COVER LETTER

**City of Roseville**  
**Attn: City Clerk Department**

311 Vernon Street  
Roseville, CA 95678

5757 Pacific Avenue Suite 226  
Stockton CA 95207  
t 209 . 944 . 9110

2000 L Street Suite 125  
Sacramento CA 95811  
t 916 . 254 . 5546

SUBJECT: Request for Proposals  
On-Call Architectural Services

WMB Architects Inc.- 2000 L St, Sacramento CA 95811 | 5757 Pacific Avenue, Stockton CA 95207  
Contact Person: Tim Mattheis, Principal Architect: 916-254-5546 | tm@wmbarchitects.com

WMB Architects is pleased to submit to the City of Roseville our qualifications statement for the “Request for Proposals for On-Call Architectural Services.” WMB Architects offers strengths we believe set us apart from our peers and makes us uniquely qualified for working with the City:

- 48 years of firm experience working with public agency projects of similar or greater scope.
- Currently servicing indefinite quantity contracts with the Counties of San Joaquin, Yolo and Nevada: The Cities Ceres and Turlock; and the University of California Merced.
- Offices located in Sacramento and Stockton for responsive service to City of Roseville projects.
- Broad experience in a full range of architectural services including specializations in CASp accessibility compliance and interior design.
- Broad experience with a diversity of project types including parks and recreation facilities.
- Track record of accurate cost estimating, cost control and on-time project delivery.

WMB Architects Inc. will perform the services and adhere to the requirements described in the RFP including Addendum # 1, Public Purchase posting date April 3, 2020; Addendum #2, Public Purchase posting date April 8, 2020; and Addendum #3, Public Purchase posting April 15, 2020.

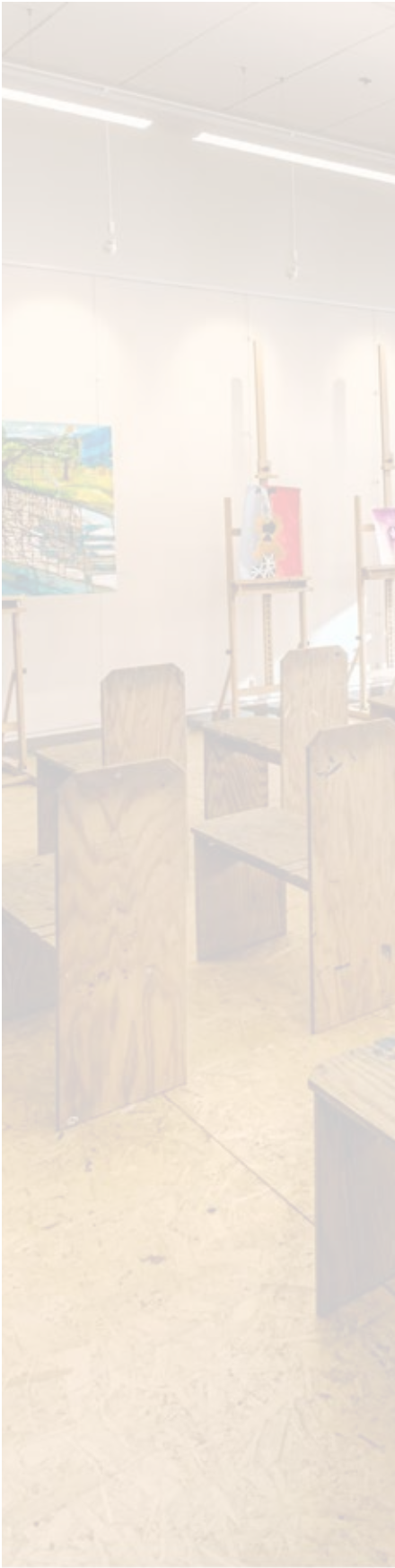
Our team is eager to work with the City on future projects vital to the efficiency of your operations and your effective delivery of parks services to the Roseville community.

Sincerely,  
WMB Architects, Inc.



Timothy Mattheis  
Principal Architect  
CA License No. C16986





A | FIRM'S QUALIFICATIONS



## FIRM'S QUALIFICATIONS



SOFTBALL FIELD  
Modesto Junior College



INDOOR GYM  
Spare Time Sports Club

WMB Architects brings to the City of Roseville 48 years of quality architectural service to municipal agencies throughout northern California. Since 1971, WMB has provided Cities and Counties with indefinite quantity contract services as well as numerous individually commissioned projects including parks and recreation department and special District projects.

WMB focuses on developing long term business relationships with our municipal clients, maximizing cost efficiency and quality documentation with a thorough understanding of your needs and procedures. Our long-term clients rely on WMB for a wide range of project size and complexity, from small facility alterations and CASp studies to department reorganizations and new facility architecture. Currently WMB maintains a contract for indefinite quantity architectural services with the cities of Ceres and Turlock and with the counties of Sacramento, Yolo, Nevada and San Joaquin.

With offices in Sacramento and Stockton, WMB is located for responsive delivery of architectural services to the City of Roseville. Our staff level has been consistently maintained over the last 5 years, and consists of eight California licensed architects, four graduate architects and one administrative manager that will provide the City a variety of experience shaped by a diverse range of municipal architectural projects. WMB is a full-service architectural firm offering the following services:

- Needs Assessment Programming
- Community Surveys and Workshops
- Master Planning
- Existing Facility Evaluations
- CASp Facility Evaluations and Reports
- Standard prototype plan design and documentation
- Architectural Design
- Construction Documentation (Revit)
- Interior Design
- Space Planning
- Furniture programming and specification
- Consultant Team Organization and Project Coordination
- Visualization modeling and rendering
- Cost Estimating
- Value Engineering
- Bidding Assistance
- Construction Administration
- Post Occupancy Evaluations

We have assembled a team of engineering consultants to thoroughly respond to all parks projects that arise from the Children's Art Center and standard comfort station plans to structural evaluations, ADA compliance, cost estimating and complete construction documentation. Our team consists of the following consulting engineering firms:

- Civil Engineer – RFE Engineering, Roseville
- Structural Engineer – Meridian Structural Engineers, Fair Oaks
- Mechanical Engineer – Capital Engineering, Sacramento
- Electrical Engineer – Engineering Enterprise, Auburn
- Cost Estimation – Silva Cost Consulting, Sacramento



## FIRM'S QUALIFICATIONS

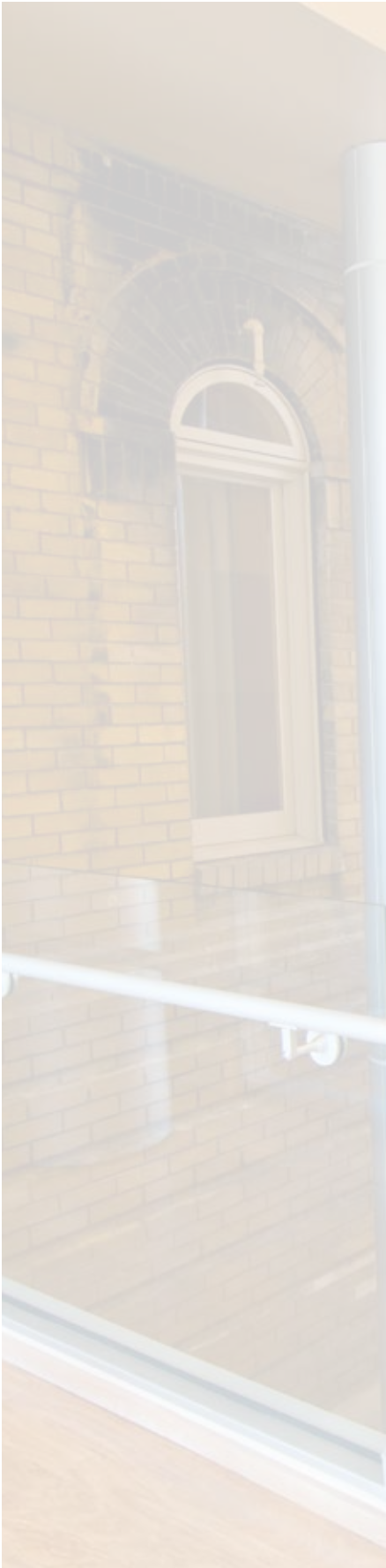
WMB's mission is to **Create Value by Design** - **Value** is both a tangible and intangible asset generated by the skill we employ, the economy and sustainability of our design approach, and the creative inspiration we bring to our built environment. For every project, WMB endeavors to achieve the best value possible for you to gain the maximum benefit from your expenditure of resources. We understand the civic responsibility of the City to the Roseville community, and we will work diligently with you to deliver sustainable, cost effective and efficient parks architectural products.



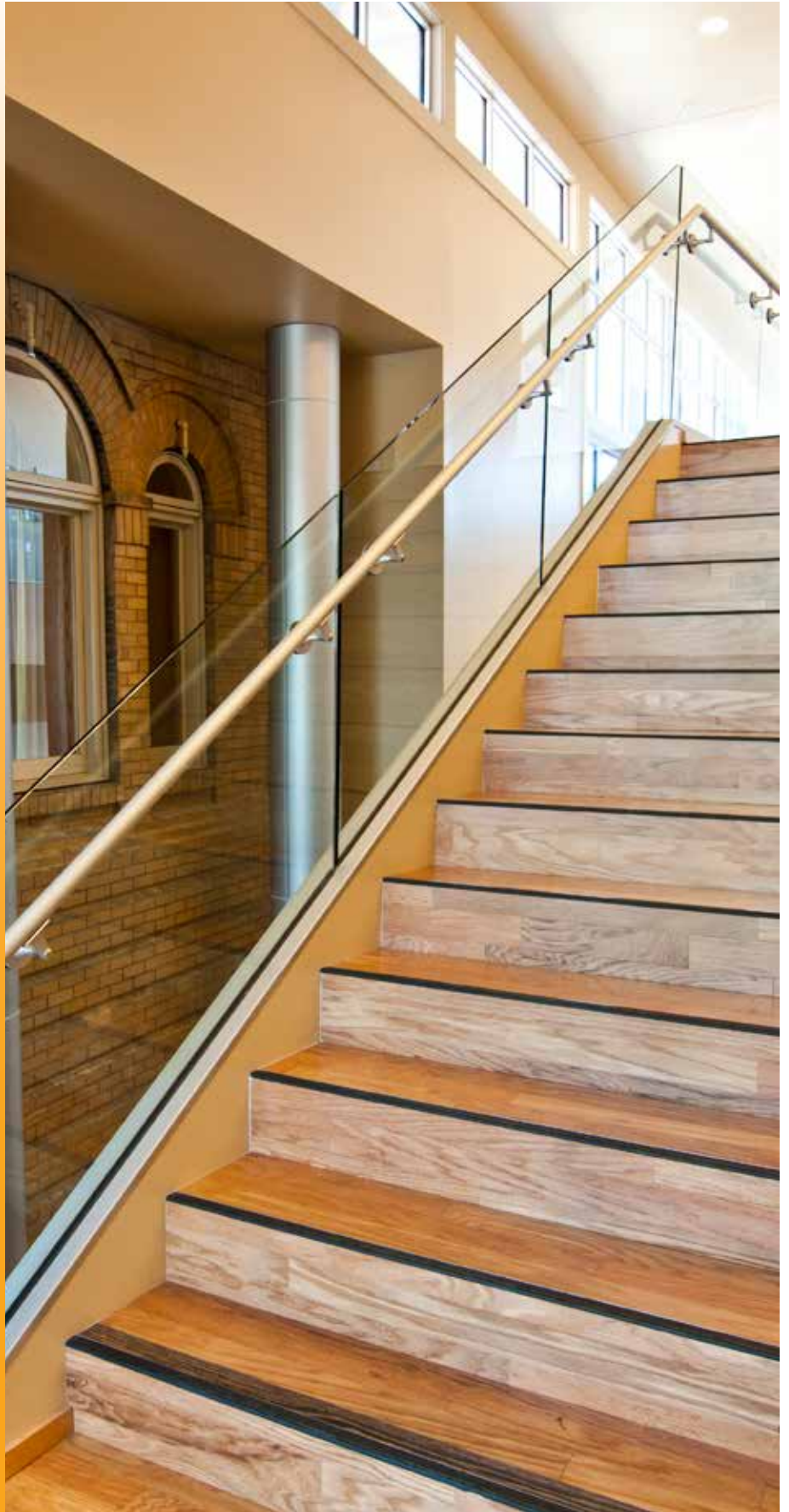
INDOOR TENNIS FACILITY - SPARE TIME  
Sacramento, CA







B | EXPERIENCE AND REFERENCES





## EXPERIENCE AND REFERENCES

### **WMB ARCHITECTS, INC.**

Since 1971 WMB Architects has worked with municipal agencies throughout northern California. Our project experience encompasses master plans, adaptive use renovations and additions to existing facilities as well as new ground-up facilities. Our experience includes public park restroom and pavilion structures completed for both public and private sector clients. WMB is currently servicing indefinite quantity contracts with the Cities of Turlock and Ceres and the Counties of Sacramento, San Joaquin, Nevada and Yolo. Our focus is on responsive, efficient, accurate, sustainable and cost-effective architectural services. The following projects are a representative sample of recent projects which demonstrate the breadth of our experience.



STRAUSS ISLAND AMPHITHEATRE  
City of Elk Grove

## EXPERIENCE AND REFERENCES

### CLIENT

City of Brentwood  
Chris Ehlers, Assistant Director  
925-516-6000  
cehlers@brentwoodca.gov

### PROFESSIONAL SERVICES

Design Development  
Construction Documents  
Construction Administration

### FACILITY SIZE

15,120 sf

### CONSTRUCTION COST

\$4,250,000

### CONSTRUCTION COMPLETION

2018

### PROJECT FEATURES

Open Interior Circulation  
Natural Daylighting  
Interior Glass Overhead Doors  
Exterior Colonnade Structure  
Opening Offices into Patio

### COMMERCIAL/OFFICE

## BRENTWOOD MUNICIPAL SERVICE CENTER

Brentwood, CA



### CLIENT

Chuck Wysong, Executive Director  
831-335-9133

### PROFESSIONAL SERVICES

Master Planning  
Schematic Design  
Construction Documents,  
Permitting  
Construction Admin

### FACILITY SIZE

4,800 s.f. structure  
+ 600 s.f. amphitheater

### CONSTRUCTION COST

\$1.5 million

### PROJECT FEATURES

Basketball court with  
retractable goals  
120-person outdoor amphitheater/  
spectator viewing  
Infrastructure for future  
climbing wall  
Pervious paving for storm  
water retention

### RECREATION

## MISSION SPRINGS SPORTS COURT

Mission Springs, CA



WMB ARCHITECTS



## EXPERIENCE AND REFERENCES

### CLIENT

Mike Aho, Director  
maho@forpd.org | 916-966-1036

### PROFESSIONAL SERVICES

Completed 12 projects with District since 2009:

#### **Amphitheater Services;**

Programming, Master Planning, Schematic Design; in process:

Construction Documents, Permitting, Construction Admin

**SIZE** 7,500 sf. theatre stage/ backstage structure for existing amphitheater seating

**COST** \$5.9 million

### CONSTRUCTION

Scheduled for 2021

### PROJECT FEATURES

Proscenium stage and theatrical rigging for amphitheater drama, music and community events; Stage becomes black-box theatre/ community room in drama off-season; back stage support spaces and outdoor community stage for Village Park

### COMMUNITY

## FAIR OAKS RECREATION & PARKS DISTRICT

Fair Oaks, CA



### CLIENT

City of Palo Alto  
Phil Ciralsky, Project Engineer  
Public Works Department  
(650) 329.2151

### PROFESSIONAL SERVICES

Programming

Design

Construction Documents

Construction Administration

### AREA OF REMODEL

19,500 sf

### CONSTRUCTION COST

\$4.8 million

### CONSTRUCTION COMPLETED

2016

### PROJECT FEATURES

Community Meeting Room

Main Lobby Renovation

Council Chambers Renovation

Revenue / Collections

IT Department, Human Resources

Utilities Department, Purchasing

Conference Rooms

Public Art Coordination

### COMMUNITY

## CITY HALL RENOVATIONS | CITY OF PALO ALTO

Palo Alto, CA

WMB worked with the City of Palo Alto to transform their aging City Hall into a vibrant, welcoming public meeting space.



WMB ARCHITECTS



## EXPERIENCE AND REFERENCES

### CLIENT

Boy Scouts Golden Empire Council  
Laura Lovell, Project Manager  
530-770-1152

### PROFESSIONAL SERVICES

Program development  
Master Planning  
Schematic Design  
Construction Documents  
Permitting

### FACILITY SIZE

1200 sf restroom buildings and  
3200sf Pavilion structures

### CONSTRUCTION

Anticipated 2021  
pending funding availability

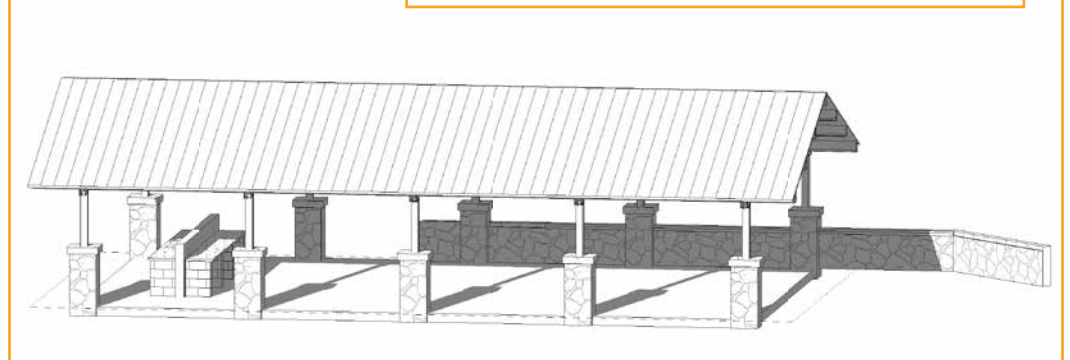
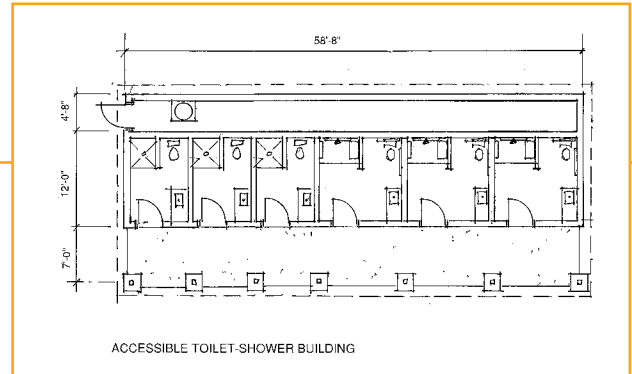
### PROJECT FEATURES

Prototype restroom and pavilion structures. Restrooms – 6 individual toilet/shower rooms serviced by mechanical chase, full tile walls and abuse-resistant fixtures. Pavilions: steel frame gable shelter with concrete floor, meal preparation/service counter and sink, natural stone column bases and lighting.

### COMMERCIAL | RECREATION

## ADVENTURE CENTER – BOY SCOUTS GOLDEN EMPIRE COUNCIL

Sacramento, CA



### CLIENT

City of Stockton  
Laurie Montes  
Deputy City Manager  
(209) 937-8212

### PROFESSIONAL SERVICES

Construction Documents  
Construction Administration

### FACILITY SIZE

9.7 acres

### CONSTRUCTION COST

\$6.5 million

### CONSTRUCTION COMPLETED

1999

### PROJECT FEATURES

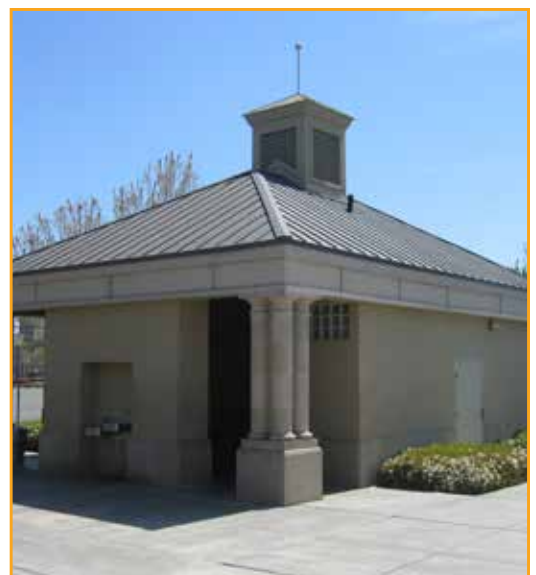
Park building facilities including restroom building, equipment building, and gateway columns

### COMMUNITY | RECREATION

## WEBER POINT EVENTS CENTER

Stockton, CA

Weber Point has become a central focus for downtown Stockton, helping to stimulate the revitalization of a long-neglected downtown and providing a community gathering space and popular event location.



WMB ARCHITECTS



## EXPERIENCE AND REFERENCES

### CLIENT

San Joaquin County

### PROFESSIONAL SERVICES

Architectural Design  
Construction Documents  
Construction Administration

### FACILITY SIZE

15 acre expansion to a  
258 acre regional park

### CONSTRUCTION COST

\$5 million

### CONSTRUCTION COMPLETED

2008

### PROJECT FEATURES

Park building facilities including  
restroom buildings, gate house,  
and pump house

### COMMERCIAL | RECREATION

## MICKE GROVE REGIONAL PARK

Stockton, CA

Design Team architects for a 15 acre, \$5 million expansion to an existing county park including a 3-acre lake, picnic and parking areas, children's water play area, and play areas.



### CLIENT

Fairytale Town  
Kathy Fleming (916) 803-5739

### PROFESSIONAL SERVICES

Programming  
Master Planning  
Conceptual Design  
Construction Documents

### FACILITY SIZE

1/2 acre Expansion  
3,100 sf Story Center  
3,100 sf Admin/Box Office  
15-seat outdoor  
learning classroom

### CONSTRUCTION COST

Estimates \$3.5 million

### COMPLETION DATE

2021

### PROJECT FEATURES

Program space for children's  
learning programs  
Community activity room  
New park entry plaza  
Whimsical Architectural character

### COMMERCIAL | RECREATION

## FAIRYTALE TOWN

Sacramento, CA

Our latest project, scheduled to begin construction in Spring 2020, is the expansion of Fairytale Town located in Land Park, Sacramento, and demonstrates WMB's ability to work with both public and non-profit organizations to help our clients achieve their shared goals.



WMB ARCHITECTS



## EXPERIENCE AND REFERENCES

### CLIENT

Lodi Public Library  
Gary Wiman, City Project Manager  
209-333-6706

### PROFESSIONAL SERVICES

Programming  
Schematic Design  
Construction Documents  
Permitting  
Construction Administration  
Interior Design

### FACILITY SIZE

1,800 sf Interior Renovation  
900 sf Courtyard

### CONSTRUCTION COST

\$2.93 million

### CONSTRUCTION COMPLETED

2009-2018 (Multiple Phases)

### PROJECT FEATURES

Dedicated area for the teens  
Gathering area for grades K-8 for homework assistance  
2 Phased projects renovating the main area and reading rooms

### COMMUNITY

## LODI PUBLIC LIBRARY PHASED RENOVATIONS TEEN@201 | HOMEWORK HELP ROOM

Lodi, CA

WMB has assisted the City of Lodi in helping transform the Lodi Library into a vibrant community center, as it adapts to changing technologies and the role of this important public space.



### CLIENT

City of Turlock  
Eric Picciano  
Chief Building Official  
(209) 668-5560

### PROFESSIONAL SERVICES

Assessment Study  
Stakeholder Workshops  
Programming  
Conceptual Design  
Construction Documents  
Construction Administration  
Interior Design

### FACILITY SIZE

1,320 sf (El Camino)  
1,518 sf (Mayfield)

### CONSTRUCTION COSTS

\$8.6 million (El Camino)  
\$4.8 million (Mayfield)

### CONSTRUCTION COMPLETED

2015 (El Camino)  
2014 (Mayfield)

### COMMUNITY | ARTS CENTER

## PUMP STATIONS AT EL CAMINO PARK & MAYFIELD

Palo Alto, CA

Drawing inspiration for materiality and form from the surrounding vicinity each building's design and function is expressed through its structural clarity and simplicity.



WMB ARCHITECTS

## EXPERIENCE AND REFERENCES

### CLIENT

City of Turlock  
Eric Picciano, Chief Building Official  
(209) 668-5560

### PROFESSIONAL SERVICES

Assessment Study  
Stakeholder Workshops  
Programming  
Conceptual Design  
Construction Documents  
Construction Administration  
Interior Design

### FACILITY SIZE

18,756 sf

### CONSTRUCTION COST

\$5.2 million

### CONSTRUCTION COMPLETED

1999

### PROJECT FEATURES

5,500 sf gallery with movable walls for display options  
Offices and storage, Member's gallery/bookstore, 5,500 s.f. multi-purpose room, Catering kitchen, Plaza with seating and stage for parties, receptions

### COMMUNITY | ARTS CENTER

## CARNEGIE ARTS CENTER

Turlock, CA

The historic Carnegie Arts Center in Turlock serves as a valuable community resource for learning and discovery through the arts, and hosts programs that include dance, music, poetry and theater programs for all ages.



### CLIENT

Funderland Park  
John Edds, Owner  
916-215-2254  
john@funderlandpark.com

### PROFESSIONAL SERVICES

Schematic Design  
Construction Documents  
Permitting  
Construction Admin

### FACILITY SIZE

1,200 s.f. structure

### CONSTRUCTION

Bidding and Construction  
anticipated 2020 subject to COVID

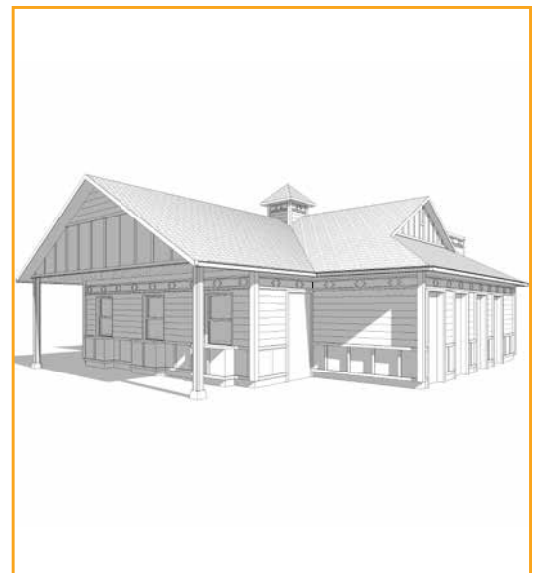
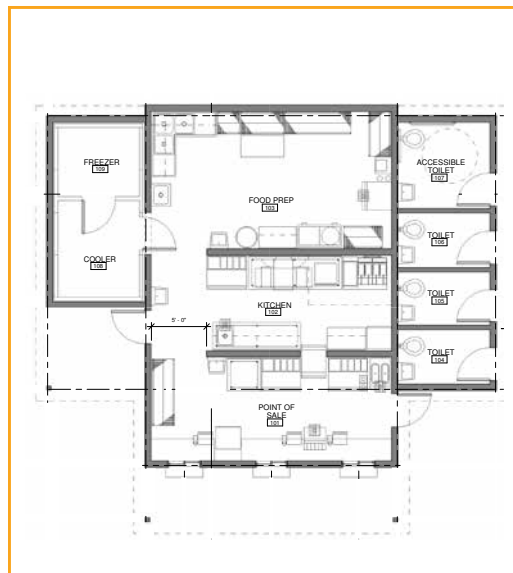
### PROJECT FEATURES

Concession cooking, storage, preparation, scullery and point of sale rooms and equipment with walk-in cooler/freezer unit  
4 public restrooms for park patron use with full tile and abuse-resistant fixtures

### COMMUNITY | ARTS CENTER

## FUNDERLAND

Sacramento, CA



WMB ARCHITECTS

## EXPERIENCE AND REFERENCES

### CLIENT

City of Stockton  
Laurie Montes  
Deputy City Manager  
(209) 937-8212

### PROFESSIONAL SERVICES

Master Planning  
Programming  
Construction Documents  
DSA Permitting  
Construction Administration  
Interior Design

### JOINT USE GYM

#### FACILITY SIZE

15,250 sf

#### CONSTRUCTION COST

\$5.55 million

#### COMPLETION COMPLETED

2010

#### PROJECT FEATURES

Basketball/volleyball gym  
Bleacher seating for 500  
Meeting rooms  
Catering kitchen  
Jointly used by City of Stockton &  
Stockton Unified School District

### NEIGHBORHOOD SERVICE CENTER

#### FACILITY SIZE

6,500 sf

#### CONSTRUCTION COST

\$2.65 million

#### COMPLETION COMPLETED

2007

#### PROJECT FEATURES

Community meeting rooms  
Medical clinics  
Offices for non-profit  
neighborhood service agencies

### COMMUNITY

## JOINT USE GYM

## WILLIAMS BROTHERHOOD PARK

Stockton, CA

A master plan for Williams Brotherhood Park was developed by WMB, resulting in the construction of a Neighborhood Service Center and Joint Use Gymnasium, built in a traditionally underserved community in Stockton.



### COMMUNITY

## NEIGHBORHOOD SERVICE CENTER

## WILLIAMS BROTHERHOOD PARK

Stockton, CA



WMB ARCHITECTS





## C | QUALIFICATIONS OF TEAM



# QUALIFICATIONS OF TEAM

The team at WMB Architects is principal-led which means City parks projects receive leadership with decades of knowledgeable and skilled public project experience. Our architecture and engineering team is composed of highly qualified firms and individuals as shown on the following organizational diagram: firm and individual resumes may be found in the appendix.

## CORDOVA RECREATION & PARK DISTRICT

CITY DEPARTMENTS  
CITY STAFF AND STAKEHOLDERS

### PROJECT MANAGER

City of Roseville

### WMB ARCHITECTS INC.

|                                                                    |                                                          |                                        |
|--------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------|
|                                                                    | TIM MATTHEIS<br>Principal In-Charge<br>Project Architect |                                        |
| MELANIE VIEUX<br>Principal<br>Interior Design<br>Project Architect |                                                          | DOUG DAVIS<br>Project Architect   CASp |
| BRANDON KLEINERT<br>Architect                                      |                                                          | JOEL REHBEN<br>Architect               |

### ENGINEERING SUB CONSULTANTS RETAINED TO FULFILL PROJECT NEEDS

|                                                                                                               |                                                                              |                                                                            |                                                                                               |                                                                                          |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>STRUCTURAL</b><br>Meridian Structural<br>Engineers<br>Folsom<br>Mike Baker, Principal<br>Evan Hamilton, SE | <b>MECHANICAL</b><br>Capitol Engineering<br>Sacramento<br>Kevin Stillman, ME | <b>ELECTRICAL</b><br>Engineering Enterprise<br>Auburn<br>Scott Wheeler, EE | <b>CIVIL</b><br>RFE Engineering<br>Roseville<br>Erik Fanslau, CE<br>William McKinny, Surveyor | <b>COST ESTIMATING</b><br>Silva Cost Consulting<br>Sacramento<br>Javier Silva, Estimator |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

Firm profiles, experience and resumes of key staff can be found in the appendix







## **TIM MATTHEIS | PRINCIPAL IN CHARGE | LEAD PROJECT ARCHITECT**

Principal Tim Mattheis will be the principal-in-charge of all projects contracted with the City. Stationed in the WMB Sacramento office, Tim will be the primary contact for all Roseville parks projects. Tim will be the lead design architect for all architectural, investigation and evaluation projects.

Tim brings 33 years of distinctive experience working with County and City agencies throughout the central valley. Tim's experience encompasses a wide range of architectural projects, from existing facility evaluations and alterations to complex needs assessment programming and new facility architectural design.



## **DOUG DAVIS | PROJECT ARCHITECT - CASP**

Principal architect Doug Davis will be a project architect for City parks projects which require determination of accessibility compliance for alterations of existing facilities. Doug is a Certified Accessibility Specialist licensed with the Department of the State Architect. Doug brings 24 years of architectural experience to Roseville with a diverse range of projects for government agencies.



## **MELANIE VIEUX | PROJECT ARCHITECT - INTERIOR DESIGN**

Principal architect Melanie Vieux heads the WMB Architect Interiors Department. Melanie will be a project architect for parks projects involving interior design, furnishings and space planning such as may be needed for the Children's Art Center. Melanie brings to the County over 28 years of experience in architecture and interior design for government agency projects.



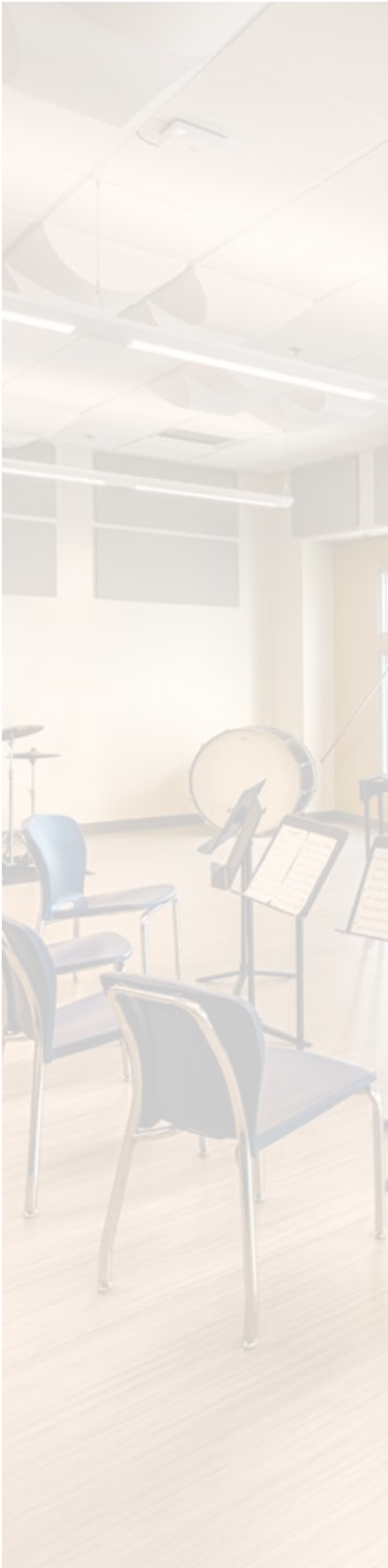
## **BRANDON KLEINART & JOEL REHBEIN | ARCHITECTS**

Brandon and Joel each bring to Roseville parks projects seven years of architectural experience with both public and private sector projects. Their roles include using architectural experience and modeling skills for development of architectural renderings, construction documentation and site/building investigations.

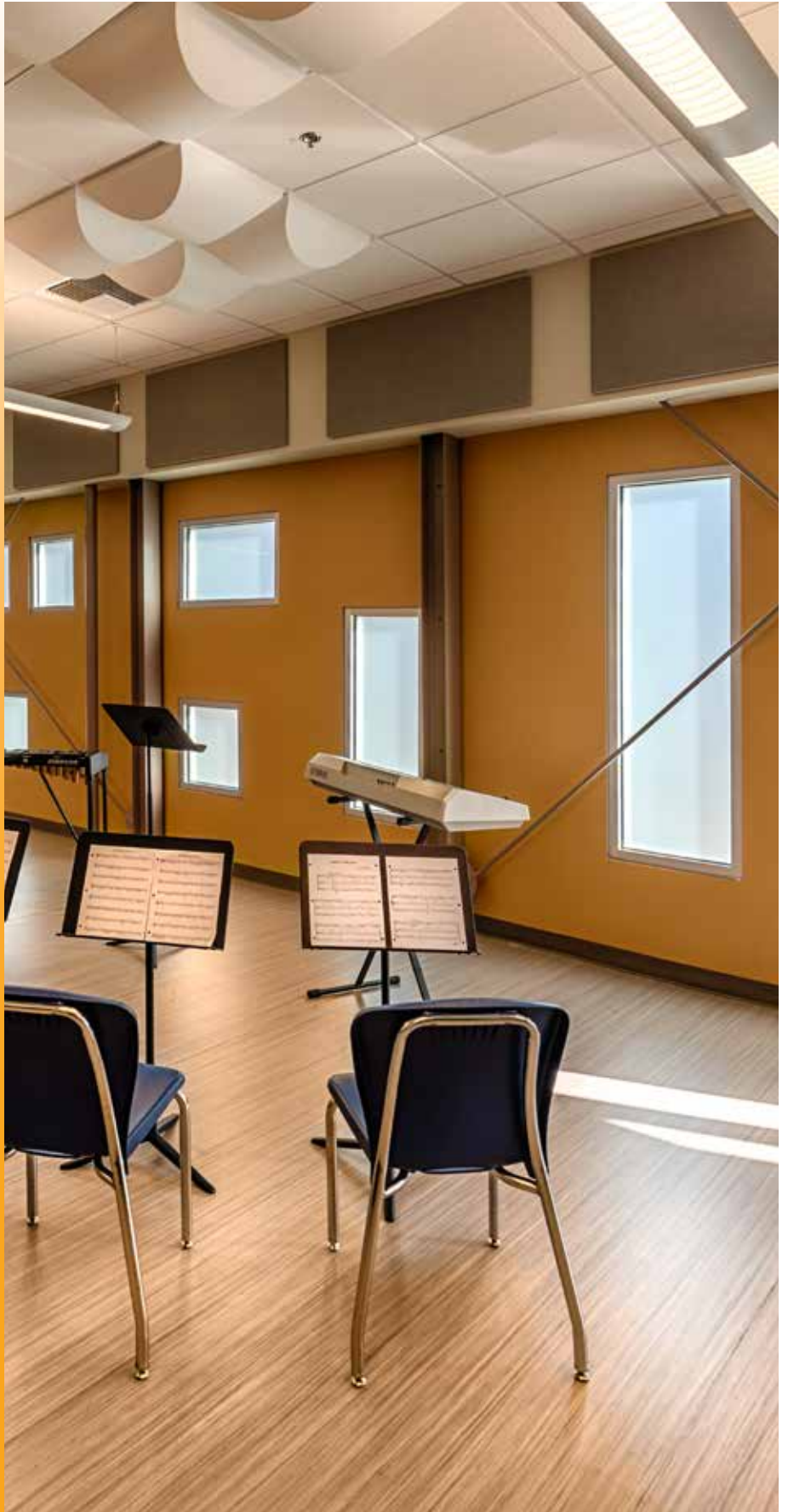
WMB will structure sub-consultants from our engineering team as needed by requirements of each project. Firm profiles and key staffing resumes can be found in the appendix.

- Civil Engineer – RFE Engineering, Roseville
- Structural Engineer – Meridian Structural Engineers, Fair Oaks
- Mechanical Engineer – Capital Engineering, Sacramento
- Electrical Engineer – Engineering Enterprise, Auburn
- Cost Estimation – Silva Cost Consulting, Sacramento





D | METHODOLOGY





TEEN CENTER  
Lodi Library

For all City of Roseville park projects, our mission is to **Create Value by Design** – it is our methodology of approach in shaping all project tasks and workplans. For every project, WMB endeavors to achieve the best value possible for the City to gain the maximum benefit from your expenditure of resources.

On-call, or Indefinite Quantity Architectural Services must respond to a wide range of scope, program components, stakeholders, budgets, timelines and points of engagement each particular to the City's needs as they arise. For all the identified projects- Children's Art Center, standard comfort station plan evaluations, structural rehabilitation projects and various ADA/code compliance projects- and those yet to be identified, we employ guidelines for evaluation and discussion with the City for the development of workplans and schedules for projects as they arise:

- Understand program needs and goals
- Identify all existing information available for the project; plans, studies, partial documents
- Establish stakeholders and decision makers; extent of involvement and roles
- Identify all additional engineering testing and study requirements
- Understand budget expectations and goals; evaluate efficacy, and advise adjustments
- Understand timeline goals and expectations
- Identify the extent, quality and content of deliverables expected
- Establish the preferred/expected project delivery method
- Understand the extent and content of services expected through all phases of project delivery

From our experience in servicing On-Call Architectural Contracts for numerous municipalities we have developed practice efficiencies to achieve maximum project value WMB's ability to perform work rapidly, efficiently and economically begins with Principal-led design teams leveraged with skilled team members and 48 years of organizational efficiencies. WMB has developed office standard practice templates that ensure quality of our product and efficiency in documentation:

- **Procedure Standards** – checklist steps for each Phase of a project
- **Production Standards** – checklists ensuring team coordination and quality in documentation
- **Standard Detail Library** – a resource of commonly utilized details to enhance efficiency
- **Revit Model Standard Templates** – common formats for construction document production, views, notes, symbols and families
- **Code Compliance Checklists** – Planning and building code checklists that speed the code review process while ensuring thoroughness in code compliance
- **Graphic Standards Library** – a library of internal graphic resources, entourage, font and templates that increase efficiency in graphic design exhibits and renderings
- **Master Specifications Library** – a library of detailed construction document specifications that allow rapid editing for specific products and procedures applicable to trade work for any project
- **Sustainability Checklists** – procedures and design checklists to guarantee integration of sustainable practices in design outcomes and final materials and product selection and specification
- **Product and System Resource Library** – a continually updated spreadsheet catalog of companies, products and contact information for quick reference and integration into projects for reliable, cost-effective and quality products and materials.





WMB Architects experience in a wide range of municipal projects and building types will be a key asset to the City of Roseville in delivering quality and timely park projects. In addition to employing our guidelines and documentation efficiencies described above, our team brings distinctive strengths to each of the projects and project areas identified in the RFP:

## **Children's Art Center**

- Experience with numerous existing facility evaluations and implementations and an understanding the 2014 facility report may need to be updated to current code findings
- Experience with renovations/alterations of existing facilities within established budgets
- Cost estimating experience in public sector projects and prevailing wage cost impacts
- A complete team of engineers and interior design specialists to service the identified scope components necessary to open the facility for public use.

## **Standard Comfort Station Plans**

- Experience in developing standard comfort station plans for public use -
- Expertise in evaluations of project plans to evaluate conformance with current 2019 building codes for all disciplines
- CAsp expertise in review of all accessibility code requirements

## **Structural Evaluations and Miscellaneous ADA Code Compliance**

- Distinctive expertise and experience in structural evaluations of existing structures and site structural features
- CAsp expertise to review and evaluate all projects for accessibility compliance
- Cost estimating expertise in public sector project valuations
- Experience and expertise developing construction document packages with a high degree of quality control and efficiency.



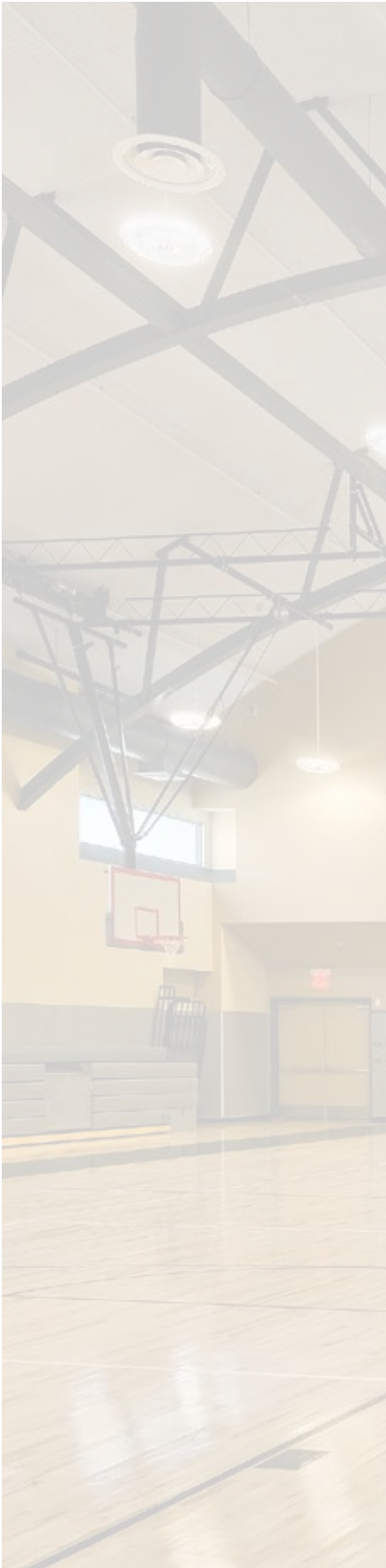
ROSEVILLE CHILDREN'S ART CENTER  
City of Roseville



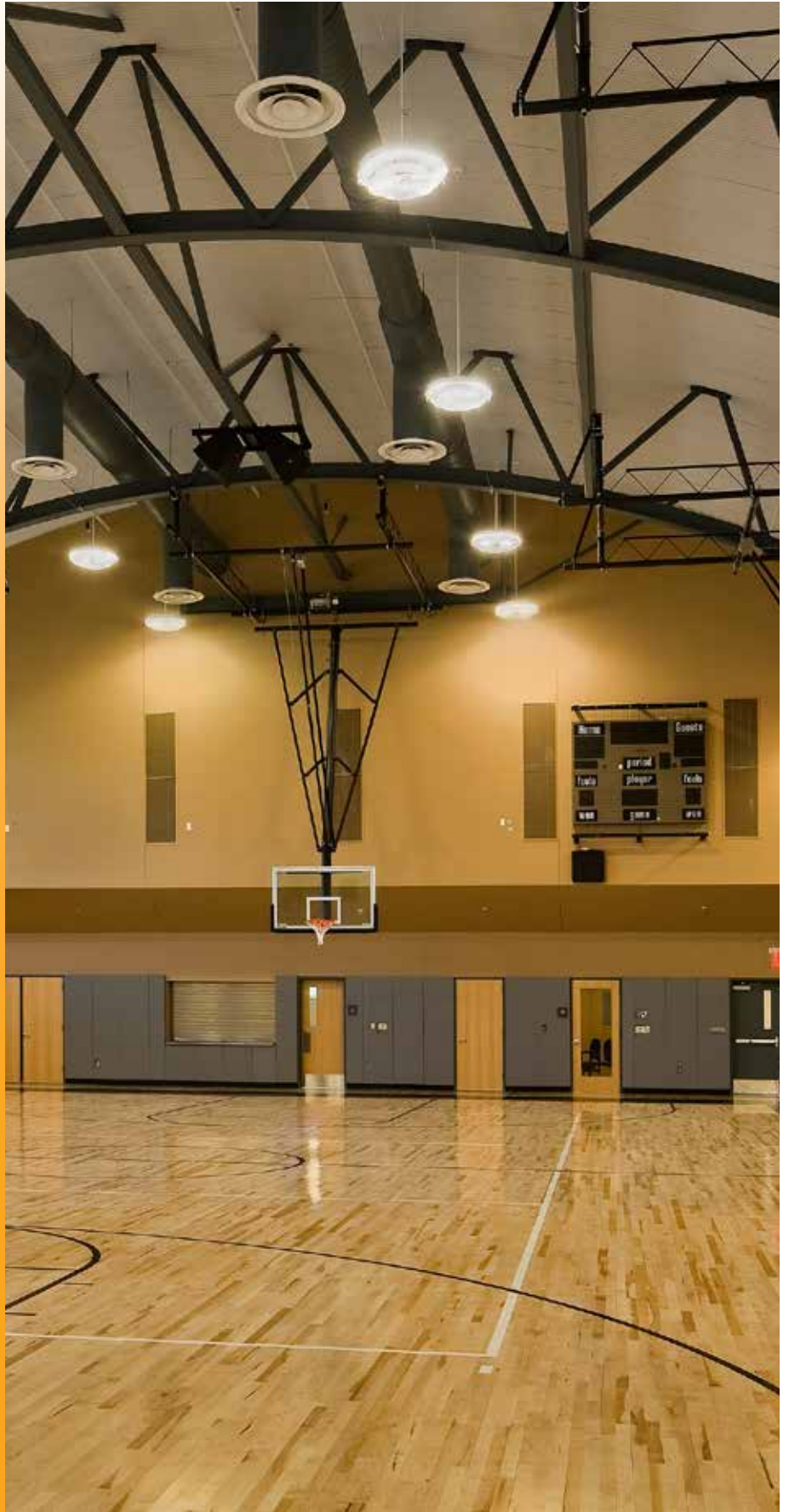
F | HOURLY RATES







G | REQUIRED STATEMENTS/DOCUMENTS



## REQUIRED STATEMENTS/DOCUMENTS

The following statements are made for assurance regarding the requirements in the proposal:

1. The designated project team, including sub-consultants will be used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultants(s) shall not be made without the prior written approval of the City.
2. WMB Architects Inc warrants that no official or employee of the City has an interest, has been employed, or retained to solicit or aid the procuring of the resulting contract, nor shall such person be employed in the performance of such contract without immediate divulgence of such fact to the City. WMB Architects Inc. has no actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City.
3. WMB Architects Inc. has the ability and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.
4. WMB Architects Inc. certifies that nothing in the proposal is proprietary. We understand the proposal submitted will become property of the City after the proposal submission deadline.
5. Executed copy of Proposer's Certification (Attachment A) is on the following page.



JOHNSON RANCH SPORTS CLUB WEIGHT ROOM - SPARE TIME  
Roseville, CA

## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

WMB Architects Inc.

NAME OF BUSINESS

SIGNATURE



Timothy K. Mattheis - Vice President - CA License No. C 16986

NAME & TITLE, TYPED OR PRINTED

2000 L Street Sacramento CA 95811

MAILING ADDRESS

916-254-5546

TELEPHONE NUMBER

tm@wmbarchitects.com

EMAIL

Type of Organization:

\_\_\_\_ Sole Proprietorship

☒ Corporation

\_\_\_\_ State of Incorporation

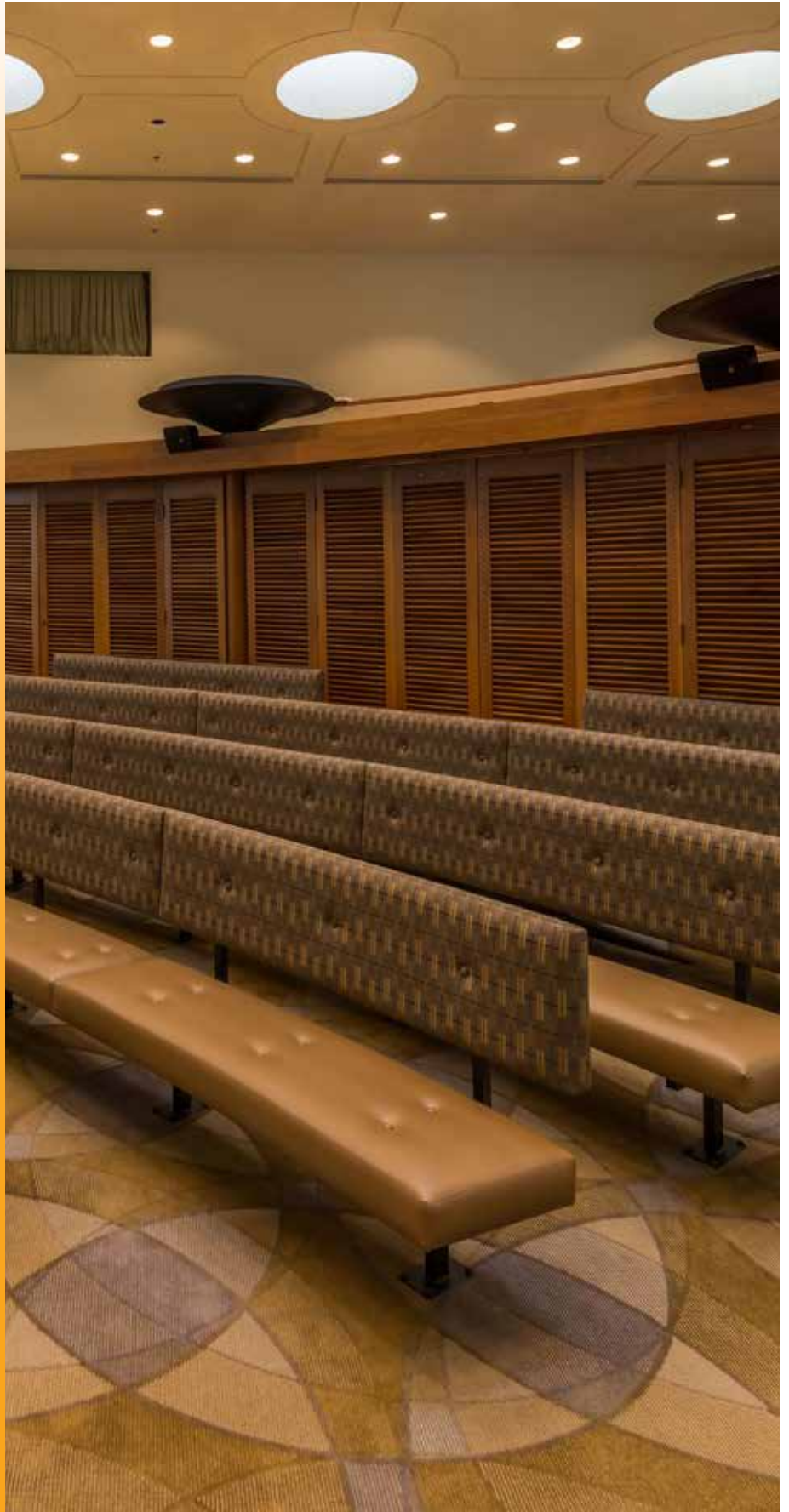
\_\_\_\_ Partnership

\_\_\_\_ Limited Liability Company





H | EXCEPTIONS



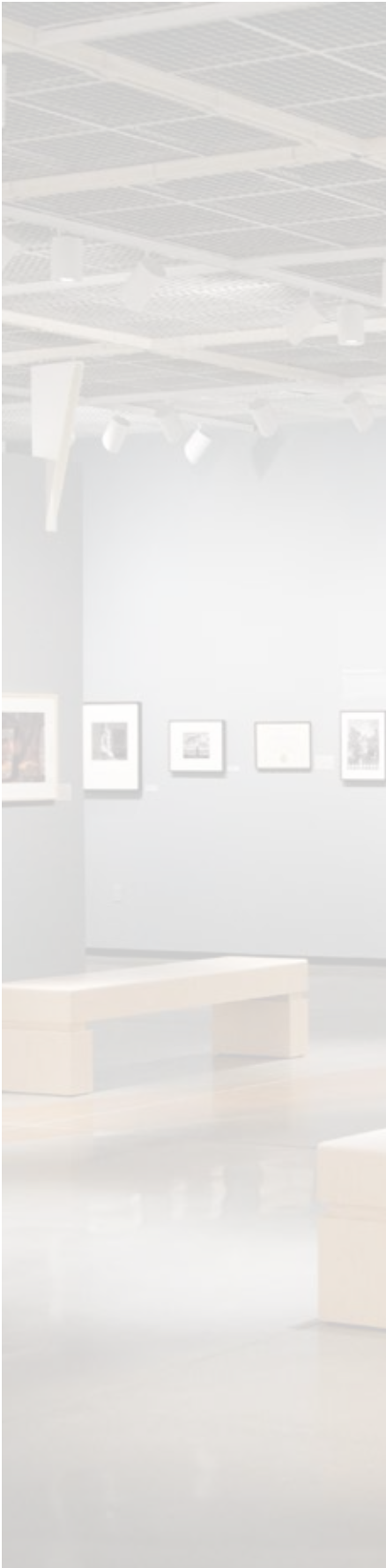
## EXCEPTIONS

WMB Architects Inc. takes no exceptions, alterations or amendments to the Scope of Services, any requirements of the RFP nor the Sample Contract (Attachment B).



JOHNSON RANCH SPORTS CLUB PLAY AREA - SPARE TIME  
Roseville, CA





I | COMPETENCY OF PROPOSERS



## COMPETENCY OF PROPOSERS

WMB Architects Inc warrants that we have the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner.

WMB Architects Inc. has no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations foreclosures nor any similar actions filed or resolved in the past seven (7) years.

WMB Architects Inc. has never had a contract terminated with our firm for breach.



LODI VETERAN'S PLAZA  
City of Lodi





APPENDIX



## TEAM RESUMES



### EDUCATION

BArch 2006 Architecture  
California Polytechnic  
State University  
San Luis Obispo, California

### LICENSE

2010 Architecture, California  
C32747  
NCARB Certification 126266

### ACCREDITATIONS

NCARB Certification



### EDUCATION

BArch 1997 Architecture  
California Polytechnic State  
University  
San Luis Obispo, California

### LICENSE

2000 Architecture, California  
C28324

### ACCREDITATIONS

NCARB Certification 84810  
LEED® AP  
Certified Access Specialist  
CASP-406

## **Timothy Mattheis** **SENIOR PRINCIPAL ARCHITECT | PROJECT ARCHITECT**

### EXPERTISE

Existing Building Systems  
Needs Analysis Programming  
Project Consensus Development  
Design Charrette and Client Workshop Facilitation  
Architectural Design  
Cost Estimating | Value Engineering  
Project Management And Administration

### RELEVANT PROJECTS

Visitors Center & Headquarters | Don Pedro recreation Agency  
Fairytale Town Expansion | Sacramento  
Fair Oaks Recreation and Parks Center Ampitheatre | Fair Oaks  
Fair Oaks Recreation Community Clubhouse Alterations | Fair Oaks  
Heron Landing Community center | Cordova Recreation & Park District | Rancho Cordova  
Nevada County District Attorney Office | Nevada Cite  
Hutchins Street Square Community Center | City of Lodi  
All Veterans Monument | City of Lodi  
McClathy Park | City of Sacramento  
Nevada County Bear River Development | Budget Estimate | Nevada County

## **Doug Davis** **PROJECT ARCHITECT | CASp**

Principal architect Doug Davis will be a project architect for County projects which require determination of accessibility compliance for alterations of existing facilities. Doug is a Certified Accessibility Specialist licensed with the Department of the State Architect. Doug brings 24 years of architectural experience to the County with a diverse range of projects for government agencies.

### RELEVANT PROJECTS

Brentwood Municipal Service Center | Brentwood, CA  
Security Fitness and Training Center | Lawrence Livermore National Laboratory  
Science Museum | City of Livermore  
Public Works Administration Building | City of Manteca  
Animal Control Facility Bridging Documents | City of Manteca  
Corporation Yard Master Plan | City of Manteca  
Central Administration | Water Division Bridging Documents | City of Manteca  
Moffat Community Center Design Build | City of Manteca



## TEAM RESUMES



### EDUCATION

BArch 1992 Architecture  
California Polytechnic State  
University

San Luis Obispo, California

Interior Architectural Design  
California College of the Arts  
Oakland, California

### LICENSE

2006 Architecture, California  
C30857

### ACCREDITATIONS

LEED® AP Professional

### Melanie Vieux

#### INTERIOR DESIGN | PROJECT ARCHITECT

##### EXPERTISE

Architectural Design

Interior Design including:

- Space Planning
- Materials Research and Specification
- Furniture Selection

Historic Restoration Projects

##### RELEVANT PROJECTS

Library Renovation | City of Lodi

Caesar Chavez Library Renovation Projects | City of Stockton

Hutchins Street Square | City of Lodi

Bob Hope Theatre Renovation | City of Stockton

Finance Department Relocation | City of Lodi

Electric Utility Department Remodel | City of Lodi

White Slough Administration Building Remodel | City of Lodi



### EDUCATION

BArch 2013 Architecture  
California Polytechnic State  
University

San Luis Obispo, California

### JOEL REHBEIN | ARCHITECT

##### EXPERIENCE

Project Management

Architectural Design

Digital Modeling and Rendering

BIM Coordination

Engineering Consultant Coordination

Construction Coordination

##### RELEVANT PROJECTS

Fair Oaks Recreation and Parks Center Amphitheatre | Fair Oaks

Fair Oaks Recreation Community Clubhouse Alterations | Fair Oaks

Stockton Education Center – California State University Stanislaus | Stockton

SkyZone Trampoline Park | Stockton

Deer Park Professional Center Facade Improvement | Stockton

RTD Union Transfer Station | Stockton

Katadyn Desalination Office & Manufacturing | Petaluma

Cushman + Wakefield Tenant Improvement | Stockton

ColloTYPE Labels Office & Press Room | Napa





## TEAM RESUMES



### EDUCATION

BArch 2010 Architecture  
California Polytechnic State  
University  
San Luis Obispo, California

### LICENSE

2019 Architecture, California  
C37777

## Brandon Kleinert | ARCHITECT

### EXPERIENCE

Project Management  
Architectural Design  
BIM Coordination  
Engineering Consultant Coordination  
Construction Coordination

### RELEVANT PROJECTS

Municipal Services Center | City of Brentwood  
Manteca Police Department Property Evidence Building | City of Manteca  
Stanislaus Veterans Center Remodel | Stanislaus County  
Mission Springs Sports Court and Amphitheater | Scotts Valley  
Stockton Collegiate International Schools | Stockton



TENNIS AND RECREATION FACILITY  
Diamond Hills Sports Club





## **RFE ENGINEERING, INC**

**Civil Engineers • Planners • Surveyors**

2260 Douglas Blvd, Suite 160, Roseville, CA 95661

Ph: 916-772-7800 Fax: 916-772-7804

[www.RFEengineering.com](http://www.RFEengineering.com)

Single Family Residential  
Multi-Family Residential  
Streets and Highways  
Land Surveying  
Detention and Water Quality  
Commercial-Retail, Office  
Industrial (new and retrofit)  
Design/Build  
Church Facilities  
Educational Facilities  
Health Care Facilities  
Assisted Living  
Hospitality Facilities  
Educational Facilities  
Parks  
Military Housing  
Assessment Districts  
Court Appointed Mediation  
International Experience

### **Firm Profile**

RFE Engineering Inc. is a Certified Small Business/DBE, providing ***civil engineering, planning, and surveying services*** to the private and public sectors. Since 2003 ***RFE has performed over 1,300 public and private projects in California*** and is well versed in agency and municipal standards.

### **Professional Services Offered**

#### *Survey & Planning*

- Boundary and Topographic Surveys
- A.L.T.A. Surveys
- Legal Descriptions & Plats
- Parcel & Subdivision Mapping
- Military Facility Master Planning
- Site Design Layouts
- Parking Lot Planning and Design
- Development Feasibility Analyses
- Property Entitlements
- Boundary Line Adjustments
- Utility Surveys
- Easements
- Right-of-Way Engineering

#### *Design*

- Roadway Design
- Curb, Gutter, & Sidewalk
- Bike & Pedestrian Paths
- Hydrologic & Hydraulic Engineering
- Floodplain Management
- Parks
- Parking Lots
- Schools & Fire Stations
- Water Supply & Distribution
- Permanent Water Quality Treatment
- Wastewater Collection & Disposal
- ADA Design
- Erosion & Sediment Control
- Grading Design
- Agency Processing and Permitting
- Stormwater Pollution Prevention Plans (SWPPP)
- Utility Coordination

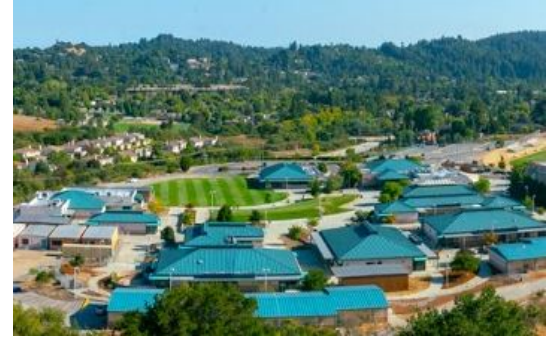
#### *Construction*

- Staking
- Construction Administration
- Project Management
- Construction Inspection

## Parks and Educational Institutions

### Scotts Valley High School Accessibility Review, Scotts Valley, CA

This project included modifications to an existing high school campus, to change portions of the site that were not consistent with federal accessibility requirements. Work included site survey and civil design for the applicable repairs. Site design included sidewalk, hardscape, parking, site signage and drainage required to bring the site into compliance with current accessibility requirements. Robert coordinated approval of the contract documents with the owner and the State Architect. RFE also provided construction assistance as needed.



Contact: John Waite Scotts Valley High School [jwaite@scottsvalleysd.org](mailto:jwaite@scottsvalleysd.org)



### Bikeway, Darling Drive to Douglas Boulevard, Roseville, CA

Civil engineering design of approximately 2,000 LF of Class II bikeway along Dry Creek in the City of Roseville. Specific services provided included grading and paving Plans, horizontal control plans, construction details, and permitting & approval process.

Contact: City of Roseville Parks Department 916-772-7529

### Fiddymment Ranch Park, Roseville, CA

Grading, erosion, and drainage plans provided for park site in Fiddymment Farms development. Supplemental field topographic survey was also performed. Construction details, stormwater pollution prevention plan (SWPPP), and construction staking were provided as

Contact: Michael Shular, MSLA 916-989-3372



well.



### 995 Loring Park, Crockett, CA

Grading and drainage plans provided for an event and park space in Crockett, California.

Contact: Michael Shular, MSLA 916-989-3372



### **Whitney Ranch Park & Clubhouse, Rocklin, CA**

For multiple phases of this residential/community space development in Rocklin, CA, RFE provided boundary and topographic surveys, accessibility plans, grading, drainage, sewer, water, and erosion control plans, civil construction documents, and construction administration. The project consisted of community park space and a community clubhouse.

Contact: Don Burton, Burton Communities (916) 705-9124



### **Roosevelt Park Rehabilitation, Sacramento, CA**

Stake location of a new chain link fence backstop for rehabilitation of Roosevelt Park in Sacramento, CA.

Contact: Rick Correa [Rick@parkerlandbiz.com](mailto:Rick@parkerlandbiz.com)



### **Davies Park, Folsom, CA**

Design services, topographic survey, grading and storm drainage plans, demolition plan, signage, and striping for Davies Park in Folsom, CA.

Contact: Jim Simpson, Folsom Parks & Recreation, 916-355-7249





# Erik Fanselau, P.E. CFM, LEED AP

## **Education**

B.S., Civil Engineering,  
California State  
University, Sacramento

## **Registrations**

Civil Engineer, California  
(64814)  
Colorado (40007)  
Certified Floodplain Manager  
LEED AP 10591588

## **Expertise**

Grading & Drainage Design  
Hydrology / Hydraulics  
Stormwater Quality  
SWPPP Preparation  
Utility Design  
Roadway Design

## **About**

Erik has 20 years' experience in water resources, project management, and utility coordination. Expertise includes financial management, invoicing, managing design staff, preparing scope and fee estimates, client and stakeholder coordination, drainage design, preparation of SWPPPs, water quality design, utility coordination, pipeline rehabilitation, pump station design, and erosion control plans.

## **Project Experience**

### **T-38 Aircraft Parking Pad Replacement, Beale AFB, Wheatland, CA**

Civil design lead on a design/build project for the concrete slab replacement, utility conduits, and aircraft shelter installation.

### **Dock 7 Hangar Improvements, Beale AFB, CA (Design/Build)**

Performed the survey and civil design on a design/build project to improve an existing hangar and support facilities. Work included new water and drainage facilities, fire water storage tank, street paving, fire pump, fire suppression system, and tenant improvements.

### **Sacred Oaks Youth Treatment Center, Fire Assessment, Davis, CA**

Prepared a fire and emergency needs assessment study for a new Indian Health Service youth treatment facility. The purpose of the study was to estimate emergency services and fire response demands and calculate what the financial impact on the West Plainfield Fire Protection District. This was used to determine what additional resources would be needed to serve the new youth treatment facility.

### **County Road 31 Improvements, Davis, CA**

Project manager for 1000 feet of road widening and left-turn lane addition for a new medical treatment facility for the U.S. Department of Indian Health Service. The project also included field survey and traffic control design. Roadway design calculations included taper length, acceleration length, and deceleration length, storage, and bay taper. Coordination with the onsite design was also necessary.

### **Wastewater On-Call, City/County Denver, CO**

Project manager of a multi-discipline, multi-firm team providing task order services including roadway, environmental, drainage, water, drainage, survey, and utilities.

### **General Engineering On-Call, Monument, CO**

Project manager of a multi-discipline, multi-firm team providing task order services including roadway, environmental, drainage, water, drainage, structural, traffic, construction management, survey, and utilities.

### **General Engineering On-Call, Fountain, CO**

Project manager of a multi-discipline, multi-firm team providing task order services including roadway, environmental, drainage, water, drainage, structural, traffic, construction management, survey, and utilities.

### **Hazel Ave Bridge Widening, Sacramento, CA**

Prepared drainage report, drainage plans, and erosion control plans for the Hazel Ave Widening project. Scope of project included over two miles of road widening in eastern Sacramento County. Road was widened from four lanes to six lanes which included the widening of the bridge over the American River.

### **R Line Light Rail Transit, Denver, CO**

Deputy Project Manager and Drainage/Utilities Design Lead for \$750 million design/build



**RFE ENGINEERING, INC**

*Providing Quality and Value with Integrity Since 2003*

Page 1





## **FIRM PROFILE**

Meridian Structural Engineers, Inc. was established in 2013 by a co-owner of the firm formerly known as Baker Guptil Structural Designs, Inc. which was established in 2005. Meridian Structural Engineers, Inc. operates to provide high-quality structural engineering for most types of structures and anchorage of equipment. Known for outstanding service, we are committed to providing each client with personal, dedicated, and inspiring engineering solutions.

We build ongoing relationships with our clients, earning their trust and referrals. Our smooth and efficient project management has been critical to the success of Meridian, particularly in today's market. We continue to be proactive, acting as advocates for our clients and maintaining our close collaboration with all consultants on the team.

Our experience includes a wide variety of structural engineering applications including education (DSA), medical (OSHDP), commercial, industrial, historical, retail, mixed-use, religious, and multi-family housing. We have design experience with multiple structural materials including structural steel, light gauge steel, reinforced concrete, timber and CMU with projects ranging from very basic to the most complex. Our projects include new designs, modernizations, additions, evaluations and retrofits of existing structures, including historical. We have worked with design professionals, developers, state and local agencies, municipalities, armed forces, and hospital and school districts throughout California along with other states.



## RELEVANT PROJECTS

**Mark Twain Medical Center ED Entry Canopy** • San Andreas, CA • New Steel Framed Canopy

**Granite Bay Park** • Granite Bay, CA • New Wood and Steel Framed Shade Structure and Flag Foundation Design for Walk of Honor

**Sonora Sheriff Office** • Sonora, CA • Re-roof and Roof Truss Repair of Sheriff Building

**County of Calaveras** • San Andreas, CA • Remodel of Administration Building with Structural Modifications and Mechanical Upgrades, New Exhaust System for Equipment Service Center Building

**Camino Union Elementary School** • Camino, CA • New Steel Framed Trellis, Shade Structure and Retaining Wall

**Calaveras Humane Society** • Angels Camp, CA • Remodel and Renovation of an Existing Wood Framed Building

**SLT Resource Recovery Building** • South Lake Tahoe, CA • New 32,000 Square Foot Structure

**SLT Refuse Truck Yard** • South Lake Tahoe, CA • Four New Structures Totaling 10,000 Square Feet

**James Dalton Medical Offices** • Angels Camp, CA • New 10,200 Square Foot OSHPD 3 Medical Office Building

**Mark Twain Family Medical Center** • Valley Springs, CA • New 10,100 Square Foot Medical Office Building with Dental

**Bel-Vue Historic Building** • Sacramento, CA • Seismic Retrofit of a Three-Story Unreinforced Masonry Building

**Mark Twain Medical Center / Dignity Health** • San Andreas, CA • R/F Replacement, CT Replacement, Masterplan, Pharmacy Upgrades, Clinic OSHPD 3 Upgrades

**Burney Health Care / Mountain Valleys Health Centers** • Burney, CA • Building Addition and Renovation, OSHPD 3 Medical and Dental

**Murieta Center Offices & Food Service** • Murieta, CA • New 14,000 Square Foot 2 Story Structure

**Sierra Outdoor School** • Sonora, CA • New Kitchen and Dining Hall, Dormitory Addition and Remodel

**B & G Building** • Sacramento, CA • Addition, Renovation and Seismic Retrofit of an Existing Three-Story Unreinforced Masonry Building



**Mike Baker, SE**

Mike is the President and CEO of Meridian Structural Engineers, Inc. in Folsom, CA. Mike brings twenty-three plus years of structural engineering and project management to all projects. His design experience includes commercial, retail, historical, and multi-family housing with an emphasis on educational, hospital and medical facilities. He has vast experience in developing all phases of construction documents and seeing those projects through the construction phase. Mike constantly works to ensure client satisfaction by completing projects on schedule using the most recent design and analysis techniques. He expands his engineering knowledge through seminars and his twenty-three-year membership in SEAOC.

An exceptional leader and strong communicator, Mike is known for using his interpersonal strengths to foster smooth teamwork among project designers, owners, and contractors. He knows that collaboration is the key to success.

Mike loves the challenge that every new project brings and always looks forward to pioneering innovative structural solutions that integrate the most effective new technologies. His high-caliber work is reflected by his meticulous documentation and comprehensive support during each project, from execution through completion.

## **EDUCATION**

Bachelor of Science, Civil Engineering – California State University, Sacramento

## **CERTIFICATION**

California Licensed Structural Engineer S4721

California Licensed Civil Engineer C60295



**Evan Hamilton, CE**

Evan is a licensed professional engineer with more than ten years of design and project management experience. He is a member of the American Society of Civil Engineers and holds a bachelor's degree in civil engineering from San Jose State University.

Evan's design experience includes commercial, retail, multi-family housing, educational, hospital, medical clinics and historical. He has worked with masonry, concrete and steel, and has extensive experience with timber.

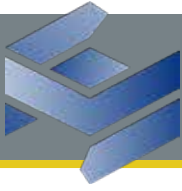
As a creative and innovative engineer, Evan brings efficient designs to the team from the schematic phase through the construction phases. He has excellent communication skills with all team members including project designers, owners, and contractors. He knows the communication is an important part to a successful project.

## **EDUCATION**

Bachelor of Science, Civil Engineering – California State University, San Jose

## **CERTIFICATION**

California Licensed Civil Engineer C80719



# Firm Overview

## Culture

### INTRODUCTION

Capital has provided professional mechanical engineering services since 1947. For over seven decades, Capital has developed strong and enduring partnerships with architects, owners, construction managers, and contractors in the design and construction of civic and government projects.

### CULTURAL EXPERIENCE

Cultural and historical facilities including museums, historical monuments, religious facilities, parks, libraries, exhibit halls, theaters and performing arts all have unique and often highly specialized mechanical needs. Capital has relevant experience in each of these project types, having been involved in numerous cultural facility designs and historical restoration projects over the

history of the firm.

### STAFF

We currently have over 50 employees, including 16 registered Professional Engineers, 10 LEED Accredited Professionals, 4 Certified Commissioning Authorities, 3 Certified Plumbing Engineers, 2 field services personnel, technicians and support staff.

### SERVICES

Capital offers the following standard and signature services:

- |                                                |                                                |
|------------------------------------------------|------------------------------------------------|
| » Mechanical Engineering                       | » LEED Consulting and Project Management       |
| » Plumbing Engineering                         | » Whole Building Commissioning                 |
| » Fire Sprinkler Design                        | » Energy Modeling and Life-Cycle Cost Analysis |
| » Facility Standards and Master Specifications | » Energy Management Control Systems            |
| » Sustainable Design and Green Engineering     | » Cogeneration and Renewable Energy Solutions  |
| » Site Utilities and Infrastructure            |                                                |
| » Foodservice Kitchen Consulting and Design    |                                                |



John Muir National Historic Site,  
Martinez

### MEMBERSHIPS AND PROFESSIONAL AFFILIATIONS

Our staff is active on various boards, commissions and committees, including:

- |                                                                             |                                                                                                  |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| » American Consulting Engineers Council                                     | » California Office of Statewide Health Planning and Development: Hospital Building Safety Board |
| » American Society of Heating, Refrigerating and Air-Conditioning Engineers | » Construction Specifications Institute                                                          |
| » American Society of Plumbing Engineers                                    | » Consulting Engineers and Land Surveyors of California                                          |
| » Associated Air Balance Council: Building Commissioning                    | » Division of the State Architect Advisory Board                                                 |
| » Association of Energy Engineers                                           | » National Institute of Building Sciences                                                        |
| » Building Seismic Safety Council                                           | » State of California Field Act Advisory Board                                                   |
| » California Building Standards Commission: Health Facilities Code Advisory | » State of California Seismic Safety Commission                                                  |
|                                                                             | » U.S. Green Building Council                                                                    |



Grand Canyon National Park Museum, Arizona  
Sacramento



Railroad Technology Museum, Sacramento



State Capitol,



## REPRESENTATIVE PROJECT EXPERIENCE

Capital has provided professional engineering consulting services throughout California and Northern Nevada since 1947. For nearly 7 decades, Capital has developed strong relationships with architects, construction managers, contractors, county facilities teams, and county officials in the design and construction of civic and government facilities for Placer County.

- » Adult Correctional Facility Boiler Replacement, Roseville Animal Shelter, Auburn
- » Assessor Office Finance Administration Remodel, Auburn
- » Auburn Justice Center Operations and Maintenance Evaluation
- » Children's Emergency Shelter, Auburn
- » Auburn Memorial Hall HVAC Upgrades
- » Clerk Recorder Elections Addition, Auburn
- » CNG Maintenance Garage, Auburn
- » Communications and Information Technology Building
- » Community Development Resource Agency, Auburn
- » County Jail, Auburn
  - Intake and Release
  - Modifications
  - Security Controls Upgrade
- » Detention Facility Peer Review, Auburn
- » Finance Administration Building, Auburn
  - Test Network HVAC
  - Chiller Plant Study
  - Data Center Evaluation
  - Level 2 Air Balance, Auburn
  - TES Tank Replacement
- » Government Center Master Plan
- » Health & Human Services
  - Facility Programming
  - New Generator
- » Kings Beach Building Mechanical Assessment
- » Land Development Building, Auburn
  - Maintenance Evaluation
- » Main Jail Kitchen Assessment, Roseville
- » New Housing Unit #4, Auburn
- » Office of Education, Auburn
  - Interior Modifications
  - Special Education Program
  - Utility Room Addition
- » Preventative Maintenance Plan Consulting, Auburn
- » Psychiatric Health Facility Remodel, Roseville
- » South Placer Adult Correctional Facility, Roseville





# Kevin Stillman, ME, LEED AP

Principal, Civic + Government Team

## EDUCATION

Bachelor of Science, Mechanical Engineering Technology, 2002, California Polytechnic State University, San Luis Obispo

## PROFESSIONAL REGISTRATION

Professional Engineer, Registration #M33498, California

LEED Accredited Professional

## AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers

U.S. Green Building Council

## EXPERIENCE AND BACKGROUND

Mr. Stillman has served as Mechanical Engineer and Project Manager since joining the Capital team in 2002. His responsibilities include day-to-day project management for the mechanical engineering design team, design concept development, engineering and documentation management and general project administration. Kevin has been a licensed Professional Engineer in the State of California since 2006.



SMUD Headquarters Rehabilitation, Sacramento

## SUMMARY OF RELEVANT PROJECTS

- » SMUD Headquarters Rehabilitation, Sacramento
- » Power-House Science Center Museum, Sacramento
- » California State Capitol, Sacramento
- » Cathedral of the Blessed Sacrament, Sacramento
- » Fausel Professional Building, Placerville
- » Sacramento City Hall, Sacramento
- » Sacramento Memorial Auditorium, Sacramento
- » Wilson McConnel House, Columbia State Park
- » American River College Performing Arts Building, Los Rios Community College District
- » Antelope High School Performing Arts Building, Roseville Joint Union High School District
- » Cosumnes River College Performing Arts Building, Los Rios Community College District
- » Roseville High School Performing Arts Building, Roseville Union High School District
- » Sacramento Convention Center Theatre, Sacramento
- » University of the Pacific Conservatory of Music Programming, Stockton
- » Folsom Public Library, Folsom
- » California Highway Patrol Field Office, Stockton
- » California Highway Patrol Field Office, Stockton
- » City of Sacramento 911 Call Center, Sacramento
- » East Valley Water District Sterling Natural Resources Center & Operations Center, San Bernardino
- » El Dorado County Public Safety Facility, Diamond Springs
- » Jackson Rancheria Public Safety Building, Jackson
- » Placer County Assessor Finance Administration Building, Auburn
- » Placer County Community Development Resource Agency, Auburn
- » Sacramento County Office Building and Corporation Yard, Sacramento
- » Sacramento Regional County Sanitation District, Sacramento
- » Santa Clara County Office of Education, San Jose
- » Turlock Irrigation District Operations Center, Turlock



## The Engineering Enterprise

1305 Marina Village Parkway, Alameda, CA 94501 (510) 769-7600 Fax: (510)769-1261  
1125 High Street, Auburn, CA 95603 (530) 886-8556 Fax: (530)886-8557  
www.engent.com

### FIRM OVERVIEW

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The Engineering Enterprise, a consulting electrical and low voltage design engineering firm founded on March 17, 1974, is dedicated to providing services of unique quality and range. Recently ranked as the 36<sup>th</sup> largest Electrical Design Firm in North America by EC&M Magazine, TEE has forty-one employees in two offices to serve the Northern California market. Our Auburn office serves the Sacramento and Central Valley areas and our Alameda office serves the San Francisco Bay Area.

The Engineering Enterprise provides the following basic and specialty design services:

- Electrical Engineering
- Lighting & Lighting Control Systems
- Fire Alarm and Life Safety Systems
- Security Systems
- Telecommunication and Data Distribution Systems
- Communication Systems
- Data Center Consultation
- Special Power Conditioning Systems
- Energy Conservation Analysis
- Low Voltage Design
- Equipment Acceptance and Maintenance Testing Coordination

Our electrical design and engineering experience is significant and includes numerous types of projects, both renovation and new construction, ranging from small retail stores to large office campus facilities. This list encompasses auditorium, civic, convention, data center, detention, educational, healthcare, hospitality, housing, industrial, laboratory, library, low rise and high-rise offices, parking structures, recreational, theatrical, retail and transportation facilities located throughout the United States and in several foreign countries. As a firm, we hold a membership in the United States Green Building Council, and multiple members of our staff are LEED™ (Leadership in Energy & Environmental Design) accredited professionals. TEE has been and continues to be involved in numerous LEED™ projects, among them U.C. Merced Housing 4: The Summits and U.C. Merced Social Science & Management Building, Chartwell School and Capital Area East End, which have all been awarded LEED™ Platinum Certification. These projects form part of an elite list of buildings in California to receive this distinction.

As a firm, we hold a membership in the United States Green Building Council, and multiple members of our staff are LEED™ (Leadership in Energy & Environmental Design) accredited professionals. Due to the unique experience and diversity within The Engineering Enterprise, the firm is able to offer specialized design services tailored to the client's needs. The primary goal of The Engineering Enterprise is to produce designs that accommodate the client's needs and are technically sound, innovative, cost effective and completed on schedule. Nothing speaks more to the success of our design philosophy than the fact that 95% of our work comes to us through repeat clientele.



*Maidu Regional Park, Roseville, CA*



*Oak Street Parking Garage, Roseville, CA*



*Roseville Fire Station #7, Roseville, CA*



## Education / Training

- BS, Electrical Engineering, 1993, California Polytechnic State University, San Luis Obispo

## Registrations

- Professional Engineer, #E15491, California
- LEED Accredited Professional, U.S. Green Building Council

## Affiliations

- Institute of Electrical and Electronic Engineers
- US Green Building Council

## Total Years of Experience

- 26

## Total Years at TEE

- 25

## Scott D. Wheeler, P.E., LEED® AP

### Principal in Charge

Scott brings 26 years of electrical design experience. A LEED Accredited Professional and active member of the US Green Building Council, Scott joined The Engineering Enterprise in 1994 and opened the Sacramento Area office in 2000. He began his electrical career as a field electrician working on a variety of commercial and light industrial projects. This acquired field experience has helped him apply a practical approach to the engineering design process. He continues to expand his knowledge and skills in the areas of electrical, life safety, lighting and power distribution system design through his work on a variety of commercial office, university/school, healthcare and data center/server room projects.

### Representative Project Experience

- City of Roseville Oak Street Parking Structure, Roseville, CA
- City of Roseville Fire Station #1 Relocation, Roseville, CA
- City of Roseville Fire Station #7, Roseville, CA
- City of Roseville Fire Station #9, Roseville, CA
- Placer County Dry Creek Fire Station, Roseville, CA
- Roseville JUHSD Westpark Area High School Phases I & II, Roseville, CA
- Roseville JUHSD Oakmont High School Master Plan, Roseville, CA
- Maidu Park, Roseville, CA
- Antelope Community Park & Aquatic Center, Antelope, CA
- West Sacramento Recreation & Aquatic Center, West Sacramento, CA
- Stanford University Aquatics Complex Expansion, Palo Alto, CA
- Bear River High School Aquatics Center, Grass Valley, CA
- Truckee High School Aquatic Center, Truckee, CA
- Burgess Park Pool, Menlo Park, CA
- Tri Cities Corporation Community Center, Newark, CA
- The Salvation Army Red Shield Community Center, Los Angeles, CA
- Love Building Community Center Conversion, Grass Valley, CA
- Arnold Rue Community Center, Stockton, CA
- Truckee Community Recreation Center, Truckee, CA
- Panella Park Community Center, Stockton, CA
- Auburn Park Preserve, Auburn, CA
- Mono Lake Outdoor Education Center, Mono Lake, CA
- Falati Neighborhood Park, Fairfield, CA
- Lincoln Regional Park, Lincoln, CA
- Sierra College, Nevada County Campus Health and Physical Education Center, Grass Valley, CA
- Yuba Community College Physical Education Complex, Marysville, CA
- Granite Bay High School Science Building, Granite Bay, CA
- Rusch Park Baseball Field Lighting, Citrus Heights, CA
- New San Francisco 49ers Santa Clara Stadium Lighting, Santa Clara, CA
- Forrest Hill High School Football Field Lighting, Auburn, CA
- CSU Sacramento Baseball Field Batting Cage Lighting & Power, Sacramento, CA



# SILVA COST CONSULTING

## FIRM OVERVIEW

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Silva Cost Consulting, Inc. was formed on April 1, 2002, to provide architects, owners, engineers, etc. throughout the state of California with accurate cost estimates that represent the current bid market.

### Contact

Javier Silva, Principal – CPE  
[jsilva@silvacostconsulting.com](mailto:jsilva@silvacostconsulting.com)  
Silva Cost Consulting, Inc.  
1521 Corporate Way, Suite 210  
Sacramento, CA 95831  
F: 916-444-1130

### Certifications:

Silva Cost Consulting is a certified SBE/DBE with the following agencies:

- State of California Department of General Services
- California Department of Transportation under the UPC.

### Services

Silva Cost Consulting, Inc. offers cost estimating services for a wide variety of project types, including:

- ❖ University Projects
- ❖ Community Centers
- ❖ K-12 Schools
- ❖ Civic Projects
- ❖ Correctional/Judicial
- ❖ Military Facilities
- ❖ Laboratories
- ❖ Data Centers
- ❖ Healthcare

Silva Cost Consulting, Inc. has been providing estimates since 2002 to various clients throughout the states of California, Nevada, Arizona, Denver, Utah and Hawaii.

To date we have estimated over 1,000 projects for a total of \$10 billion in construction costs. We have real world experience doing hard bidding and negotiated work for general contractors. With a keen eye on the construction market, our estimates usually come within 3% - 5% of actual bids.



# SILVA COST CONSULTING

## RESUME

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**Name:** Javier Silva – CPE, Principal

**CPE No.:** 1.4-000877-0812

**Degree:** B.S. Construction Management  
California Polytechnic State University  
San Luis Obispo, CA  
June 1995



Javier has 24 years of estimating experience and a proven track record for preparing quality and accurate estimates for his clients. Javier has been involved in the estimating and management of \$10 billion dollars in construction projects. These projects include a wide variety of types including: Libraries, Rec Centers, K-12 school, community colleges, universities, correctional/judicial, medical, commercial, civic, and retail. Javier gained his experience by working for some of California's largest construction management and general contracting firms. To further solidify his understanding of construction estimating, he spent time in the field in a project management role. It is Javier's current responsibility to perform all estimating and marketing duties for Silva Cost Consulting, Inc.

Silva Cost Consulting, Inc. is a certified Disadvantage Business Enterprise (DBE) with the Department of Transportation under the Unified Certification Program (UCP).

**Contact:** 1521 Corporate Way, Suite 210, Sacramento, CA 95831  
916-444-1130  
916-444-1131  
jsilva@silvacostconsulting.com

**Projects:** Folsom Zoo ADA Upgrades  
Emeryville City Hall ADA Upgrades  
Roseville Park & Rec HVAC/Structural Renovations  
Corte Madera School Children's Art/Makers Classrooms  
Ormondale School Children's Art/Makers Classrooms  
Sacramento Amtrak Station Seismic Upgrade

## EXHIBIT “B”

# HOURLY RATES

## REIMBURSABLE EXPENSE RATES

Reimbursable Expenses include actual expenditures incurred in the interest of the project

24x36 Black & White Plot \$2.50 sheet

30x42 Black & White Plot \$3.00 sheet

### Copies - Black & White

8.5x11 \$.12 sheet

12x18 \$.30 sheet

### Copies - Color

8.5x11 \$.30 copy

12x18 \$.50 copy

24x36 Color Photo Quality Paper  
\$60.00 sheet

24x36 Color Photo Quality

Foam Core Mounted \$110.00 sheet

Bindings for Drawing Sets \$2.66 each

Bindings for Specification Sets  
\$.50 each

Foam Core | 24x36 Sheet \$19.80 sheet

Large Format Scanning of [E] Drawings  
\$5.00 sheet

CD/Flash Drive \$7.50 each

Shipping | Packaging \$5.00 lb

Postage \$.60 per ounce

Mileage IRS Current Rate

Fast-Trac, Tolls and Parking as incurred

Advanced payment of permit fees by WMB Architects on behalf of the Owner or Client will include a 15% administrative fee added to the cost of the permit fees.

## Classification

### WMB ARCHITECTS INC.

|                                  |       |
|----------------------------------|-------|
| Senior Principal Architect ..... | \$200 |
| Principal Architect .....        | \$180 |
| Project Architect .....          | \$160 |
| Architect II .....               | \$140 |
| Architect I .....                | \$130 |
| Designer .....                   | \$120 |
| BIM Technician .....             | \$100 |
| Administrative Support .....     | \$75  |

### MERIDIAN STRUCTURAL ENGINEERS

|                                     |                     |
|-------------------------------------|---------------------|
| Principal Structural Engineer ..... | \$145.00            |
| Structural Engineer .....           | \$125.00 - \$145.00 |
| Civil Engineer .....                | \$100.00 - \$135.00 |
| Intern Engineer .....               | \$70.00 - \$95.00   |
| Structural Designer .....           | \$70.00 - \$95.00   |
| Engineering Support .....           | \$60.00 - \$75.00   |
| Project Administrator .....         | \$60.00 - \$70.00   |

### CAPITAL ENGINEERING CONSULTANTS (Mechanical)

|                                 |       |
|---------------------------------|-------|
| Senior Principal .....          | \$235 |
| Principal .....                 | \$214 |
| Director .....                  | \$204 |
| Senior Project Manager .....    | \$194 |
| Project Manager .....           | \$186 |
| Field Services .....            | \$184 |
| BIM Technician .....            | \$100 |
| Senior Engineer .....           | \$167 |
| Engineer .....                  | \$152 |
| Senior Designer .....           | \$142 |
| Designer .....                  | \$130 |
| Technician   CADD .....         | \$120 |
| Architect I .....               | \$130 |
| Intern .....                    | \$115 |
| Project Administrator .....     | \$100 |
| Senior Administrator .....      | \$68  |
| Clerical   Administration ..... | \$55  |

### THE ENGINEERING ENTERPRISE (Electrical)

|                                    |       |
|------------------------------------|-------|
| Principal .....                    | \$240 |
| Associate   Project Engineer ..... | \$220 |
| Engineer   Project Manager .....   | \$190 |
| Designer .....                     | \$160 |
| Revit   CAD Technician .....       | \$135 |
| Administrative Staff .....         | \$105 |

### RFE ENGINEERING INC. (Civil) Engineering

|                            |       |
|----------------------------|-------|
| Principal .....            | \$165 |
| Engineering Manager .....  | \$150 |
| Project Manager .....      | \$150 |
| Project Engineer .....     | \$135 |
| Engineer-In-Training ..... | \$130 |

### Surveying

|                                               |       |
|-----------------------------------------------|-------|
| Surveying Manager .....                       | \$165 |
| Licensed Land Surveyor .....                  | \$160 |
| Land Surveyor-In-Training .....               | \$130 |
| One Man Field Crew (GPS and/or Robotic) ..... | \$215 |
| Two Man Field Crew .....                      | \$275 |
| Three Man Field Crew .....                    | \$340 |
| Survey Travel Time .....                      | \$80  |

### Technical Support

|                                               |       |
|-----------------------------------------------|-------|
| Project Designer/Land Survey Technician ..... | \$125 |
| Cadd Operator .....                           | \$120 |

### Administrative

|                                              |       |
|----------------------------------------------|-------|
| Clerical .....                               | \$70  |
| Expert Witness (Depositions and Trial) ..... | \$295 |

### SILVA COST CONSULTING

|                                |       |
|--------------------------------|-------|
| Principal Cost Estimator ..... | \$150 |
|--------------------------------|-------|





## COUNCIL COMMUNICATION

**CC #: 0833**  
**File #: 0800-02**

**Title:** Water Forum Successor Effort – FY2020-21 Cost Share Agreement and Future Cost Share Agreements  
**Contact:** Sean Bigley 916-774-5513 sbigley@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.13.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the FY2020-21 interagency cost-sharing agreement for City of Roseville's continued support of the Water Forum Successor Effort. The \$86,836 cost share for the City is in the proposed FY2020-21 Water Administration budget tied to the Water Operations Fund, which is funded by water utility rate revenue.

Additionally staff requests approval of a resolution authorizing the City Manager to approve future Water Forum cost-sharing agreements based on specified conditions and upon recommendation by the City Attorney.

### BACKGROUND

On March 15, 2000, the Roseville City Council agreed to the Water Forum comprehensive plan through approving a Memorandum of Understanding (MOU). Roseville agreed to support the Successor Effort through the life of the agreement.

The Water Forum process established two co-equal objectives:

- Provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and
- Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

To accomplish these objectives, an integrated package of actions was developed. This action plan contained seven elements:

1. Increased surface water diversion.
2. Alternative water supplies to meet customers' needs while reducing diversion impacts on the Lower American River in drier years.

3. An improved pattern of fishery flow releases from Folsom Reservoir.
4. Lower American River Habitat Mitigation Element.
5. Water Conservation commitments.
6. Groundwater Management Element.
7. Water Forum Successor Effort.

Approval of the FY 2020-21 interagency cost-sharing agreement will allow the City to maintain its commitment to the Water Forum and its mission.

Additionally, the interagency cost sharing agreements have not changed in form and substance over the many years except for the dollar amount obligation for the City and changes in the fiscal year date. Given the routine nature of this annual Water Forum cost-sharing agreement, staff is requesting City Council authorize the City Manager to approve future Water Forum cost-sharing agreements if: (1) there are no substantive changes to the content of the interagency cost-sharing agreement, as verified by the City Attorney; (2) the annual cost share agreement does not exceed the following not-to-exceed amounts below; and (3) sufficient budget has been appropriated to cover the amounts specified in each fiscal year's cost-sharing agreement.

#### **Proposed Future Water Forum Cost-Sharing Agreements – Not-to-Exceed Amounts**

| <b>FY 2021-22</b> | <b>FY 2022-23</b> | <b>FY 2023-24</b> | <b>FY 2024-25</b> | <b>FY 2025-26</b> | <b>FY 2026-27</b> |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| \$ 88,138.54      | \$ 89,460.62      | \$ 90,802.53      | \$ 92,164.57      | \$ 93,547.03      | \$ 94,950.24      |

If any of the three above conditions cannot be met, staff will return to the City Council to obtain the appropriate authorizations as it pertains to the annual Water Forum cost-sharing agreement.

#### **FISCAL IMPACT**

Total costs under this FY2020-21 interagency cost-sharing agreement for City's continued support of the Water Forum Successor Effort is \$86,836. This cost share amount for the City is in the proposed FY2020-21 Water Administration budget in the Water Operations Fund, which is funded by water utility rate revenue.

#### **ENVIRONMENTAL REVIEW**

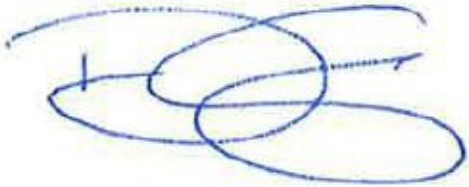
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

Respectfully Submitted,



Sean Bigley, Assistant Environmental Utilities Director

Richard D. Plecker, Environmental Utilities Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-236

Water Forum Cost Share Agreement

RESOLUTION NO. 20-236

APPROVING AN INTERAGENCY AGREEMENT FOR COST-SHARING, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, an Interagency Agreement for Cost-Sharing the Fiscal Year (FY) 2020-2021 Water Forum Successor Effort Budget of the Sacramento City-County Office of Metropolitan Water Planning, 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 additional renewals of said agreement through Fiscal Year (FY) 2026-27 without further City Council approval, provided all three of these conditions are met each year:

- There are no substantive changes to the content of the Interagency Agreement for Cost-Sharing, as verified by the City Attorney;
- The annual Interagency Agreement for Cost-Sharing does not exceed the following:

| <b>FY2021-22</b> | <b>FY2022-23</b> | <b>FY2023-24</b> | <b>FY2024-25</b> | <b>FY2025-26</b> | <b>FY2026-27</b> |
|------------------|------------------|------------------|------------------|------------------|------------------|
| \$88,138.54      | \$89,460.62      | \$90,802.53      | \$92,164.57      | \$93,547.03      | \$94,950.24      |

- Sufficient budget has been appropriated to cover the amounts specified in each fiscal year's Interagency Agreement for Cost-Sharing.

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





March 13, 2020

City of Roseville  
Attn: Richard Plecker, Environmental Utilities Manager  
2005 Hilltop Circle  
Roseville CA 95747

**Subject: Fiscal Year 2020/21 WFSE Cost Share Agreement**

Dear Mr. Plecker:

The Water Forum Successor Effort (WFSE) projected budget was reviewed and approved by our Coordinating Committee on February 27, 2020, and by the WFSE Plenary on March 6, 2020.

An original of the Cost-Share Agreement for Fiscal-Year 2020/21 is enclosed. Please have your agency sign where indicated and return one original, with signature(s) in ink, to me.

After all original signature pages have been returned to me the Sacramento City Clerk can process the agreement and I will return a certified copy to you for your records.

Thank you for your cooperation and continued participation in the Water Forum. Please contact me at (916) 808-1995 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Virginia Smith".

Virginia Smith  
Program Specialist

Enclosure

cc: Tom Gohring, Executive Director

**Interagency Agreement  
For Cost-Sharing the Fiscal Year (FY) 2020/2021  
Water Forum Successor Effort Budget of the  
Sacramento City-County Office of Metropolitan Water Planning**

**THIS AGREEMENT** is made and entered into on July 1, 2020, by and among Sacramento County; Sacramento County Water Agency; City of Roseville; City of Folsom; Placer County Water Agency; San Juan Water District, and the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort).

The parties to this agreement, in consideration of the mutual obligations set forth herein, agree as follows:

**Section I.**

**Cost-Sharing:** The cost-sharing partners of the Water Forum identified below have each agreed to pay a pro-rata amount of the total costs for funding the Water Forum Successor Effort (hereinafter referred to as "WFSE") activities (based upon their number of active water connections as of December 31, 2019, or a negotiated amount), as set forth below for the period of July 1, 2020, to June 30, 2021.

| <b>Cost-Sharing Partners</b>             | <b>Cost Share Amounts</b> |
|------------------------------------------|---------------------------|
| Sacramento County - Zone 13              | 493,432                   |
| City of Sacramento                       | 268,182                   |
| City of Roseville                        | 86,836                    |
| City of Folsom                           | 40,832                    |
| Placer County Water Agency               | 20,934                    |
| Sacramento Municipal Utility District    | 18,410                    |
| San Juan Water District in Placer County | 13,764                    |
| El Dorado County Water Agency            | 9,519                     |
| <b>Total:</b>                            | <b>951,909</b>            |

**Section II.**

**Reimbursement:** The Sacramento City-County Office of Metropolitan Water Planning (hereinafter referred to as "CCOMWP") shall administer all consultant agreements and other expenses incurred during FY2020/2021 for the WFSE. The parties agree to reimburse the CCOMWP for their share of such costs, up to the amount set forth for each party in Section 1, above, within 30 days after receipt of invoices.

On behalf of the CCOMWP, the City of Sacramento Finance Department will invoice each cost-sharing partner at the beginning of each fiscal year quarter, except in those instances where the cost-sharing partners have mutually agreed to be



invoiced in another time period (i.e. one annual invoice). It is understood and agreed that although this agreement only pertains to reimbursement for costs incurred during the period from July 1, 2020, to June 30, 2021, the WFSE will extend past June 30, 2021. Any reimbursement of costs incurred by CCOMWP after June 30, 2021, would be governed by a new or amended cost-sharing agreement.

### **Section III.**

#### **Sacramento Municipal Utility District and the El Dorado County Water**

**Agency:** Sacramento Municipal Utility District (SMUD) and the El Dorado County Water Agency (EDCWA) have entered into separate agreements with the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort) to pay their share of the costs identified in Section II, above, up to the amounts set forth for SMUD and EDCWA, respectively, in Section 1, above.

### **Section IV.**

**Changes in Terms:** Any changes in the terms of this agreement shall be approved by all parties and shall be effective when reduced to writing and signed by all parties.

### **Section V.**

**Indemnity:** Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.

### **Section VI.**

**Independent Contractors:** All contractors employed during any phase of the Water Forum Successor Effort are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum Successor Effort are and will remain employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**Sacramento County Water Agency,**

an agency created pursuant to the Sacramento County Water Agency Act

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

County Counsel

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk of the Sacramento  
County Water Agency

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**Sacramento County**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

County Counsel

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk of the Board of Supervisors

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**City of Sacramento**, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Tom Gohring

Title: Executive Director

For: Howard Chan, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Deputy City Attorney

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
City Clerk

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**City of Roseville**, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Manager

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Attorney

APPROVED AS TO SUBSTANCE:

By \_\_\_\_\_

Date: April 16, 2020

Print Name: Richard Plecker

Environmental Utilities Director



## Section VII.

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**City of Folsom**, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Manager

APPROVED AS TO CONTENT:

By; \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Director of Utilities

APPROVED AS TO FUNDING:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Director of Finance

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Attorney

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

City Clerk

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**Placer County Water Agency**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Andrew Fecko,  
Director of Strategic Affairs

**Section VII.**

**Single Agreement:** This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

**San Juan Water District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## COUNCIL COMMUNICATION

**CC #: 0831**

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

**Title:** Sierra Vista - Federico, Village 3 Final Map and Subdivision Agreement

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

**Meeting Date: 6/17/2020**

**Item #: 7.14.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, Lots A, B, C and D and the rights of way and the easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

### BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 46 residential lots and 4 public landscape lots.

### FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

### ENVIRONMENTAL REVIEW

Approval of the Sierra Vista - Federico, Village 3 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista - Federico Village 3 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012.

Because the Sierra Vista Village - Federico Village 3 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-234

Subdivision Agreement

Final Map



RESOLUTION NO. 20-234

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF  
ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING  
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Taylor Morrison of California, LLC, for the Sierra Vista – Federico Village 3 subdivision, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**RECORDING REQUESTED BY AND WHEN  
RECORDED, PLEASE RETURN TO:**

**City Clerk  
CITY OF ROSEVILLE  
311 Vernon Street  
Roseville, CA 95678**

**SUBDIVISION AGREEMENT**

Sierra Vista - Federico, Village 3 (PL17-0024) SUBDIVISION

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and  
TaylorMorrison of California, LLC,  
a California Limited Liability Company, ("SUBDIVIDER"),

**W I T N E S S E T H:**

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,  
County of Placer, known as "Sierra Vista - Federico Village 3 Subdivision" (Subdivision  
no. PL17-0024; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning  
Commission on the 9th day of November, 2017, and the final map of the Subdivision  
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in  
Book \_\_\_\_\_ of Parcel/Subdivision Maps at Page \_\_\_\_\_ in the Official Records, Placer  
County Recorder, file no. \_\_\_\_\_; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms, dated February 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,812,749. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15



(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be



brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

Taylor Morrison  
c/o Jay Pawlek  
81 Blue Ravine Road, Suite 220  
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a  
municipal corporation,

Taylor Morrison of California  
a Limited Liability Corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Vice-President

ATTEST:

and

BY:



BY:

SONIA OROZCO  
City Clerk

its: Vice-President

APPROVED AS TO FORM:

**(NOTARIZATION REQUIRED)**

BY:

ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:



MARC STOUT  
City Engineer

## **CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF California )SS  
COUNTY OF Sacramento )

On May 26, 2020, before me, L. Hall, Notary Public, personally appeared Aren Bazzocco and Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

L. Hall



My Commission Expires: August 5, 2022

*This area for official notarial seal*

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2249285

County of Principal Place of Business: Sacramento



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 3" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C & D AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS NEW DAWN COURT, NEW DAWN STREET, SUMMERWIND DRIVE AND ZENITH COURT.
- (B) LOTS A, B, C & D SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

TAYLOR MORRISON OF CALIFORNIA, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY

MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

BENEFICIARY STATEMENT

SOLAIRE COMMUNITY BUILDERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 20, 2019 AS INSTRUMENT NO. 2019-0094036 OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME: \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY

MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS BY JUNE 30, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

PAUL FERGUSON, JR., PLS 9265  
EXPIRATION DATE: MARCH 31, 2022

DATE: \_\_\_\_\_



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 3" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_

MARC STOUT, R.C.E. 69879  
CITY ENGINEER, CITY OF ROSEVILLE  
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 3" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: \_\_\_\_\_

TIMOTHY G. BLAIR, PLS 8278  
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 3", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A, B, C & D, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

CITY CLERK, CITY OF ROSEVILLE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_, M. IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_ FEE: \$ \_\_\_\_\_  
DEPUTY

FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 3  
SUBDIVISION NO. PL17-0024

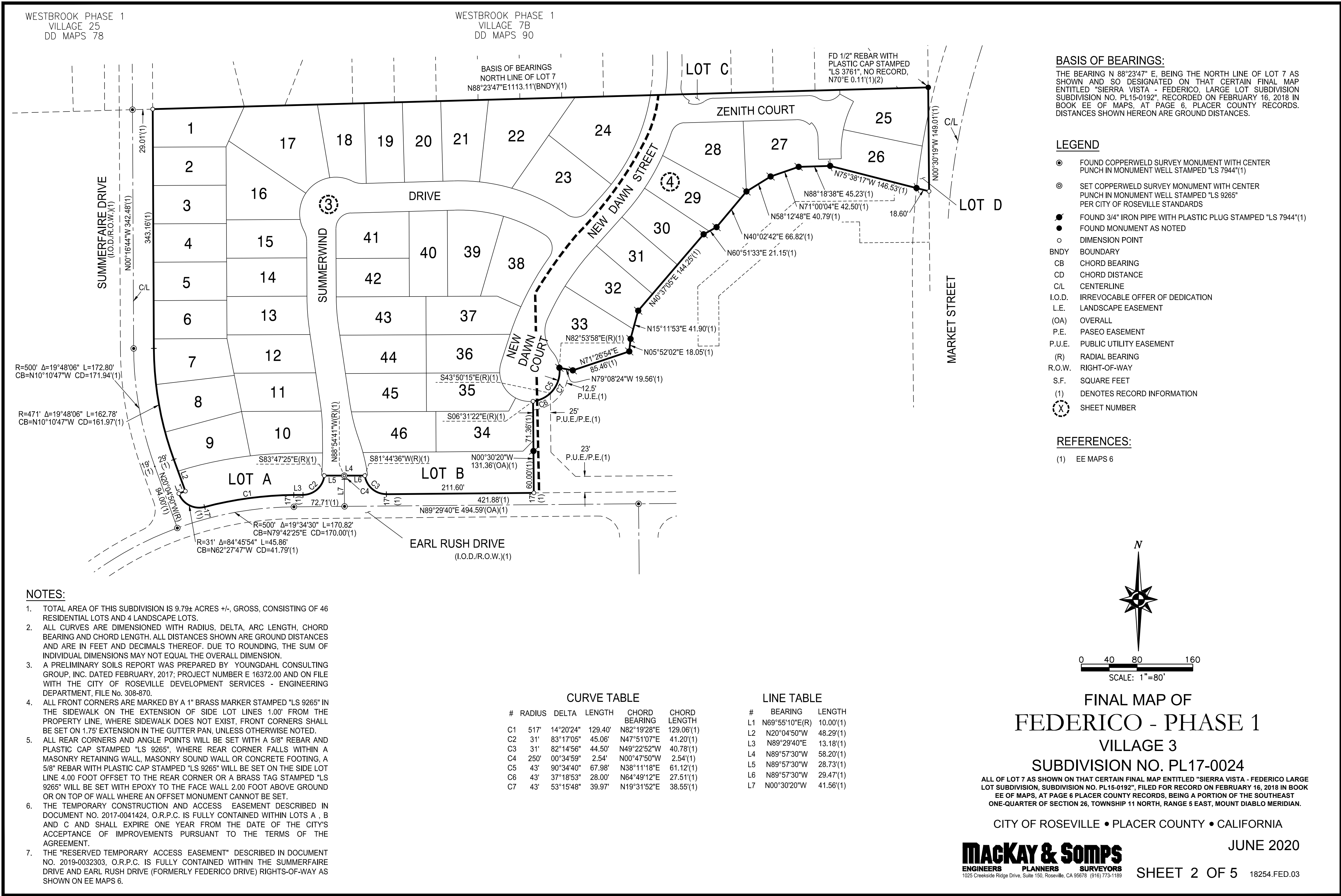
ALL OF LOT 7 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2020

**Mackay & Somps**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 1 OF 5 18254.FED.03





SEE SHEET 2 FOR  
BASIS OF BEARINGS,  
LEGEND, NOTES  
AND REFERENCES.

CHORD TABLE

| #   | CHORD BEARING | CHORD LENGTH |
|-----|---------------|--------------|
| C1  | N26°35'55"E   | 128.80'      |
| C2  | N29°47'31"E   | 82.25'       |
| C3  | N11°02'07"W   | 31.88'       |
| C4  | N83°16'16"E   | 29.13'       |
| C5  | N39°58'27"E   | 17.95'       |
| C6  | N23°39'05"E   | 139.51'      |
| C7  | N25°29'42"E   | 156.82'      |
| C8  | N25°06'50"E   | 172.45'      |
| C9  | N27°39'30"E   | 146.77'      |
| C10 | N10°57'17"E   | 26.64'       |
| C11 | N29°48'31"E   | 166.45'      |
| C12 | N29°32'25"E   | 162.79'      |
| C13 | N41°32'58"E   | 3.75'        |

CURVE TABLE

| #   | RADIUS | DELTA     | LENGTH | CHORD BEARING | CHORD LENGTH |
|-----|--------|-----------|--------|---------------|--------------|
| C14 | 250'   | 07°53'31" | 34.44' | N04°27'06"W   | 34.41'       |
| C15 | 250'   | 11°16'09" | 49.17' | N14°01'56"W   | 49.09'       |
| C16 | 250'   | 07°53'31" | 34.44' | N04°27'06"W   | 34.41'       |
| C17 | 250'   | 07°18'32" | 31.89' | N04°44'35"W   | 31.87'       |
| C18 | 250'   | 00°34'59" | 2.54'  | N00°47'50"W   | 2.54'        |
| C19 | 275'   | 11°24'36" | 54.76' | N13°57'42"W   | 54.67'       |



0 20 40 80  
SCALE: 1"=40'

FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 3  
SUBDIVISION NO. PL17-0024

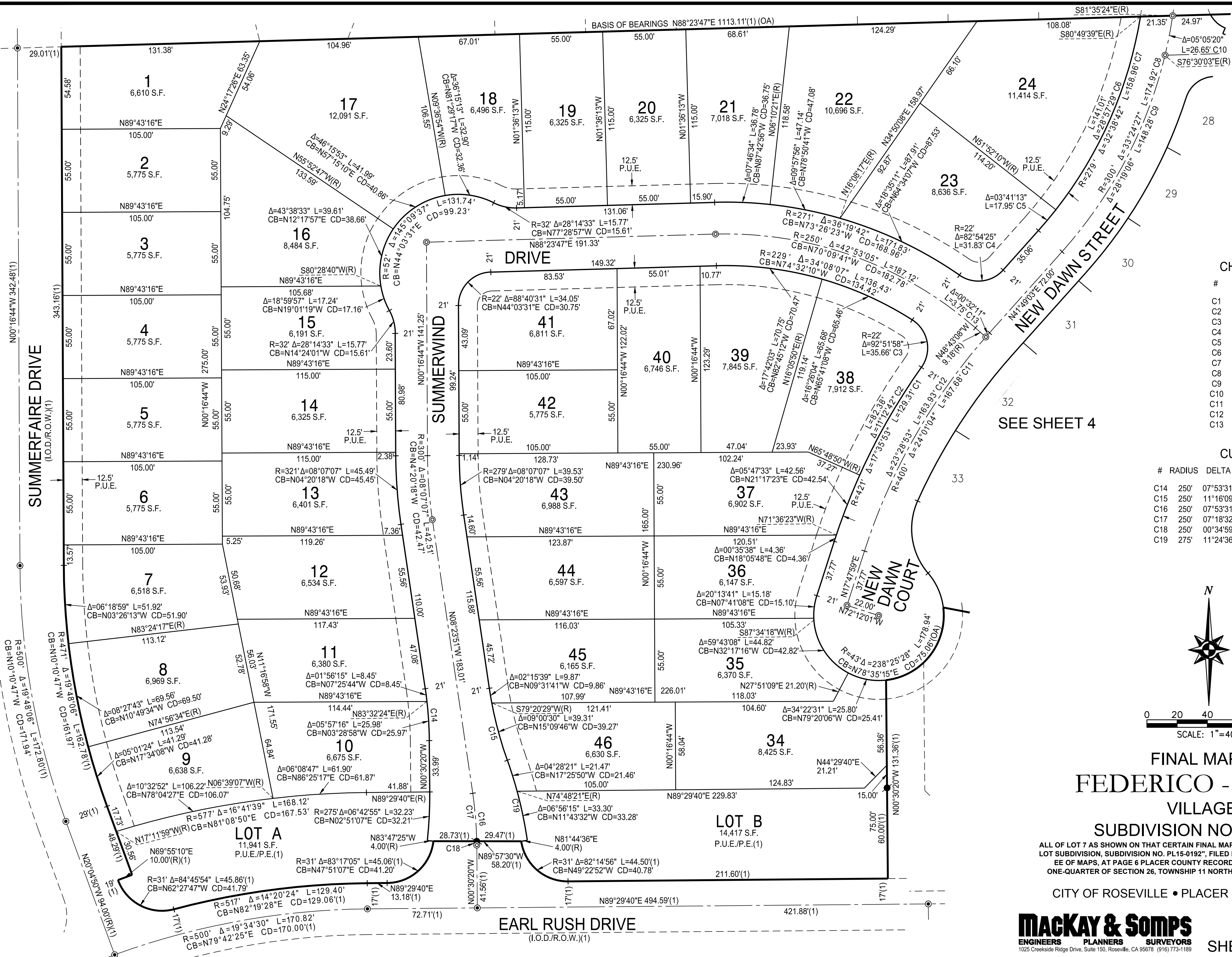
ALL OF LOT 7 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

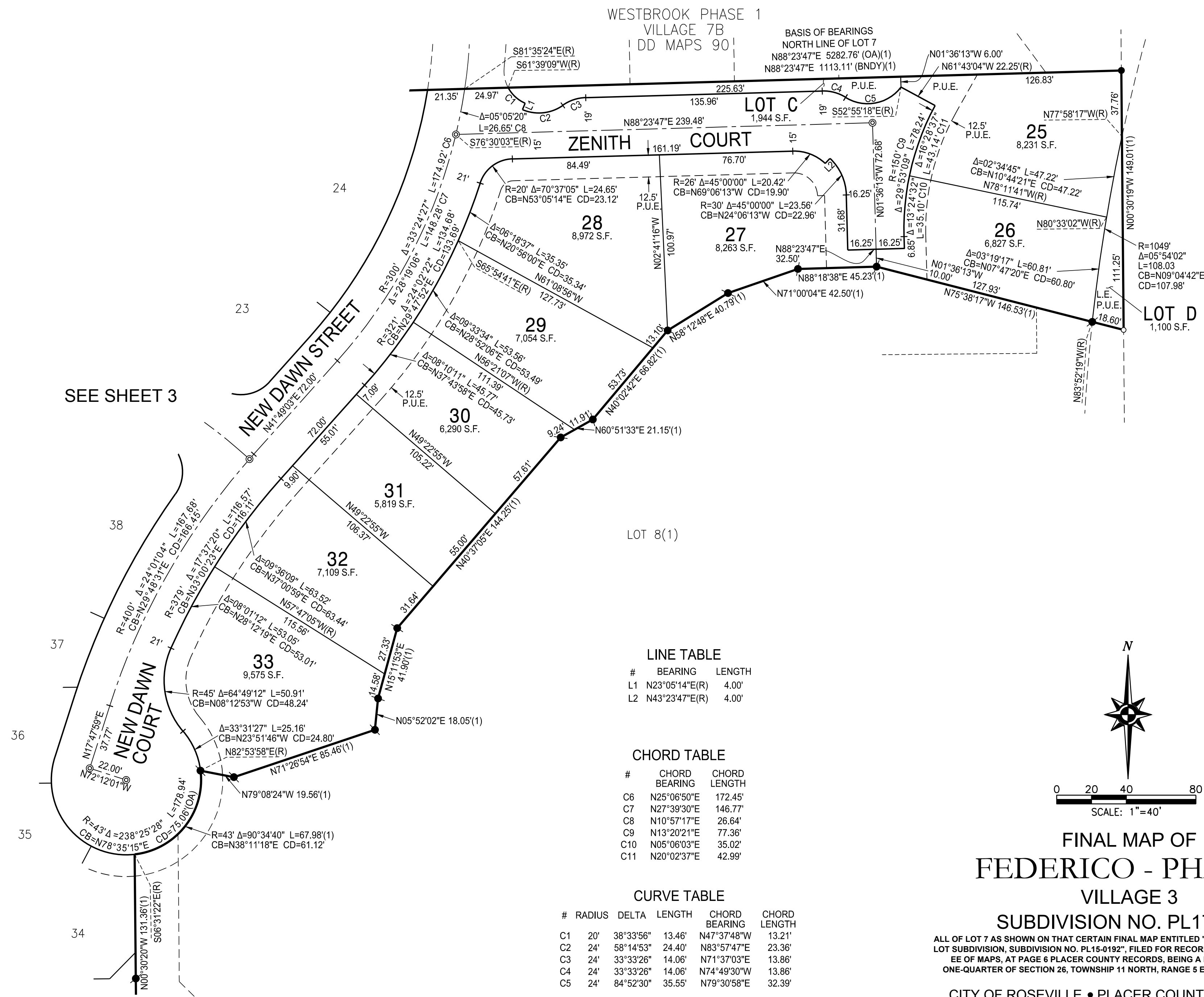
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JUNE 2020

**MACKAY & SOMPS**  
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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 3 OF 5 18254.FED.03





LINE TABLE

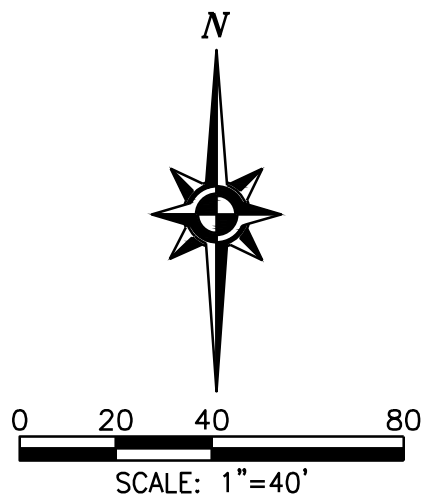
| #  | BEARING        | LENGTH |
|----|----------------|--------|
| L1 | N23°05'14"E(R) | 4.00'  |
| L2 | N43°23'47"E(R) | 4.00'  |

CHORD TABLE

| #   | CHORD BEARING | CHORD LENGTH |
|-----|---------------|--------------|
| C6  | N25°06'50"E   | 172.45'      |
| C7  | N27°39'30"E   | 146.77'      |
| C8  | N10°57'17"E   | 26.64'       |
| C9  | N13°20'21"E   | 77.36'       |
| C10 | N05°06'03"E   | 35.02'       |
| C11 | N20°02'37"E   | 42.99'       |

CURVE TABLE

| #  | RADIUS | DELTA     | LENGTH | CHORD BEARING | CHORD LENGTH |
|----|--------|-----------|--------|---------------|--------------|
| C1 | 20'    | 38°33'56" | 13.46' | N47°37'48"W   | 13.21'       |
| C2 | 24'    | 58°14'53" | 24.40' | N83°57'47"E   | 23.36'       |
| C3 | 24'    | 33°33'26" | 14.06' | N71°37'03"E   | 13.86'       |
| C4 | 24'    | 33°33'26" | 14.06' | N74°49'30"W   | 13.86'       |
| C5 | 24'    | 84°52'30" | 35.55' | N79°30'58"E   | 32.39'       |



FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 3  
SUBDIVISION NO. PL17-0024

ALL OF LOT 7 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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JUNE 2020

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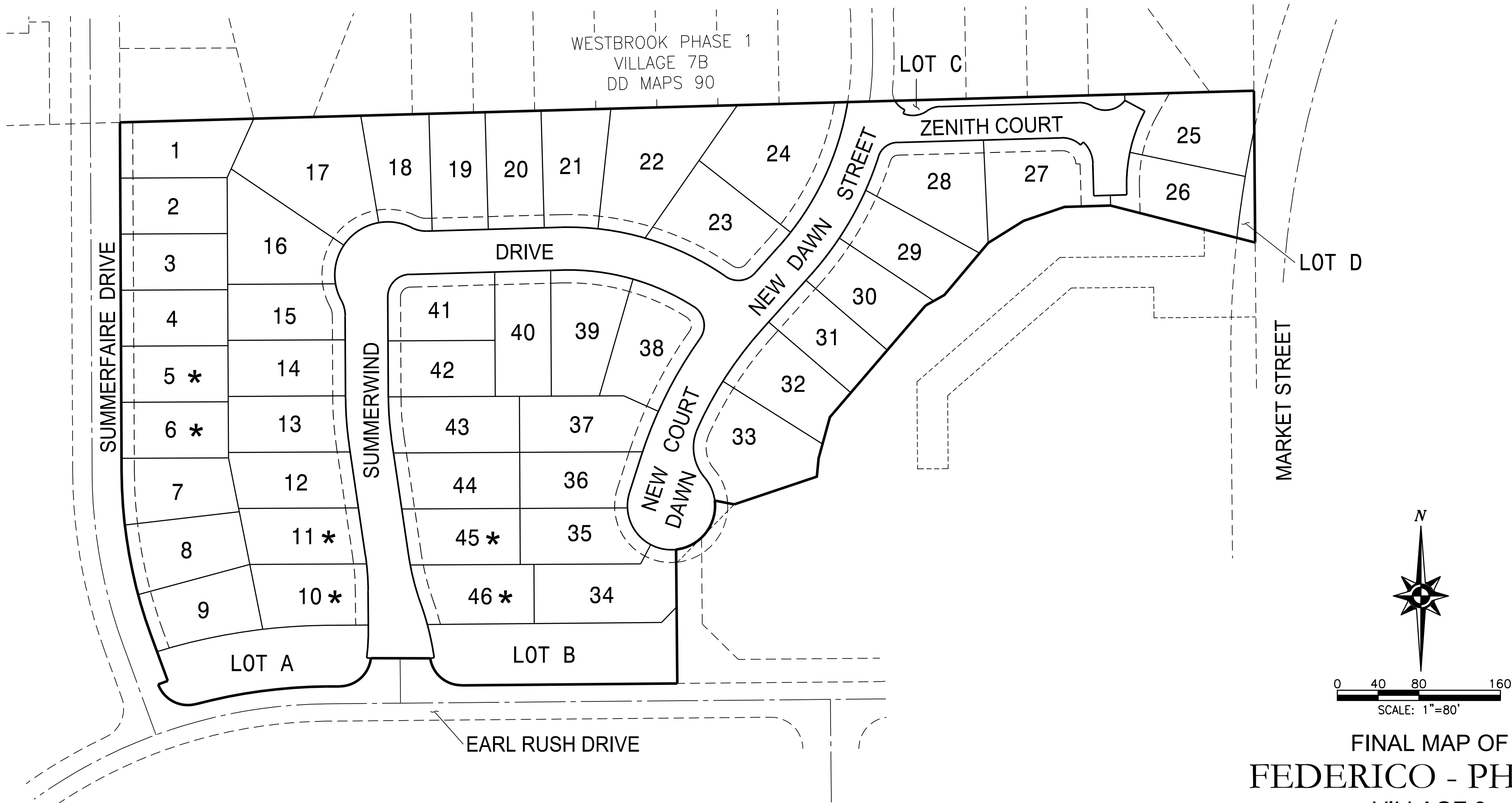


ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

★ DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 3  
SUBDIVISION NO. PL17-0024

ALL OF LOT 7 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SHEET 5 OF 5 18254.FED.03



## COUNCIL COMMUNICATION

**CC #: 0830**

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

**Title:** Sierra Vista - Federico, Village 22B Final Map and Subdivision Agreement

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

**Meeting Date: 6/17/2020**

**Item #: 7.15.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, Lots A, B, C, D & E and the rights of way and the easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

### BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 60 residential lots and 5 Public Landscape Lots.

### FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

### ENVIRONMENTAL REVIEW

Approval of the Sierra Vista - Federico Village 22B final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista - Federico Village 22B final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Village - Federico Village 22B final map is



consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-233

Subdivision Agreement

Final Map

RESOLUTION NO. 20-233

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF  
ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING  
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Taylor Morrison of California, LLC, for the Sierra Vista – Federico, Village 22B subdivision, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**RECORDING REQUESTED BY AND WHEN  
RECORDED, PLEASE RETURN TO:**

**City Clerk  
CITY OF ROSEVILLE  
311 Vernon Street  
Roseville, CA 95678**

**SUBDIVISION AGREEMENT**

Sierra Vista - Federico, Village 22B (PL17-0024) SUBDIVISION

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and  
TaylorMorrison of California, LLC,  
a California Limited Liability Company, ("SUBDIVIDER"),

**W I T N E S S E T H:**

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,  
County of Placer, known as "Sierra Vista - Federico Village 22B Subdivision" (Subdivision  
no. PL17-0024; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning  
Commission on the 9th day of November, 2017, and the final map of the Subdivision  
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in  
Book \_\_\_\_\_ of Parcel/Subdivision Maps at Page \_\_\_\_\_ in the Official Records, Placer  
County Recorder, file no. \_\_\_\_\_; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms, dated February 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2021, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 2,624,828. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15



(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith



purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

Taylor Morrison  
c/o Jay Pawlek  
81 Blue Ravine Road, Suite 220  
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

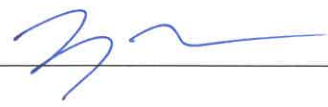
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a  
municipal corporation,

Taylor Morrison of California \_\_\_\_\_,  
a Limited Liability Corporation \_\_\_\_\_

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Vice-President \_\_\_\_\_

ATTEST:

and

BY: 

its: Vice-President

BY: \_\_\_\_\_

SONIA OROZCO  
City Clerk

**(NOTARIZATION REQUIRED)**

APPROVED AS TO FORM:

BY: \_\_\_\_\_

ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 

MARC STOUT  
City Engineer

## **CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF California )SS  
COUNTY OF Sacramento )

On May 20, 2020 before me, L. Hall, Notary Public, personally appeared Aren Bazzocco and Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*L. Hall*



My Commission Expires: August 5, 2022

*This area for official notarial seal*

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2249285

County of Principal Place of Business: Sacramento

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 22B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D & E AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BLUE MOON LANE, CRATER PLACE, GLEAM PLACE, GLIMMER PLACE, GLOW PLACE, LUNA DRIVE AND SOLAR WAY.

(B) LOTS A, B, C, D AND E SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

TAYLOR MORRISON OF CALIFORNIA, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY  
MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

BENEFICIARY STATEMENT

SOLAIRE COMMUNITY BUILDERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 20, 2019 AS INSTRUMENT NO. 2019-0094036 OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME: \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
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MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY  
MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 22B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS BY JUNE 30, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

PAUL FERGUSON, JR., PLS 9265  
EXPIRATION DATE: MARCH, 31 2022

DATE: \_\_\_\_\_



CITY ENGINEER'S STATEMENT

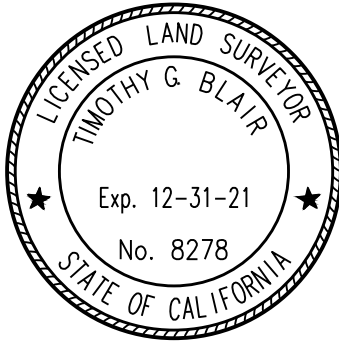
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 22B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_  
MARC STOUT, R.C.E. 69879  
CITY ENGINEER, CITY OF ROSEVILLE  
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 22B" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: \_\_\_\_\_  
TIMOTHY G. BLAIR, PLS 8278  
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 22B", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E, THE RIGHTS-OF-WAY AND THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

CITY CLERK, CITY OF ROSEVILLE  
DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDED OF PLACER COUNTY  
STATE OF CALIFORNIA  
DOCUMENT NO.: \_\_\_\_\_

BY: \_\_\_\_\_ FEE: \$ \_\_\_\_\_  
DEPUTY

FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 22B  
SUBDIVISION NO. PL17-0024

ALL OF LOT 6 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

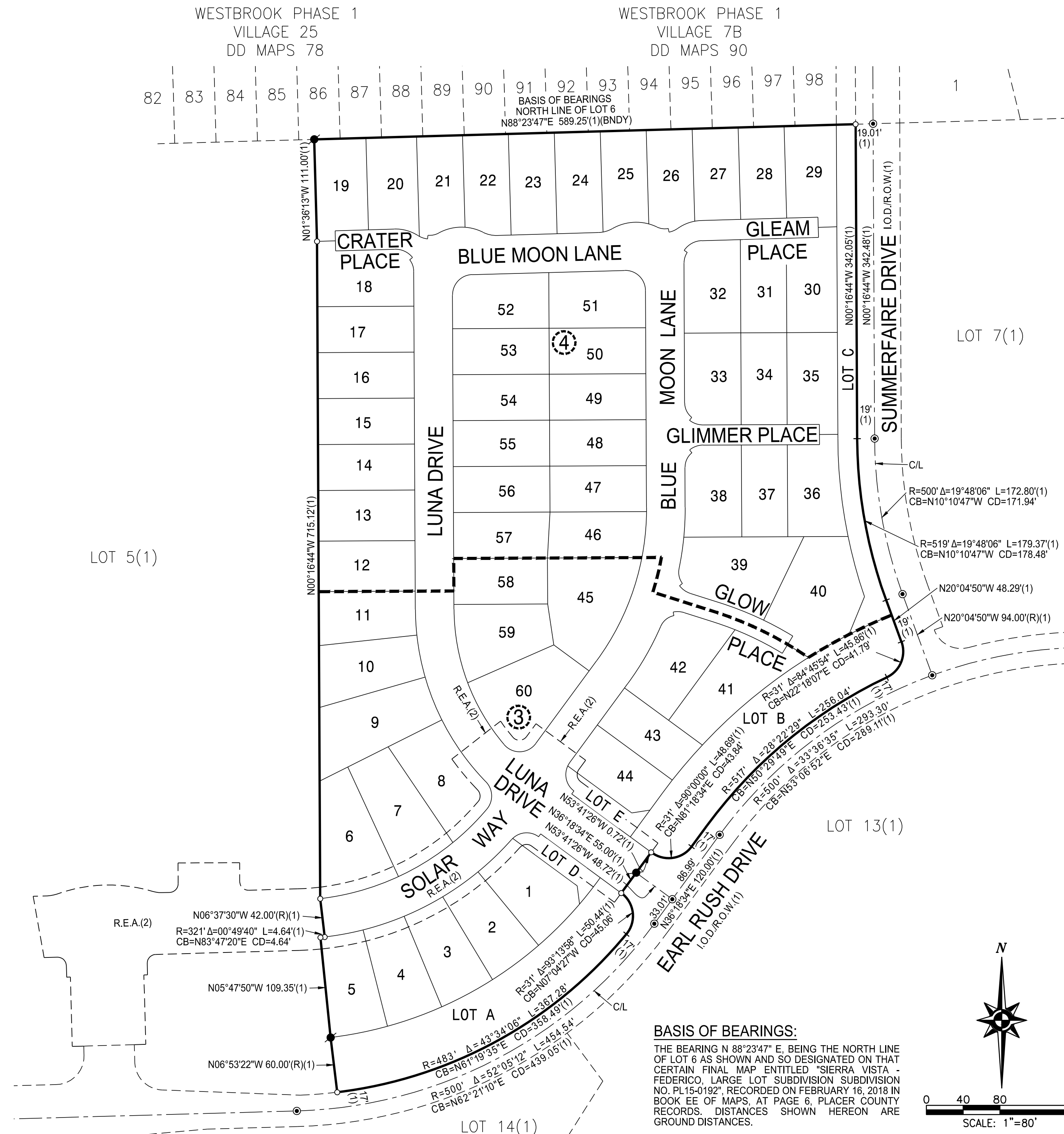
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JUNE 2020

SHEET 1 OF 5 18254.FED.22B





- ## NOTES:
1. TOTAL AREA OF THIS SUBDIVISION IS 11.80± ACRES, GROSS, CONSISTING OF 60 RESIDENTIAL LOTS AND 5 MISCELLANEOUS LOTS.
  2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
  3. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-870.
  4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE, WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE SET ON 1.75' EXTENSION IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.
  5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
  6. THE TEMPORARY CONSTRUCTION AND ACCESS EASEMENT DESCRIBED IN DOCUMENT NO. 2017-0041424, O.R.P.C. IS FULLY CONTAINED WITHIN LOTS A, B AND C AND SHALL EXPIRE ONE YEAR FROM THE DATE OF THE CITY'S ACCEPTANCE OF IMPROVEMENTS PURSUANT TO THE TERMS OF THE AGREEMENT.
  7. THE "RESERVED TEMPORARY ACCESS EASEMENT" DESCRIBED IN DOCUMENT NO. 2019-0032303, O.R.P.C. IS FULLY CONTAINED WITHIN THE SUMMERFAIR DRIVE AND EARL RUSH DRIVE (FORMERLY FEDERICO DRIVE) RIGHTS-OF-WAY AS SHOWN ON ERE MAPS 6.

LEGEND

- ⑥ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"(1)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"(1)
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"  
PER CITY OF ROSEVILLE STANDARDS
- DIMENSION POINT
- CB CHORD BEARING
- CD CHORD DISTANCE
- C/L CENTERLINE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R.E.A. RECIPROCAL EASEMENT AGREEMENT
- R.O.W. RIGHT-OF-WAY
- S.F.± SQUARE FEET
- (1) DENOTES RECORD INFORMATION
- ⊗ X SHEET NUMBER

REFERENCES:

- (1) EE MAPS 6  
(2) DOCUMENT No. 2020-0004878

FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 22B  
SUBDIVISION NO. PL17-0024

ALL OF LOT 6 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

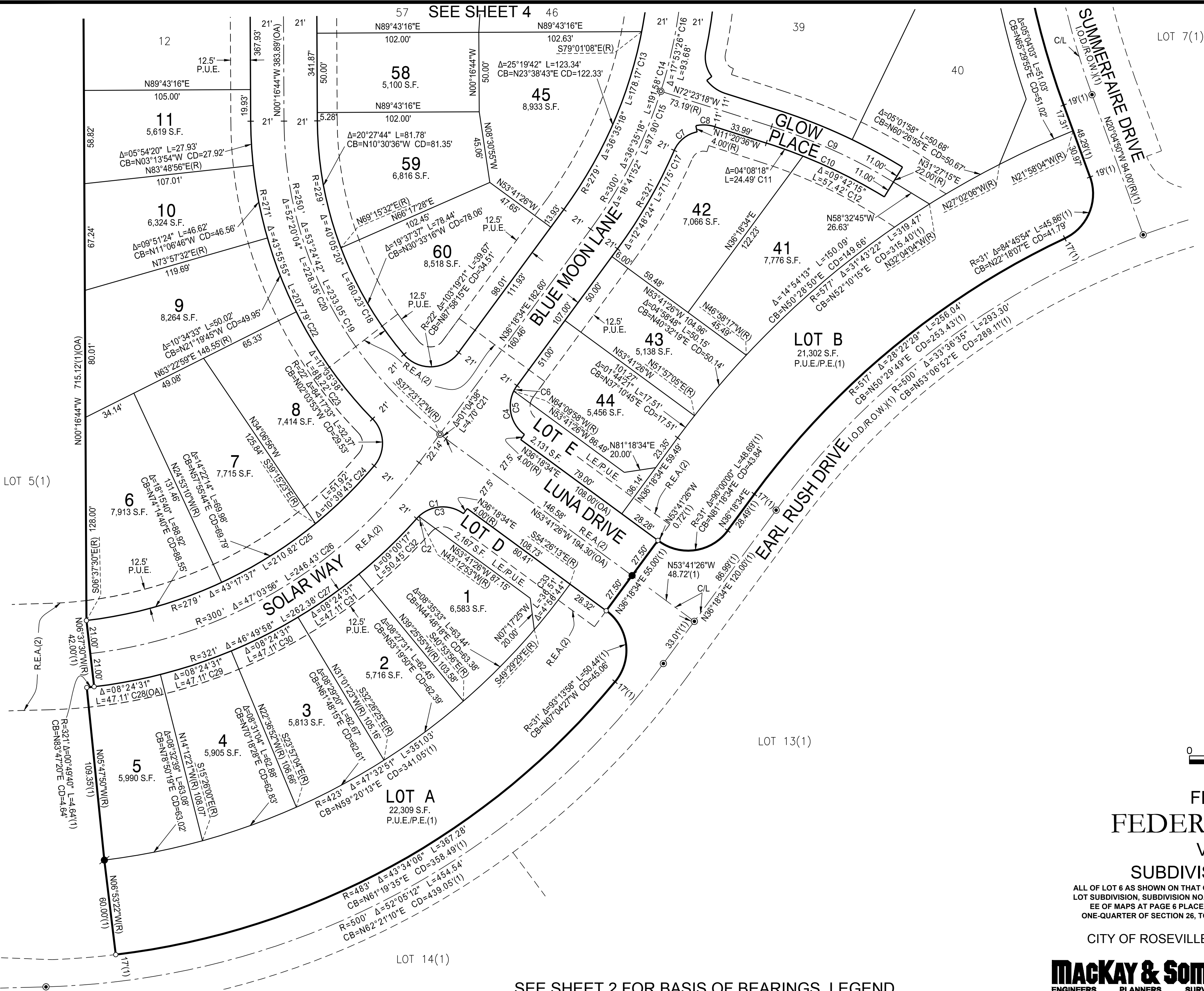
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JUNE 2020

**MAC KAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

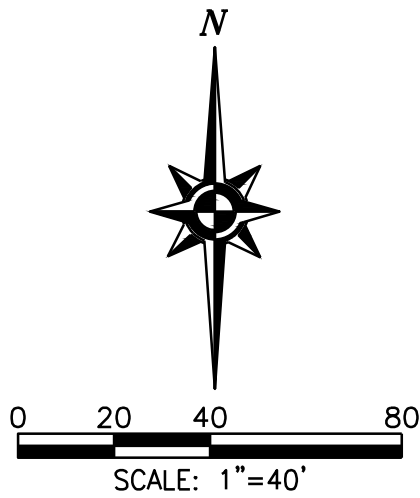
SHEET 2 OF 5 18254.FED.22B





| CURVE TABLE |        |           |        |               |              |  |
|-------------|--------|-----------|--------|---------------|--------------|--|
| #           | RADIUS | DELTA     | LENGTH | CHORD BEARING | CHORD LENGTH |  |
| C1          | 22'    | 84°44'46" | 32.54' | N83°56'11"E   | 29.65'       |  |
| C2          | 22'    | 05°13'18" | 2.01'  | N44°10'28"E   | 2.00'        |  |
| C3          | 22'    | 79°31'28" | 30.54' | N86°32'51"E   | 28.14'       |  |
| C4          | 22'    | 90°00'00" | 34.56' | N08°41'26"W   | 31.11'       |  |
| C5          | 22'    | 79°31'28" | 30.54' | N13°55'42"W   | 28.14'       |  |
| C6          | 22'    | 10°28'32" | 4.02'  | N31°04'18"E   | 4.02'        |  |
| C7          | 20'    | 55°09'14" | 19.25' | N51°04'47"E   | 18.52'       |  |
| C8          | 24'    | 28°57'18" | 12.13' | N86°51'57"W   | 12.00'       |  |
| C9          | 350'   | 13°50'33" | 84.56' | N65°28'01"W   | 84.35'       |  |
| C10         | 339'   | 13°50'33" | 81.90' | N65°28'01"W   | 81.70'       |  |

| CHORD TABLE |               |              |
|-------------|---------------|--------------|
| #           | CHORD BEARING | CHORD LENGTH |
| C11         | N70°19'09"W   | 24.48'       |
| C12         | N63°23'52"W   | 57.35'       |
| C13         | N18°00'55"E   | 175.15'      |
| C14         | N18°00'55"E   | 188.34'      |
| C15         | N26°57'38"E   | 97.47'       |
| C16         | N08°39'59"E   | 93.30'       |
| C17         | N29°54'22"E   | 71.60'       |
| C18         | N20°19'24"W   | 156.98'      |
| C19         | N26°59'05"W   | 224.70'      |
| C20         | N26°26'46"W   | 220.50'      |
| C21         | N53°09'07"W   | 4.70'        |
| C22         | N22°14'42"W   | 202.74'      |
| C23         | N35°24'50"W   | 82.89'       |
| C24         | N45°24'45"E   | 51.84'       |
| C25         | N61°43'42"E   | 205.84'      |
| C26         | N59°50'32"E   | 239.56'      |
| C27         | N62°28'09"E   | 229.09'      |
| C28         | N79°59'55"E   | 47.07'       |
| C29         | N71°35'42"E   | 47.07'       |
| C30         | N63°10'52"E   | 47.07'       |
| C31         | N54°46'21"E   | 47.07'       |
| C32         | N46°03'57"E   | 50.40'       |
| C33         | N38°02'09"E   | 36.50'       |



FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 22B  
SUBDIVISION NO. PL17-0024

ALL OF LOT 6 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS AT PAGE 6 PLACER COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

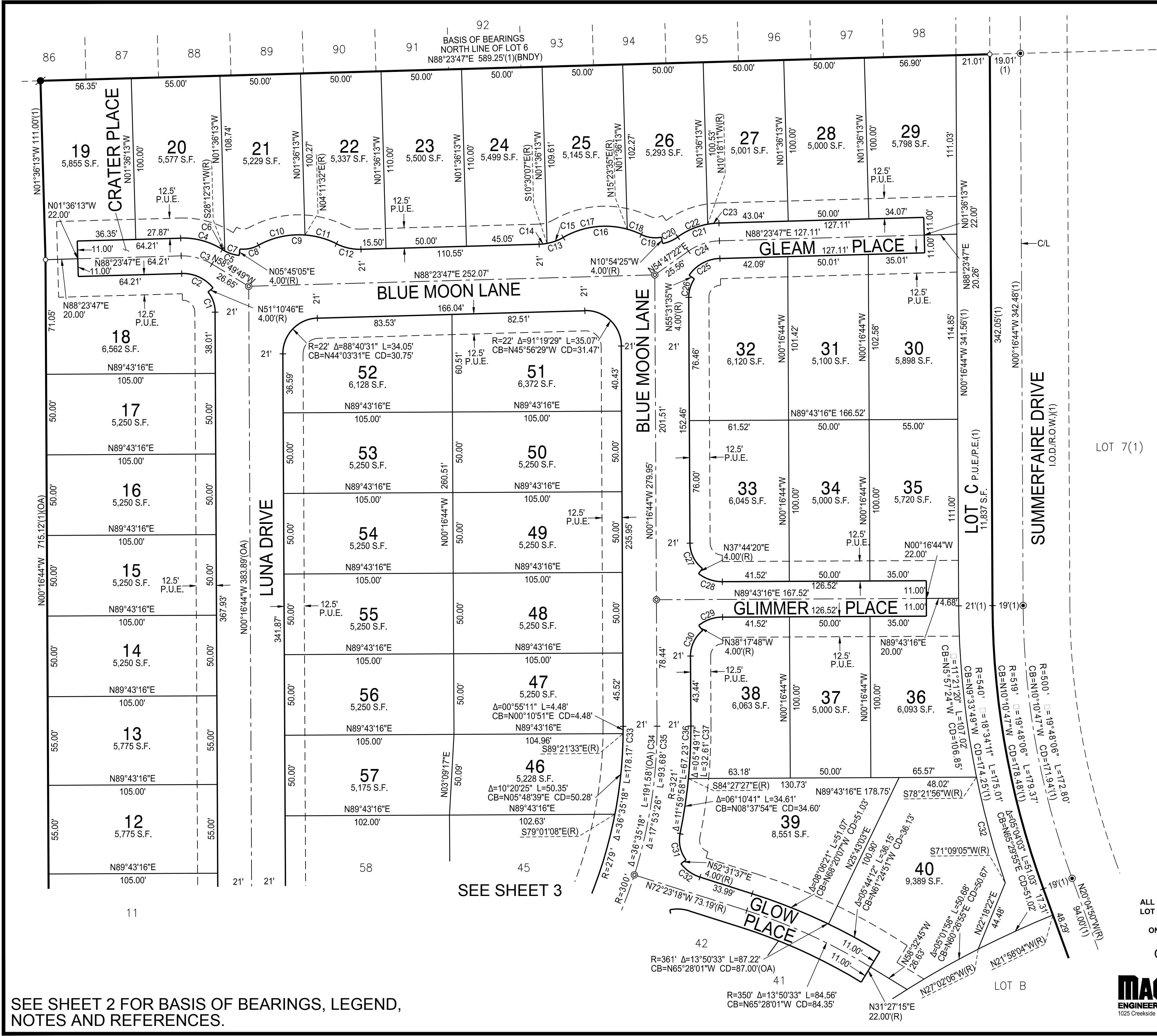
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JUNE 2020

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 3 OF 5 18254.FED.22B

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



| CURVE TABLE |        |           |        |               |              |
|-------------|--------|-----------|--------|---------------|--------------|
| #           | RADIUS | DELTA     | LENGTH | CHORD BEARING | CHORD LENGTH |
| C1          | 20'    | 38°32'30" | 13.45' | N19°32'59"W   | 13.20'       |
| C2          | 24'    | 52°46'59" | 22.11' | N65°12'44"W   | 21.34'       |
| C3          | 35'    | 32°46'24" | 20.02' | N75°13'01"W   | 19.75'       |
| C4          | 46'    | 33°55'17" | 27.23' | N74°38'35"W   | 26.84'       |
| C5          | 24'    | 26°33'58" | 11.13' | N70°57'56"W   | 11.03'       |
| C6          | 24'    | 04°06'32" | 1.72'  | N59°44'13"W   | 1.72'        |
| C7          | 24'    | 22°27'26" | 9.41'  | N73°01'12"W   | 9.35'        |
| C8          | 20'    | 34°28'15" | 12.03' | N78°30'58"E   | 11.85'       |
| C9          | 52'    | 55°21'30" | 50.24' | N88°57'35"E   | 48.31'       |
| C10         | 52'    | 32°54'42" | 29.87' | N77°44'11"E   | 29.46'       |
| C11         | 52'    | 22°26'47" | 20.37' | N74°35'04"W   | 20.24'       |
| C12         | 32'    | 28°14'33" | 15.77' | N77°28'57"W   | 15.61'       |
| C13         | 32'    | 28°14'33" | 15.77' | N74°16'30"E   | 15.61'       |
| C14         | 32'    | 08°53'54" | 4.97'  | N83°56'50"E   | 4.96'        |
| C15         | 32'    | 19°20'39" | 10.80' | N69°49'33"E   | 10.75'       |
| C16         | 52'    | 55°29'57" | 50.37' | N87°54'12"E   | 48.42'       |
| C17         | 52'    | 45°14'22" | 41.06' | N82°46'24"E   | 40.00'       |
| C18         | 52'    | 10°15'35" | 9.31'  | N69°28'37"W   | 9.30'        |
| C19         | 20'    | 36°33'35" | 12.76' | N82°37'37"W   | 12.55'       |
| C20         | 24'    | 24°44'12" | 10.36' | N66°43'29"E   | 10.28'       |
| C21         | 46'    | 34°02'23" | 27.33' | N71°22'35"E   | 26.93'       |
| C22         | 46'    | 25°20'26" | 20.34' | N67°01'36"E   | 20.18'       |
| C23         | 46'    | 08°41'58" | 6.98'  | N84°02'48"E   | 6.98'        |
| C24         | 35'    | 33°36'24" | 20.53' | N71°35'34"E   | 20.24'       |
| C25         | 24'    | 53°55'21" | 22.59' | N61°26'06"E   | 21.76'       |
| C26         | 20'    | 34°45'09" | 12.13' | N17°05'51"E   | 11.95'       |
| C27         | 20'    | 51°58'56" | 18.15' | N26°16'12"W   | 17.53'       |
| C28         | 24'    | 38°01'04" | 15.92' | N71°16'12"W   | 15.63'       |
| C29         | 24'    | 38°01'04" | 15.92' | N70°42'44"E   | 15.63'       |
| C30         | 20'    | 51°58'56" | 18.15' | N25°42'44"E   | 17.53'       |
| C31         | 20'    | 49°11'37" | 17.17' | N12°52'34"W   | 16.65'       |
| C32         | 24'    | 34°54'55" | 14.63' | N54°55'50"W   | 14.40'       |
| C33         | 540'   | 07°12'51" | 67.99' | N15°14'29"W   | 67.95'       |

CHORD TABLE

| #   | CHORD BEARING | CHORD LENGTH |
|-----|---------------|--------------|
| C33 | N18°00'55"E   | 175.15'      |
| C34 | N18°00'55"E   | 188.34'      |
| C35 | N08°39'59"E   | 93.30'       |
| C36 | N05°43'15"E   | 67.10'       |
| C37 | N02°37'54"E   | 32.60'       |



0 20 40 80  
SCALE: 1"=40'

FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 22B  
SUBDIVISION NO. PL17-0024

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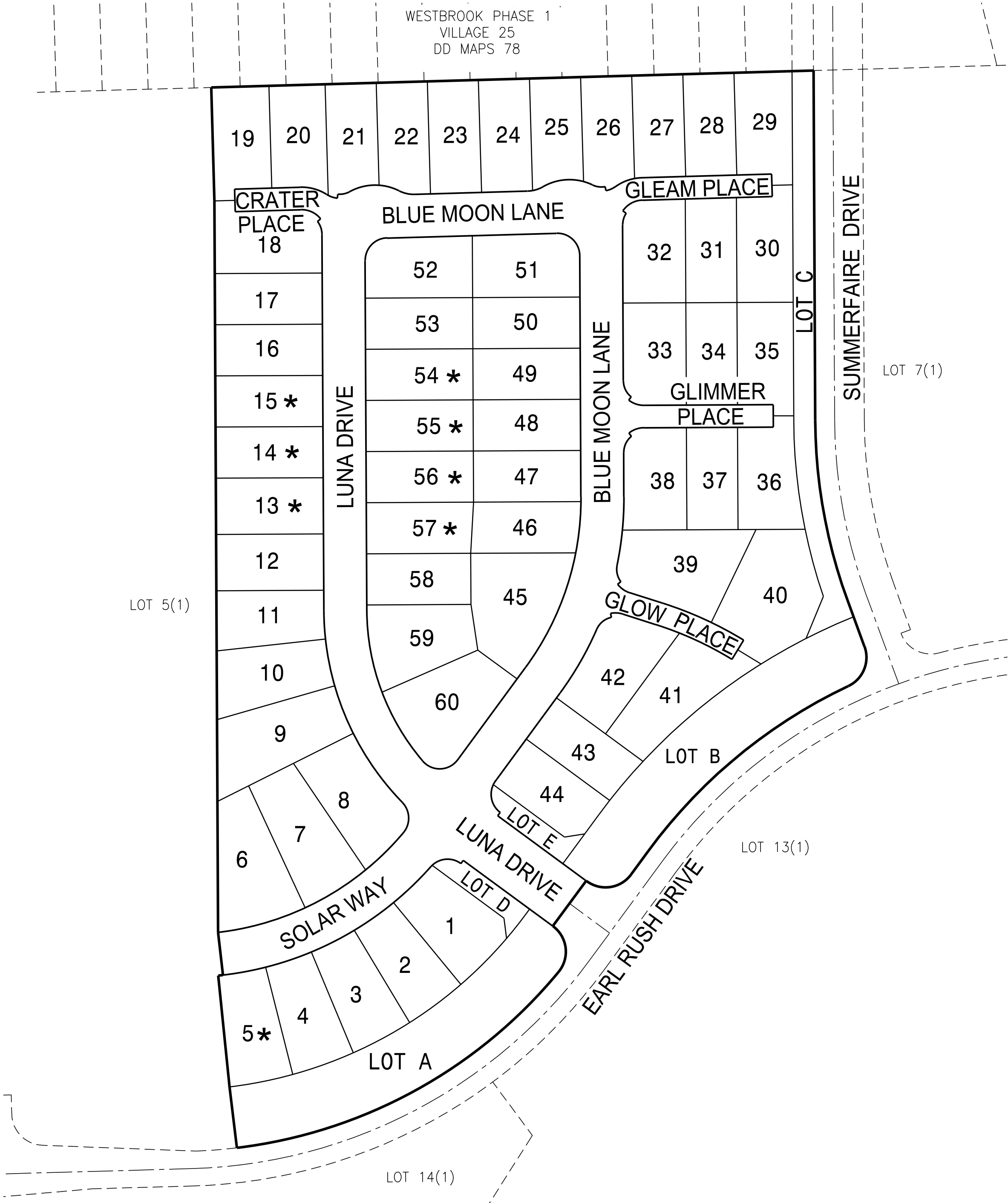
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SHEET 4 OF 5 18254.FED.22B



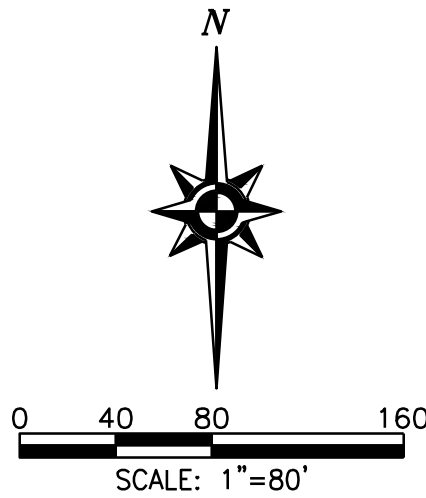


ADDITIONAL INFORMATION FOR INFORMATIONAL  
PURPOSE ONLY PURSUANT TO SECTION 66434.2  
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

\* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF  
FEDERICO - PHASE 1  
VILLAGE 22B  
SUBDIVISION NO. PL17-0024

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SHEET 5 OF 5 18254.FED.22B



## COUNCIL COMMUNICATION

**CC #: 0810**

**File #: 0400-04-13 & 1008**

**Title:** Creekview Specific Plan Phase 2 Backbone Infrastructure - Reimbursement Agreement

**Contact:** Matthew Todd 916-775-5562 mtodd@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.16.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the Reimbursement Agreement between the City and Anthem United Creekview Developments Limited Partnership in the amount of \$415,683, to be paid from the Creekview Set Aside Traffic Mitigation Fund (CSATMF), and authorize the City Manager to execute the agreement on behalf of the City.

### BACKGROUND

On October 3, 2012, City Council approved the Development Agreement (DA) for the Creekview Specific Plan. The DA allows the developer of the Creekview Specific Plan the opportunity to receive reimbursement for City roadway improvements along Blue Oaks Boulevard and Westbrook Boulevard that are beyond the responsibility of the Developer. Funding for the City improvements is supplied through the Creekview Set Aside Traffic Mitigation Fund (CSATMF). The CSATMF is funded by developer fees and is intended to specifically fund the capital improvements associated with Creekview Specific Plan.

With this item, staff recommends City Council adopt a resolution to approve the Reimbursement Agreement between the City and Anthem United Creekview Developments Limited Partnership in the amount of \$415,683, to be paid from the Creekview Set Aside Traffic Mitigation Fund (CSATMF), and authorize the City Manager to execute the agreement on behalf of the City.

### FISCAL IMPACT

The actions requested as part of this item will have no impact to the City's General Fund. This reimbursement agreement is funded through the Creekview Set-aside Traffic Mitigation Fund, which is funded through developer-paid fees collected over time and held in the Developer Reimbursement Account.

### 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 reimbursement agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Matthew Todd, Principal Engineer

Mike Isom, Development Services Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-221

CSP Phase 2 Backbone Infrastructure RA

RESOLUTION NO. 20-221

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the Creekview Specific Plan Phase 2 Backbone Improvements: Blue Oaks Boulevard Segment 4 and Westbrook Boulevard Segment 2 project, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



**CITY/DEVELOPER  
REIMBURSEMENT AGREEMENT**

**Creekview Specific Plan Phase 2 Backbone Improvements:  
Blue Oaks Boulevard Segment 4 and Westbrook Boulevard Segment 2**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Roseville, a municipal corporation, (“CITY”) and Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (“Anthem” or “DEVELOPER”); and

W I T N E S S E T H:

A. DEVELOPER is the owner of certain real property under development known as the Creekview Specific Plan (“Creekview”) located in the City of Roseville (“City”), County of Placer. For the purposes of this Agreement, the term “DEVELOPER” shall mean Anthem, including any subsidiaries or affiliates. The legal description for Creekview is attached hereto as Exhibit “A,” and generally shown on Exhibit “B” incorporated by this reference (the “Property”).

B. CITY and DEVELOPER entered into a Development Agreement dated October 3, 2012, which was recorded against the Property on November 28, 2012, as Document Number 2012-0113752-00 in the Official Records of Placer County, and the First Amendment of Development Agreement, dated November 6, 2019, which was recorded against the Property on December 19, 2019, as Document Number 2019-0103338-00 in the Official Records of Placer County (collectively referred to as “DA”).

C. DEVELOPER intends to develop or oversee development of Creekview as a master planned community consisting of residential, commercial, park, open space, and public-quasi public uses.

D. Pursuant to the DA, certain Public Improvements constructed by DEVELOPER are reimbursable to the DEVELOPER from the CITY with monies collected at the time of building permit issuance for the fee program. The reimbursements are owned personally by DEVELOPER and do not run with the Property to successors and assigns, unless DEVELOPER provides written notice to the CITY that said credits and reimbursements are assigned to a third party.

E. DEVELOPER intends to construct and install improvements shown on Exhibit “C” and described in Exhibit “D,” attached hereto and made part of this Agreement (“Public Improvements”). Specifically, DEVELOPER will be responsible for constructing Blue Oaks Boulevard Segment 4 and Westbrook Boulevard Segment 2.

F. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph E above.

G. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated at approximately four million, two hundred two thousand, seventy eight dollars (\$4,202,078.00) (“Improvement Costs”), as more particularly set out in the breakdown of costs (“Breakdown of Costs and Reimbursements”), Exhibit “E,” attached and incorporated by this reference.

H. Pursuant to the Breakdown of Costs and Reimbursements (Exhibit “E”), the parties have determined that the obligation of Improvement Costs will be allocated among the Creekview TMF Set Aside Fund and DEVELOPER as follows:

|                                 |                       |
|---------------------------------|-----------------------|
| DEVELOPER                       | \$3,786,395.00        |
| Creekview TMF Set Aside<br>Fund | \$415,683.00          |
| <b>TOTAL</b>                    | <b>\$4,202,078.00</b> |

I. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement pursuant to the Breakdown of Costs and Reimbursements by CITY directly to DEVELOPER as described herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER shall be responsible for ensuring that these contractor registration requirements

are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital H, hereof (the "Reimbursable Costs") with funds collected within the Creekview TMF Set Aside Fund. CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the eligible Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and Reimbursements (Exhibit "E") and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the Reimbursable Costs following acceptance by CITY of the Public Improvements on a first completed, first paid basis as monies are collected and made available within the Creekview TMF Set Aside Fund. Upon submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement, CITY shall make quarterly payments to DEVELOPER as funds are available from the Creekview TMF Set Aside Fund.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If, during the course of construction, field conditions require a change of scope different than contemplated in Exhibits "C," "D", or "E" as

referenced above, and prior to making any changes that will affect the scope of this Agreement, DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) calendar days of the award of a contract to a contractor for the CIP eligible Public Improvements.

8. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The

defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "C," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

| <u>POLICY</u>                                                                                                                                                                                                                                                                         | <u>LIMITS OF LIABILITY</u>                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability,<br>Including endorsements for<br>comprehensive form, premises<br>operations, products/completed<br>operations, broad form property<br>damage, independent contractors,<br>contractual, personal injury,<br>explosion/collapse and underground<br>hazard | Bodily Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Property Damage:<br>\$2,000,000 each occurrence<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Workers' Compensation                                                                                                                                                                                                                                                                 | Statutory                                                                                                                                                                                             |
| Automobile Liability                                                                                                                                                                                                                                                                  | \$1,000,000 combined single limit                                                                                                                                                                     |

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

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and



noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01

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

c. Cancellation/Modification. DEVELOPER shall provide ten (10) calendar days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's

indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

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

g. Waiver of Subrogation. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability, or Automobile Liability policy. All Workers Compensation, Commercial General Liability, and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by DEVELOPER, its employees, agents and subcontractors.

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

10. Obligations Arising From Agreement. Neither the General Fund nor any other fund or monies of CITY, except for the Creekview TMF Set Aside Fund, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY’s

obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

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

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

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of

Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2020, and DEVELOPER and CITY have caused this Agreement to be executed.

(Signatures on following page)

**CITY:**

CITY OF ROSEVILLE, a  
Municipal corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

**ATTEST:**

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

**DEVELOPER:**

ANTHEM  
Anthem United Creekview Developments Limited Partnership,  
a Washington limited partnership

By: Anthem United Creekview Management, LLC,  
A Washington limited liability company  
Its: General Partner

By:  \_\_\_\_\_  
Brian Moore

Its: Vice President

(NOTARIZATION REQUIRED)

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

**APPROVED AS TO SUBSTANCE:**

BY: Marc Stout  
MARC STOUT  
City Engineer

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer }

On May 28, 2020 before me, Bonnie Kwan, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore  
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 [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## EXHIBITS

|           |                                       |
|-----------|---------------------------------------|
| Exhibit A | Legal Description                     |
| Exhibit B | Property                              |
| Exhibit C | Public Improvements                   |
| Exhibit D | Public Improvements - Description     |
| Exhibit E | Breakdown of Costs and Reimbursements |

**EXHIBIT A  
LEGAL DESCRIPTION**

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 14, Township 11 North, Range 5 East, Mount Diablo Meridian, being more particularly described as follows:

Being the Lands of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, as described in that certain Grant Deed recorded July 18, 2019 as Document No. 2019-0050338, and that certain Grant Deed recorded May 24, 2019 as Document No. 2019-0034778, Official Records of Placer County, as shown on that map titled "Final Map of Creekview-Phase I Large Lot Subdivision, Subdivision No. PL18-0190", filed for record on \_\_\_\_\_, in Book \_\_\_\_ of Maps, at Page \_\_\_\_, Placer County. Records

Containing 461.327 acres of land, more or less.

*See "Exhibit B", plat to accompany description, attached hereto and made a part hereof.*

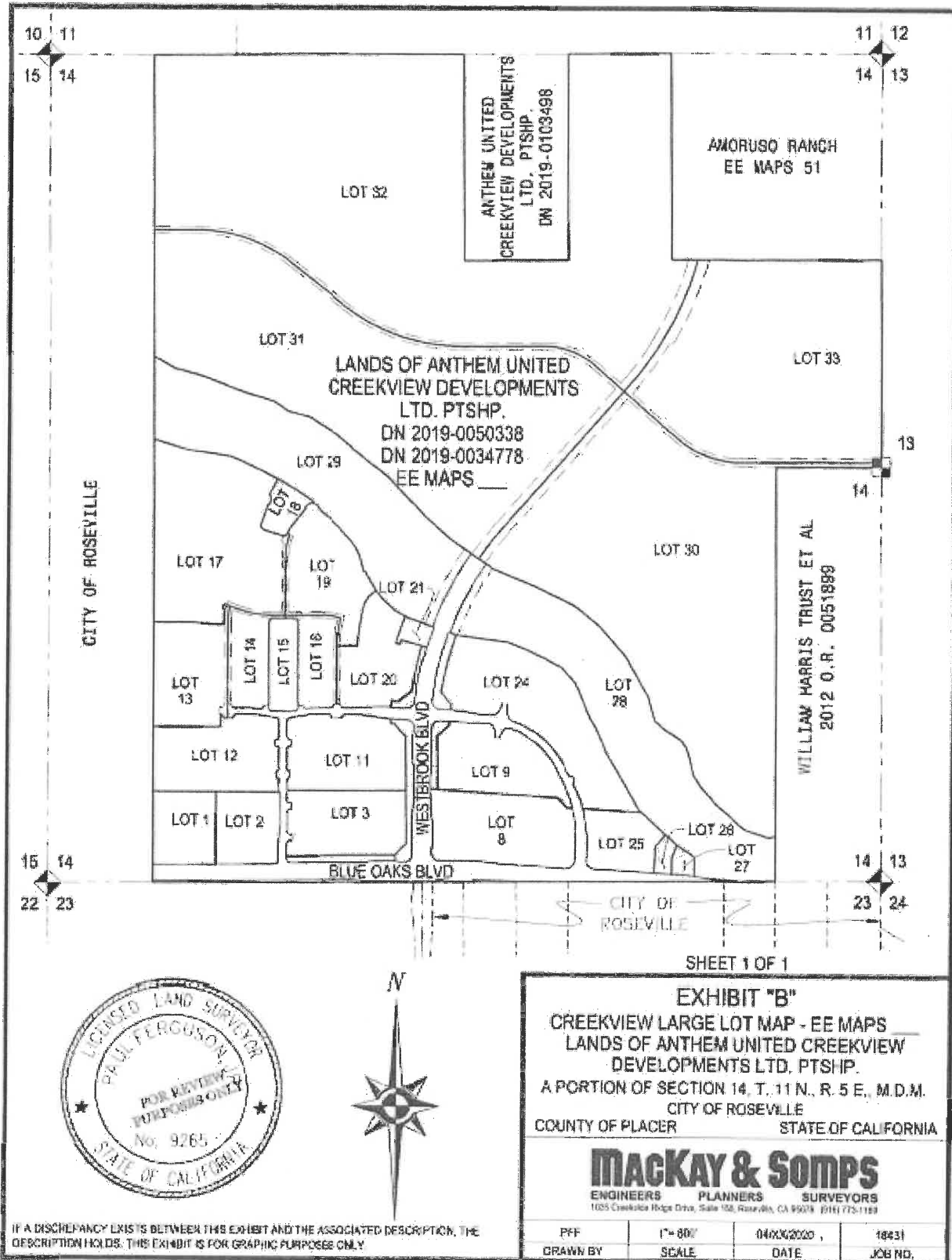
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Paul Ferguson, Jr., PLS 9265  
License Expiration Date: 03-31-2022

Date: \_\_\_\_\_

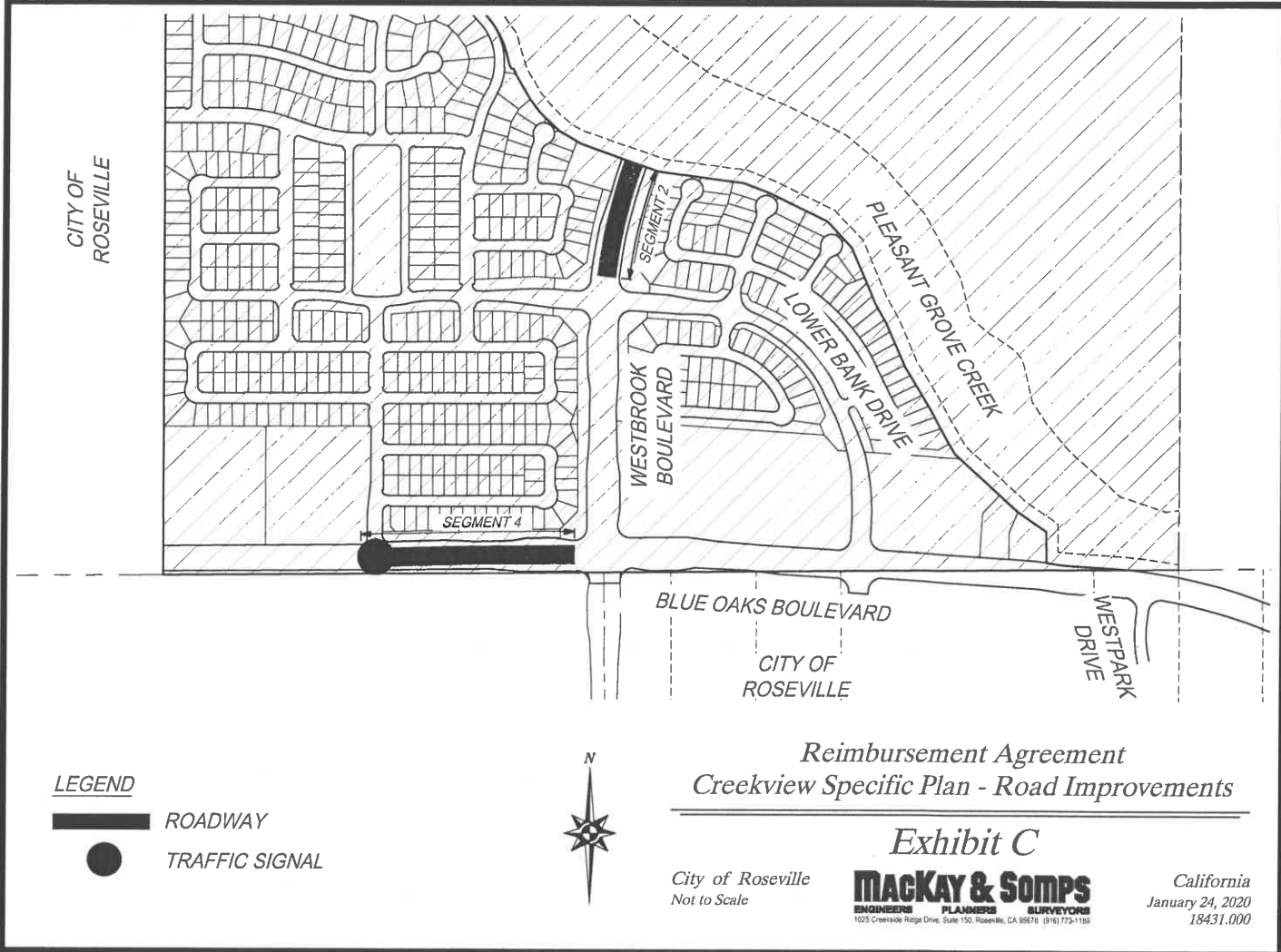


**EXHIBIT B  
PROPERTY**



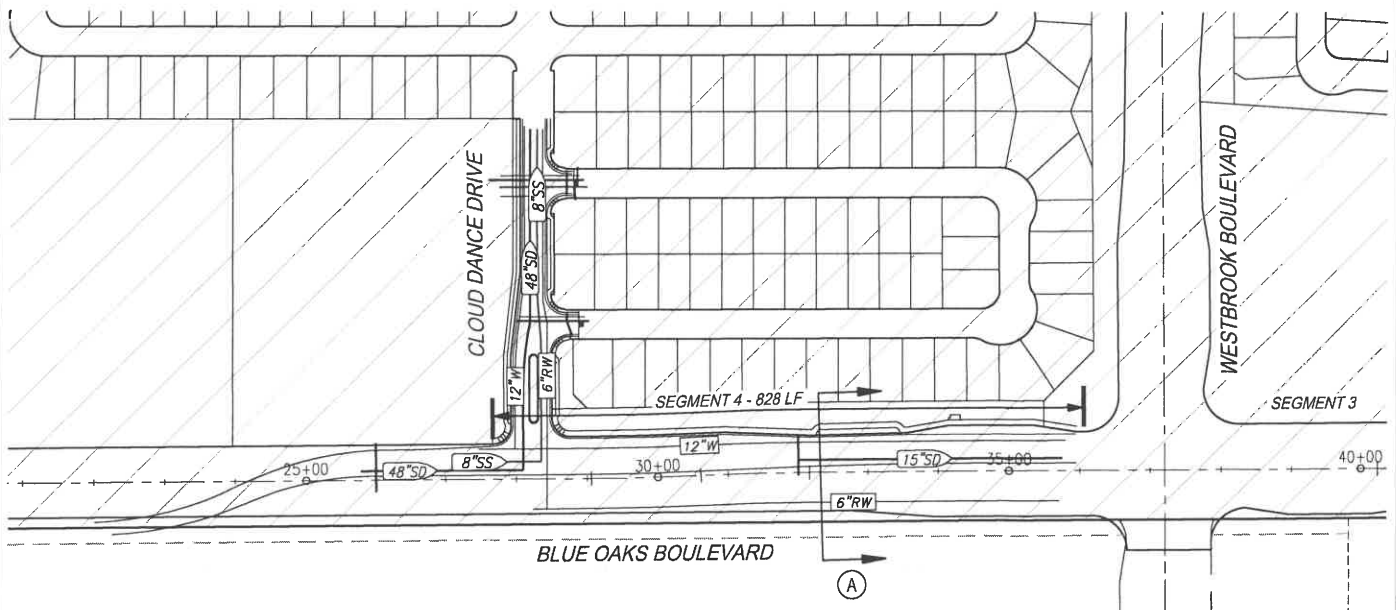
**Exhibit C**  
**Public Improvements**

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1-23-2020 07:13:27 rdcickey P:\18431\EST\Admin\Estimates\Phase 2 - Reimbursement Estimate\Anthem-City PH2 RA Estimate\RA\Exhibit C.dwg  
[1] P:\18431\cs\0-CS-AD.dwg [2] P:\18431\EST\PLN\Applications\TM\SLTM\0-CS-CV.dwg

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*Reimbursement Agreement  
Creekview Specific Plan - Road Improvements  
Segment 4 of Blue Oaks Boulevard*

*Exhibit C-1*

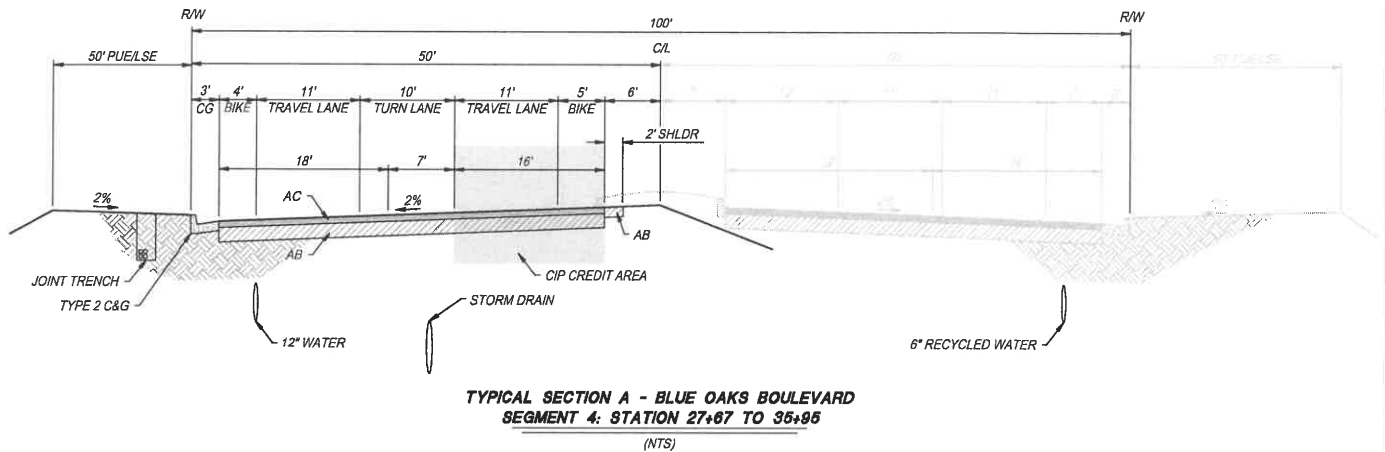
City of Roseville  
Not to Scale

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 775-1189

California  
January 24, 2020  
18431.000



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*Reimbursement Agreement  
Creekview Specific Plan - Road Improvements  
Cross Section - Segment 4 of Blue Oaks Boulevard*

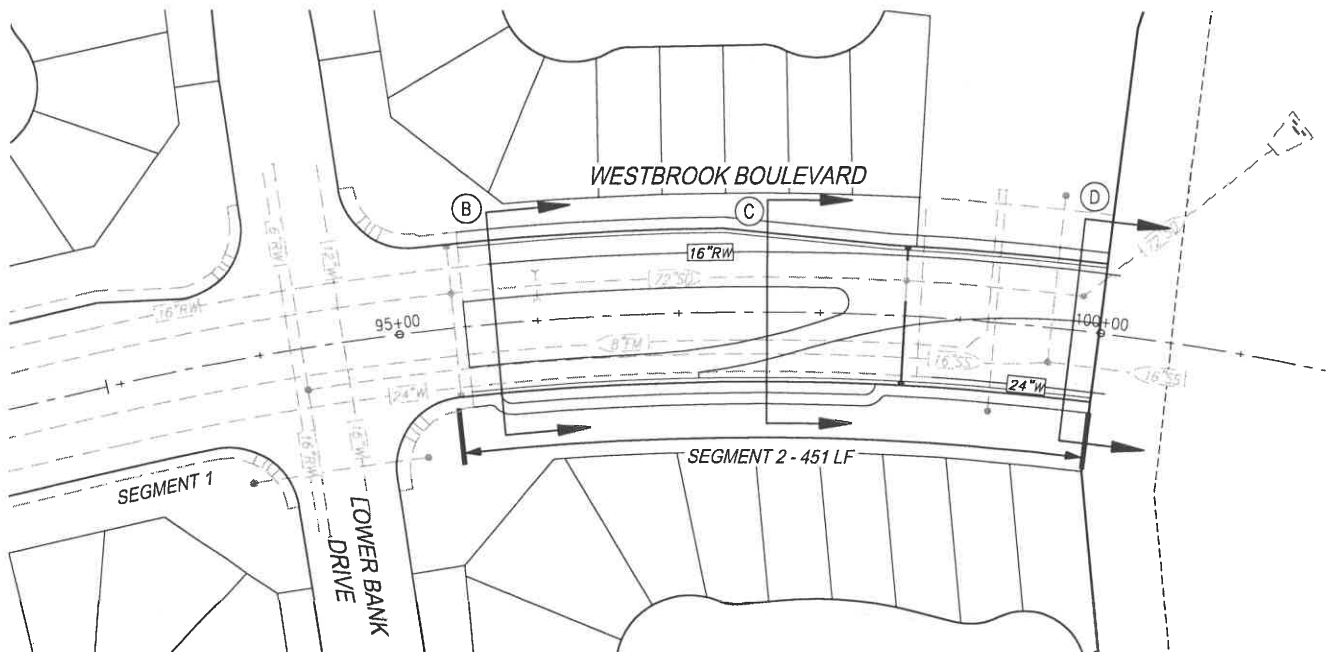
*Exhibit C-1.1*

City of Roseville  
Not to Scale

**MACKEY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

California  
January 24, 2020  
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*Reimbursement Agreement  
Creekview Specific Plan - Road Improvements  
Segment 2 of Westbrook Boulevard*

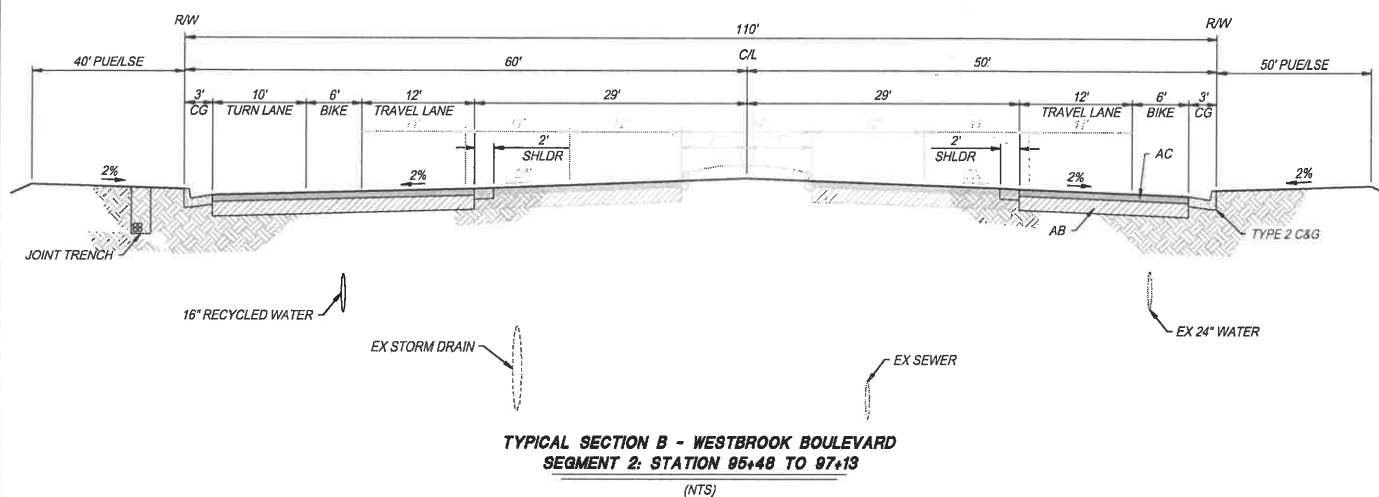


City of Roseville  
Not to Scale

**Exhibit C-2**  
**MACKEY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

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*Reimbursement Agreement  
Creekview Specific Plan - Road Improvements  
Cross Section - Segment 2 of Westbrook Boulevard*

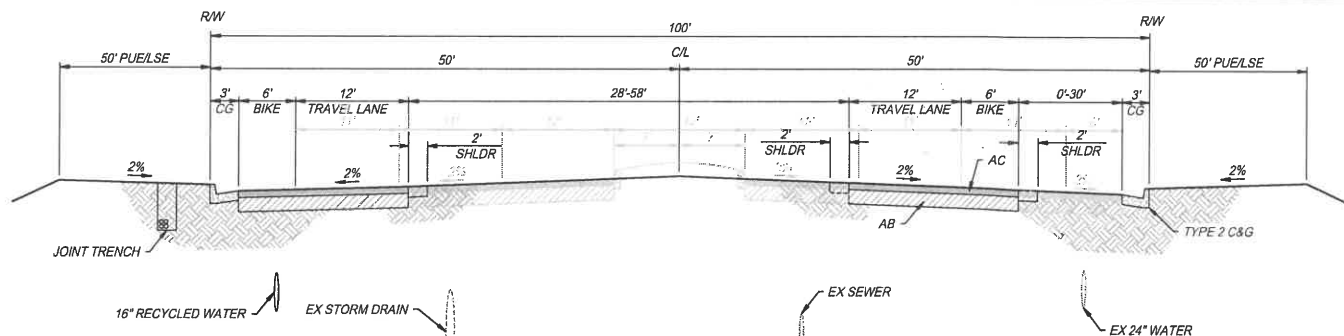
**Exhibit C-2.1**

City of Roseville  
Not to Scale

**MACKay & Soms**  
ENGINEERS PLANNERS SURVEYORS  
1023 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

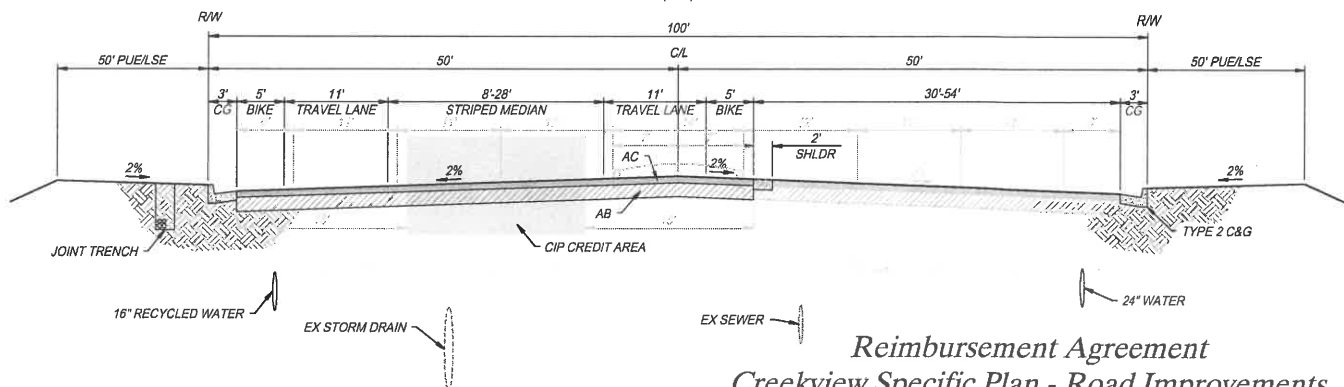
California  
January 24, 2020  
18431.000

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**TYPICAL SECTION C - WESTBROOK BOULEVARD  
SEGMENT 2: STATION 97+13 TO 98+20**

(NTS)



**TYPICAL SECTION D - WESTBROOK BOULEVARD  
SEGMENT 2: STATION 98+20 TO 99+99**

(NTS)

*Reimbursement Agreement  
Creekview Specific Plan - Road Improvements  
Cross Section - Segment 2 of Westbrook Boulevard*

**Exhibit C-2.2**

City of Roseville  
Not to Scale

**MACKay & SompS**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

California  
January 24, 2020  
18431.000

## **Exhibit D**

### **Public Improvements – Description**

The improvements subject to this reimbursement agreement include all those items identified as improvements in excess of the DEVELOPER's obligation within the Development Agreement of the Creekview Specific Plan and as identified in either the CITY's Capital Improvement Program (CIP). Reimbursements include the costs of design, plan review, construction, inspection, and construction management for eligible improvements identified in the fee programs, the costs of which are shown as separate line items.

Construction of reimbursable improvements are shown on Exhibits C through Exhibit C-2 and include portions of Westbrook Boulevard Segment 2 and the northerly frontage obligations of Blue Oaks Boulevard Segment 4, with eligible improvements being reimbursed per this agreement. Removal of transitions and other accommodations of any phased construction are the obligation of the DEVELOPER and not subject to reimbursement. More particularly the reimbursable improvements include:

**Blue Oaks Boulevard Segment 4** – As shown on Exhibit C, C-1 and C-1.1, this roadway fronts the southern boundary of the Creekview property and extends from the western curb return of Cloud Dance Drive to the western curb return of Westbrook Boulevard (approximately 828 linear feet) as the northerly half section of a six-lane arterial roadway. Reimbursable CIP improvements include, but are not limited to, the final grading of the southern 16-feet of the north half of the road section, the placement of aggregate base and asphalt pavement that make up the road section of the southern 16-feet of road, and all traffic signal conduit, loops and pole installations for the future installation of the traffic signal at Blue Oaks Boulevard and Cloud Dance Drive.

**Westbrook Boulevard Segment 2** – As shown on Exhibit C, C-2, C-2.1 and C-2.2, this roadway extends from the northern curb return of Lower Bank Drive to the southern boundary of the Pleasant Grove Creek Open Space (Parcels C-53 and C-54)(approximately 451 linear feet). Reimbursable CIP improvements include but are not limited to the final grading of, and the placement of aggregate base and asphalt pavement that make up the road section of, permanent pavement in excess of the quantity equal to DEVELOPER's obligation. Additional reimbursable improvements from other parties, not part of this agreement, includes reimbursement for upsized potable water and recycled water.

**Exhibit E**  
**Breakdown of Costs and Reimbursements**

|                        | Total<br>Costs     | Developer Costs    | Reimbursements                           |                         |
|------------------------|--------------------|--------------------|------------------------------------------|-------------------------|
|                        |                    |                    | Capital Improvement<br>Program Fee (CIP) | Total<br>Reimbursements |
| Blue Oaks Blvd - Seg 4 | \$2,962,427        | \$2,636,042        | \$326,385                                | \$326,385               |
| Westbrook Blvd - Seg 2 | \$1,239,651        | \$1,150,353        | \$89,298                                 | \$89,298                |
|                        | <b>\$4,202,078</b> | <b>\$3,786,395</b> | <b>\$415,683</b>                         | <b>\$415,683</b>        |



**Major Backbone Infrastructure**

**COST SUMMARY**

| <i>Description</i>         | <i>Mass Grading</i> | <i>Sewer</i>     | <i>Drainage</i>   | <i>Potable Water</i> | <i>Recycled Water</i> | <i>Dry Utilities</i> | <i>Streetwork</i> | <i>Concrete</i>   | <i>Miscellaneous</i> | <i>Soft Costs</i> | <i>Cumulative</i>   |
|----------------------------|---------------------|------------------|-------------------|----------------------|-----------------------|----------------------|-------------------|-------------------|----------------------|-------------------|---------------------|
| <i>Blue Oaks Segment 4</i> | \$ 45,039           | \$ 81,750        | \$ 239,740        | \$ 401,365           | \$ 91,220             | \$ 485,000           | \$ 727,025        | \$ 149,500        | \$ 248,050           | \$ 493,738        | \$ 2,962,427        |
| <i>Westbrook Segment 2</i> | \$ 20,698           | \$ 2,100         | \$ 44,900         | \$ 28,135            | \$ 74,460             | \$ 267,900           | \$ 255,395        | \$ 58,455         | \$ 281,000           | \$ 206,609        | \$ 1,239,651        |
| <b>TOTALS:</b>             | <b>\$ 65,737</b>    | <b>\$ 83,850</b> | <b>\$ 284,640</b> | <b>\$ 429,500</b>    | <b>\$ 165,680</b>     | <b>\$ 752,900</b>    | <b>\$ 982,420</b> | <b>\$ 207,955</b> | <b>\$ 529,050</b>    | <b>\$ 700,346</b> | <b>\$ 4,202,078</b> |

**Major Backbone Infrastructure**  
**REIMBURSEMENT FROM CITY SUMMARY**

| <i>Description</i>                 | <i>Mass Grading</i> | <i>Sewer</i> | <i>Drainage</i> | <i>Potable Water</i> | <i>Recycled Water</i> | <i>Dry Utilities</i> | <i>Streetwork</i> | <i>Concrete</i> | <i>Miscellaneous</i> | <i>Soft Costs</i> | <i>Cumulative</i> |
|------------------------------------|---------------------|--------------|-----------------|----------------------|-----------------------|----------------------|-------------------|-----------------|----------------------|-------------------|-------------------|
| <i>Blue Oaks Segment 4 - Reimb</i> | \$ -                | \$ -         | \$ -            | \$ -                 | \$ -                  | \$ -                 | \$ 271,988        | \$ -            | \$ -                 | \$ 54,398         | \$ 326,385        |
| <i>Westbrook Segment 2 - Reimb</i> | \$ -                | \$ -         | \$ -            | \$ -                 | \$ -                  | \$ -                 | \$ 74,415         | \$ -            | \$ -                 | \$ 14,883         | \$ 89,298         |
| <b>TOTALS:</b>                     | <b>\$ -</b>         | <b>\$ -</b>  | <b>\$ -</b>     | <b>\$ -</b>          | <b>\$ -</b>           | <b>\$ -</b>          | <b>\$ 346,403</b> | <b>\$ -</b>     | <b>\$ -</b>          | <b>\$ 69,281</b>  | <b>\$ 415,683</b> |

Preliminary Opinion of Construction Costs  
Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Sanitary Sewer:**

|   |                                        |     |    |              |              |
|---|----------------------------------------|-----|----|--------------|--------------|
| 1 | 6" VCP Sewer Pipe                      | 70  | LF | \$ 65.00     | \$ 4,550.00  |
| 2 | 8" VCP Sewer Pipe                      | 620 | EA | \$ 80.00     | \$ 49,600.00 |
| 3 | 48" SSMH                               | 2   | EA | \$ 10,000.00 | \$ 20,000.00 |
| 4 | 4" Sanitary Sewer Service w/ Clean Out | 2   | EA | \$ 1,800.00  | \$ 3,600.00  |
| 5 | Cap & Mark End                         | 3   | EA | \$ 1,000.00  | \$ 3,000.00  |
| 6 | Connect to Existing                    | 1   | EA | \$ 1,000.00  | \$ 1,000.00  |

**Sanitary Sewer Subtotal: \$ 81,750.00**

**Storm Drainage:**

|    |                                           |     |    |              |              |
|----|-------------------------------------------|-----|----|--------------|--------------|
| 7  | 12" Storm Drain Pipe                      | 180 | LF | \$ 40.00     | \$ 7,200.00  |
| 8  | 15" Storm Drain Pipe                      | 535 | LF | \$ 43.00     | \$ 23,005.00 |
| 9  | 18" Storm Drain Pipe                      | 90  | LF | \$ 44.00     | \$ 3,960.00  |
| 10 | 48" Storm Drain Pipe                      | 720 | LF | \$ 130.00    | \$ 93,600.00 |
| 11 | 48" SDMH                                  | 3   | EA | \$ 4,450.00  | \$ 13,350.00 |
| 12 | 72" SDMH                                  | 3   | EA | \$ 10,100.00 | \$ 30,300.00 |
| 13 | 84" SDMH                                  | 1   | EA | \$ 17,100.00 | \$ 17,100.00 |
| 14 | Type "C" Drain Inlet                      | 6   | EA | \$ 3,250.00  | \$ 19,500.00 |
| 15 | Type "F" Drain Inlet                      | 3   | EA | \$ 3,175.00  | \$ 9,525.00  |
| 16 | Bioretention Appurtenances at Drain Inlet | 1   | EA | \$ 14,700.00 | \$ 14,700.00 |
| 17 | Remove Existing Type "F" Drain Inlet      | 1   | EA | \$ 1,500.00  | \$ 1,500.00  |
| 18 | Cap and Mark End                          | 4   | EA | \$ 1,000.00  | \$ 4,000.00  |
| 19 | Connect to Existing                       | 2   | EA | \$ 1,000.00  | \$ 2,000.00  |

**Storm Drainage Subtotal: \$ 239,740.00**

**Potable Water:**

|    |                                                                          |       |    |               |               |
|----|--------------------------------------------------------------------------|-------|----|---------------|---------------|
| 20 | 8" Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints)  | 170   | LF | \$ 60.00      | \$ 10,200.00  |
| 21 | 12" Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints) | 1,250 | LF | \$ 75.00      | \$ 93,750.00  |
| 22 | 12" Water (DIP CL 350 Includes: Fittings, Bends, Restrained Joints)      | 85    | LF | \$ 95.00      | \$ 8,075.00   |
| 23 | 8" Gate Valve                                                            | 2     | EA | \$ 1,900.00   | \$ 3,800.00   |
| 24 | 12" Gate Valve                                                           | 5     | EA | \$ 2,800.00   | \$ 14,000.00  |
| 25 | 2" Blow-Off Valve                                                        | 4     | EA | \$ 2,760.00   | \$ 11,040.00  |
| 26 | Fire Hydrant Assembly (with Tee and Valve)                               | 1     | EA | \$ 8,500.00   | \$ 8,500.00   |
| 27 | Connect to Existing                                                      | 2     | EA | \$ 1,000.00   | \$ 2,000.00   |
| 28 | ASR Groundwater Wells (Drill & Cap Only)                                 | 1     | LS | \$ 250,000.00 | \$ 250,000.00 |

**Potable Water Subtotal: \$ 401,365.00**

**Recycled Water:**

|    |                                                                                  |       |    |             |              |
|----|----------------------------------------------------------------------------------|-------|----|-------------|--------------|
| 29 | 6" Recycled Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints) | 1,270 | LF | \$ 55.00    | \$ 69,850.00 |
| 30 | 6" Recycled Water (DIP CL 350 Includes: Fittings, Bends, Restrained Joints)      | 80    | LF | \$ 85.00    | \$ 6,800.00  |
| 31 | 6" Gate Valve                                                                    | 4     | EA | \$ 1,350.00 | \$ 5,400.00  |
| 50 | 2" Blow-Off Valve                                                                | 2     | EA | \$ 2,760.00 | \$ 5,520.00  |
| 55 | Irrigation Sleeves                                                               | 55    | LF | \$ 30.00    | \$ 1,650.00  |
| 34 | Connect to Existing                                                              | 2     | EA | \$ 1,000.00 | \$ 2,000.00  |

**Recycled Water Subtotal: \$ 91,220.00**

**Dry Utilities:**

|    |                                                                |       |    |               |               |
|----|----------------------------------------------------------------|-------|----|---------------|---------------|
| 35 | Street Lights per Roseville Electric (Lights/Wire/Transformer) | 1,500 | LF | \$ 50.00      | \$ 75,000.00  |
| 36 | Joint Utility Trench Conduit System                            | 1,500 | LF | \$ 160.00     | \$ 240,000.00 |
| 37 | Roseville Electric Construction Costs                          | 1     | LS | \$ 170,000.00 | \$ 170,000.00 |

**Dry Utilities Subtotal: \$ 485,000.00**

Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Streetwork:**

|    |                                                                       |        |    |               |               |
|----|-----------------------------------------------------------------------|--------|----|---------------|---------------|
| 38 | Paving 2" AC on 9" AB                                                 | 17,500 | SF | \$ 3.40       | \$ 59,500.00  |
| 39 | Paving 3.5" AC on 12.5" AB                                            | 600    | SF | \$ 4.25       | \$ 2,550.00   |
| 40 | Paving 4.5" AC on 18.5" AB                                            | 17,800 | SF | \$ 5.95       | \$ 105,910.00 |
| 41 | Geotextile Fabric Under Paving Section, as needed                     | 18,400 | SF | \$ 0.10       | \$ 1,840.00   |
| 42 | Paving 7" AC / 12" AB / 12" LTS                                       | 39,400 | SF | \$ 7.60       | \$ 299,440.00 |
| 43 | 6" AB Shoulder                                                        | 3,930  | SF | \$ 2.00       | \$ 7,860.00   |
| 44 | Roadway Subgrade Preparation (Including Curb, Gutter, Monolithic Side | 90,000 | SF | \$ 0.55       | \$ 49,500.00  |
| 45 | Underground Traffic Signal Installation                               | 1      | LS | \$ 164,000.00 | \$ 164,000.00 |
| 46 | Timber Barricade                                                      | 85     | LF | \$ 85.00      | \$ 7,225.00   |
| 47 | Temporary Pedestrian Barricade                                        | 9      | EA | \$ 500.00     | \$ 4,500.00   |
| 48 | Remove Existing Street Barricade                                      | 2      | EA | \$ 1,000.00   | \$ 2,000.00   |
| 49 | Survey Monument Well                                                  | 2      | EA | \$ 1,350.00   | \$ 2,700.00   |
| 50 | Signing & Striping                                                    | 1      | LS | \$ 20,000.00  | \$ 20,000.00  |

**Streetwork Subtotal: \$ 727,025.00**

**Concrete:**

|    |                                                                    |       |    |              |              |
|----|--------------------------------------------------------------------|-------|----|--------------|--------------|
| 51 | Type 2 Vertical Curb & Gutter                                      | 1,425 | LF | \$ 21.00     | \$ 29,925.00 |
| 52 | Type 1 Rolled Curb & Gutter                                        | 50    | LF | \$ 20.00     | \$ 1,000.00  |
| 53 | Type 2 Barrier Curb                                                | 210   | LF | \$ 20.00     | \$ 4,200.00  |
| 54 | Monolithic Sidewalk (6" PCC / Native) (Measured Through Ped Ramps) | 6,300 | SF | \$ 5.25      | \$ 33,075.00 |
| 55 | Detached Sidewalk (6" PCC / Native) (Measured Through Ped Ramps)   | 4,600 | SF | \$ 5.75      | \$ 26,450.00 |
| 56 | Bus Turnout and Bus Shelter Pad                                    | 1     | EA | \$ 29,950.00 | \$ 29,950.00 |
| 57 | Pedestrian Ramp (Includes Truncated Domes and Additional Labor)    | 6     | EA | \$ 4,150.00  | \$ 24,900.00 |

**Concrete Subtotal: \$ 149,500.00**

**Mass Grading**

|    |                                                                    |        |    |             |              |
|----|--------------------------------------------------------------------|--------|----|-------------|--------------|
| 58 | Stabilized Construction Entrance                                   | 2      | EA | \$ 3,850.00 | \$ 7,700.00  |
| 59 | Clearing & Grubbing - Blue Oaks Boulevard Segment 4                | 3.5    | AC | \$ 1,200.00 | \$ 4,200.00  |
| 60 | Sawcut and Remove Existing Pavement - Blue Oaks Boulevard Segment  | 13,260 | SF | \$ 0.65     | \$ 8,619.00  |
| 61 | High Visibility Construction Fence - Blue Oaks Boulevard Segment 3 | 1,600  | LF | \$ 1.95     | \$ 3,120.00  |
| 62 | Rough Grading - Blue Oaks Boulevard Segment 3                      | 4,600  | CY | \$ 2.75     | \$ 12,650.00 |
| 63 | Erosion Control                                                    | 3.5    | AC | \$ 2,500.00 | \$ 8,750.00  |

**Mass Grading Subtotal: \$ 45,039.00**

**Miscellaneous:**

|    |                          |        |    |           |               |
|----|--------------------------|--------|----|-----------|---------------|
| 64 | 6' Masonry Wall          | 745    | SF | \$ 130.00 | \$ 96,850.00  |
| 65 | Landscaping / Irrigation | 25,200 | SF | \$ 6.00   | \$ 151,200.00 |

**Miscellaneous Subtotal: \$ 248,050.00**

|                                 |                        |
|---------------------------------|------------------------|
| <b>Estimate Subtotal:</b>       | <b>\$ 2,468,689.00</b> |
| <b>20% Soft Costs:</b>          | <b>\$ 493,737.80</b>   |
| <b>Estimated Project Total:</b> | <b>\$ 2,962,426.80</b> |

Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Sanitary Sewer:**

|   |                                        |  |  |  |      |
|---|----------------------------------------|--|--|--|------|
| 1 | 6" VCP Sewer Pipe                      |  |  |  | \$ - |
| 2 | 8" VCP Sewer Pipe                      |  |  |  | \$ - |
| 3 | 48" SSMH                               |  |  |  | \$ - |
| 4 | 4" Sanitary Sewer Service w/ Clean Out |  |  |  | \$ - |
| 5 | Cap & Mark End                         |  |  |  | \$ - |
| 6 | Connect to Existing                    |  |  |  | \$ - |

**Sanitary Sewer Subtotal:** \$ -

**Storm Drainage:**

|    |                                           |  |  |  |      |
|----|-------------------------------------------|--|--|--|------|
| 7  | 12" Storm Drain Pipe                      |  |  |  | \$ - |
| 8  | 15" Storm Drain Pipe                      |  |  |  | \$ - |
| 9  | 18" Storm Drain Pipe                      |  |  |  | \$ - |
| 10 | 48" Storm Drain Pipe                      |  |  |  | \$ - |
| 11 | 48" SDMH                                  |  |  |  | \$ - |
| 12 | 72" SDMH                                  |  |  |  | \$ - |
| 13 | 84" SDMH                                  |  |  |  | \$ - |
| 14 | Type "C" Drain Inlet                      |  |  |  | \$ - |
| 15 | Type "F" Drain Inlet                      |  |  |  | \$ - |
| 16 | Bioretention Appurtenances at Drain Inlet |  |  |  | \$ - |
| 17 | Remove Existing Type "F" Drain Inlet      |  |  |  | \$ - |
| 18 | Cap and Mark End                          |  |  |  | \$ - |
| 19 | Connect to Existing                       |  |  |  | \$ - |

**Storm Drainage Subtotal:** \$ -

**Potable Water:**

|    |                                                                          |  |  |  |      |
|----|--------------------------------------------------------------------------|--|--|--|------|
| 20 | 8" Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints)  |  |  |  | \$ - |
| 21 | 12" Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints) |  |  |  | \$ - |
| 22 | 12" Water (DIP CL 350 Includes: Fittings, Bends, Restrained Joints)      |  |  |  | \$ - |
| 23 | 8" Gate Valve                                                            |  |  |  | \$ - |
| 24 | 12" Gate Valve                                                           |  |  |  | \$ - |
| 25 | 2" Blow-Off Valve                                                        |  |  |  | \$ - |
| 26 | Fire Hydrant Assembly (with Tee and Valve)                               |  |  |  | \$ - |
| 27 | Connect to Existing                                                      |  |  |  | \$ - |
| 28 | ASR Groundwater Wells (Drill & Cap Only)                                 |  |  |  | \$ - |

**Potable Water Subtotal:** \$ -

**Recycled Water:**

|    |                                                                                  |  |  |  |      |
|----|----------------------------------------------------------------------------------|--|--|--|------|
| 29 | 6" Recycled Water (PVC C900 CL 150 Includes: Fittings, Bends, Restrained Joints) |  |  |  | \$ - |
| 30 | 6" Recycled Water (DIP CL 350 Includes: Fittings, Bends, Restrained Joints)      |  |  |  | \$ - |
| 31 | 6" Gate Valve                                                                    |  |  |  | \$ - |
| 50 | 2" Blow-Off Valve                                                                |  |  |  | \$ - |
| 55 | Irrigation Sleeves                                                               |  |  |  | \$ - |
| 34 | Connect to Existing                                                              |  |  |  | \$ - |

**Recycled Water Subtotal:** \$ -

**Dry Utilities:**

|    |                                                                |  |  |  |      |
|----|----------------------------------------------------------------|--|--|--|------|
| 35 | Street Lights per Roseville Electric (Lights/Wire/Transformer) |  |  |  | \$ - |
| 36 | Joint Utility Trench Conduit System                            |  |  |  | \$ - |
| 37 | Roseville Electric Construction Costs                          |  |  |  | \$ - |

**Dry Utilities Subtotal:** \$ -

Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Streetwork:**

|    |                                                                       |        |    |               |               |
|----|-----------------------------------------------------------------------|--------|----|---------------|---------------|
| 38 | Paving 2" AC on 9" AB                                                 |        |    |               |               |
| 39 | Paving 3.5" AC on 12.5" AB                                            |        |    |               |               |
| 40 | Paving 4.5" AC on 18.5" AB                                            |        |    |               |               |
| 41 | Geotextile Fabric Under Paving Section, as needed                     |        |    |               |               |
| 42 | Paving 7" AC / 12" AB / 12" LTS                                       | 13,250 | SF | \$ 7.60       | \$ 100,700.00 |
| 43 | 6" AB Shoulder                                                        |        |    |               |               |
| 44 | Roadway Subgrade Preparation (Including Curb, Gutter, Monolithic Side | 13,250 | SF | \$ 0.55       | \$ 7,287.50   |
| 45 | Underground Traffic Signal Installation                               | 1      | LS | \$ 164,000.00 | \$ 164,000.00 |
| 46 | Timber Barricade                                                      |        |    |               |               |
| 47 | Temporary Pedestrian Barricade                                        |        |    |               |               |
| 48 | Remove Existing Street Barricade                                      |        |    |               |               |
| 49 | Survey Monument Well                                                  |        |    |               |               |
| 50 | Signing & Striping                                                    |        |    |               |               |

*Streetwork Subtotal:* \$ 271,987.50

**Concrete:**

|    |                                                                    |  |  |  |  |
|----|--------------------------------------------------------------------|--|--|--|--|
| 51 | Type 2 Vertical Curb & Gutter                                      |  |  |  |  |
| 52 | Type 1 Rolled Curb & Gutter                                        |  |  |  |  |
| 53 | Type 2 Barrier Curb                                                |  |  |  |  |
| 54 | Monolithic Sidewalk (6" PCC / Native) (Measured Through Ped Ramps) |  |  |  |  |
| 55 | Detached Sidewalk (6" PCC / Native) (Measured Through Ped Ramps)   |  |  |  |  |
| 56 | Bus Turnout and Bus Shelter Pad                                    |  |  |  |  |
| 57 | Pedestrian Ramp (Includes Truncated Domes and Additional Labor)    |  |  |  |  |

*Concrete Subtotal:* \$ -

**Mass Grading**

|    |                                                                     |  |  |  |  |
|----|---------------------------------------------------------------------|--|--|--|--|
| 58 | Stabilized Construction Entrance                                    |  |  |  |  |
| 59 | Clearing & Grubbing - Blue Oaks Boulevard Segment 4                 |  |  |  |  |
| 60 | Sawcut and Remove Existing Pavement - Blue Oaks Boulevard Segment 4 |  |  |  |  |
| 61 | High Visibility Construction Fence - Blue Oaks Boulevard Segment 3  |  |  |  |  |
| 62 | Rough Grading - Blue Oaks Boulevard Segment 3                       |  |  |  |  |
| 63 | Erosion Control                                                     |  |  |  |  |

*Mass Grading Subtotal:* \$ -

**Miscellaneous:**

|    |                          |  |  |  |  |
|----|--------------------------|--|--|--|--|
| 64 | 6' Masonry Wall          |  |  |  |  |
| 65 | Landscaping / Irrigation |  |  |  |  |

*Miscellaneous Subtotal:* \$ -

|                                       |               |
|---------------------------------------|---------------|
| <i>Estimate Subtotal:</i>             | \$ 271,987.50 |
| <i>20% Soft Costs:</i>                | \$ 54,397.50  |
| <i>Estimated Reimbursement Total:</i> | \$ 326,385.00 |



Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Sanitary Sewer:**

|   |                                      |   |    |             |             |
|---|--------------------------------------|---|----|-------------|-------------|
| 1 | Adjust Existing Manhole Rim to Grade | 1 | EA | \$ 2,100.00 | \$ 2,100.00 |
|---|--------------------------------------|---|----|-------------|-------------|

*Sanitary Sewer Subtotal: \$ 2,100.00*

**Storm Drainage:**

|   |                                           |    |    |              |              |
|---|-------------------------------------------|----|----|--------------|--------------|
| 2 | 12" Storm Drain Pipe                      | 70 | LF | \$ 40.00     | \$ 2,800.00  |
| 3 | Type "C" Drain Inlet                      | 2  | EA | \$ 3,250.00  | \$ 6,500.00  |
| 4 | Bioretention Appurtenances at Drain Inlet | 2  | EA | \$ 14,700.00 | \$ 29,400.00 |
| 5 | Adjust Existing Manhole Rim to Grade      | 2  | EA | \$ 2,100.00  | \$ 4,200.00  |
| 6 | Connect to Existing                       | 2  | EA | \$ 1,000.00  | \$ 2,000.00  |

*Storm Drainage Subtotal: \$ 44,900.00*

**Potable Water:**

|   |                                                                      |     |    |             |              |
|---|----------------------------------------------------------------------|-----|----|-------------|--------------|
| 7 | 24" Water (DIP CL 350, Includes: Fittings, Bends, Restrained Joints) | 125 | LF | \$ 195.00   | \$ 24,375.00 |
| 8 | 2" Blow-Off Valve                                                    | 1   | EA | \$ 2,760.00 | \$ 2,760.00  |
| 9 | Connect to Existing                                                  | 1   | EA | \$ 1,000.00 | \$ 1,000.00  |

*Potable Water Subtotal: \$ 28,135.00*

**Recycled Water:**

|    |                                                                       |     |    |             |              |
|----|-----------------------------------------------------------------------|-----|----|-------------|--------------|
| 10 | 16" Recycled Water (DIP CL 350, Includes: Fittings, Bends, Restrained | 450 | LF | \$ 140.00   | \$ 63,000.00 |
| 11 | 2" Blow-Off Valve                                                     | 1   | EA | \$ 2,760.00 | \$ 2,760.00  |
| 12 | Anode Test Station                                                    | 1   | EA | \$ 5,600.00 | \$ 5,600.00  |
| 13 | Irrigation Sleeves                                                    | 70  | LF | \$ 30.00    | \$ 2,100.00  |
| 14 | Connect to Existing                                                   | 1   | EA | \$ 1,000.00 | \$ 1,000.00  |

*Recycled Water Subtotal: \$ 74,460.00*

**Dry Utilities:**

|    |                                                                |     |    |               |               |
|----|----------------------------------------------------------------|-----|----|---------------|---------------|
| 15 | Street Lights per Roseville Electric (Lights/Wire/Transformer) | 450 | LF | \$ 50.00      | \$ 22,500.00  |
| 16 | Joint Utility Trench Conduit System                            | 450 | LF | \$ 160.00     | \$ 72,000.00  |
| 17 | Roseville Electric Construction Costs                          | 1   | LS | \$ 173,400.00 | \$ 173,400.00 |

*Dry Utilities Subtotal: \$ 267,900.00*

Preliminary Opinion of Construction Costs  
Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Streetwork:**

|    |                                                                      |        |    |              |               |
|----|----------------------------------------------------------------------|--------|----|--------------|---------------|
| 18 | Paving 7" AC/ 12" AB/ 12" LTS                                        | 23,900 | SF | \$ 7.60      | \$ 181,640.00 |
| 19 | 6" AB Shoulder                                                       | 1,690  | SF | \$ 2.00      | \$ 3,380.00   |
| 20 | Roadway Subgrade Preparation (Including Curb, Gutter, Monolithic Sid | 33,400 | SF | \$ 0.55      | \$ 18,370.00  |
| 21 | Underground Traffic Signal Installation                              | 1      | LS | \$ 41,000.00 | \$ 41,000.00  |
| 22 | Timber Barricade                                                     | 53     | LF | \$ 85.00     | \$ 4,505.00   |
| 23 | Temporary Pedestrian Barricade                                       | 1      | EA | \$ 500.00    | \$ 500.00     |
| 24 | Remove Existing Street Barricade                                     | 1      | EA | \$ 1,000.00  | \$ 1,000.00   |
| 25 | Signing and Striping                                                 | 1      | LS | \$ 5,000.00  | \$ 5,000.00   |

**Streetwork Subtotal:** \$ 255,395.00

**Concrete:**

|    |                                                                   |       |    |          |              |
|----|-------------------------------------------------------------------|-------|----|----------|--------------|
| 26 | Type 2 Vertical Curb & Gutter                                     | 905   | LF | \$ 21.00 | \$ 19,005.00 |
| 27 | Monolithic Sidewalk (6" PCC / Native) (Measured Through Ped Ramps | 5,050 | SF | \$ 5.25  | \$ 26,512.50 |
| 28 | Detached Sidewalk (6" PCC / Native) (Measured Through Ped Ramps)  | 2,250 | SF | \$ 5.75  | \$ 12,937.50 |

**Concrete Subtotal:** \$ 58,455.00

**Mass Grading:**

|    |                                                                  |       |    |             |             |
|----|------------------------------------------------------------------|-------|----|-------------|-------------|
| 29 | Stabilized Construction Entrance                                 | 1     | EA | \$ 3,850.00 | \$ 3,850.00 |
| 30 | Clearing & Grubbing - Westbrook Boulevard Segment 2              | 1.9   | AC | \$ 1,200.00 | \$ 2,280.00 |
| 31 | Sawcut and Remove Existing Pavement - Westbrook Boulevard Segmen | 5,450 | SF | \$ 0.65     | \$ 3,542.50 |
| 32 | Remove Existing 12" Culvert                                      | 1     | EA | \$ 500.00   | \$ 500.00   |
| 33 | Rough Grading - Westbrook Boulevard Segment 1                    | 2,100 | CY | \$ 2.75     | \$ 5,775.00 |
| 34 | Erosion Control                                                  | 1.9   | AC | \$ 2,500.00 | \$ 4,750.00 |

**Mass Grading Subtotal:** \$ 20,697.50

**Miscellaneous:**

|    |                          |        |    |           |               |
|----|--------------------------|--------|----|-----------|---------------|
| 35 | 6' Masonary Wall         | 800    | LF | \$ 130.00 | \$ 104,000.00 |
| 36 | Landscaping / Irrigation | 29,500 | SF | \$ 6.00   | \$ 177,000.00 |

**Miscellaneous Subtotal:** \$ 281,000.00

|                                 |                 |
|---------------------------------|-----------------|
| <b>Estimate Subtotal:</b>       | \$ 1,033,042.50 |
| <b>20% Soft Costs:</b>          | \$ 206,608.50   |
| <b>Estimated Project Total:</b> | \$ 1,239,651.00 |

Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Sanitary Sewer:**

|   |                                      |  |  |  |  |
|---|--------------------------------------|--|--|--|--|
| 1 | Adjust Existing Manhole Rim to Grade |  |  |  |  |
|---|--------------------------------------|--|--|--|--|

*Sanitary Sewer Subtotal: \$ -*

**Storm Drainage:**

|   |                                           |  |  |  |  |
|---|-------------------------------------------|--|--|--|--|
| 2 | 12" Storm Drain Pipe                      |  |  |  |  |
| 3 | Type "C" Drain Inlet                      |  |  |  |  |
| 4 | Bioretention Appurtenances at Drain Inlet |  |  |  |  |
| 5 | Adjust Existing Manhole Rim to Grade      |  |  |  |  |
| 6 | Connect to Existing                       |  |  |  |  |

*Storm Drainage Subtotal: \$ -*

**Potable Water:**

|   |                                                                      |  |  |  |  |
|---|----------------------------------------------------------------------|--|--|--|--|
| 7 | 24" Water (DIP CL 350, Includes: Fittings, Bends, Restrained Joints) |  |  |  |  |
| 8 | 2" Blow-Off Valve                                                    |  |  |  |  |
| 9 | Connect to Existing                                                  |  |  |  |  |

*Potable Water Subtotal: \$ -*

**Recycled Water:**

|    |                                                                               |  |  |  |  |
|----|-------------------------------------------------------------------------------|--|--|--|--|
| 10 | 16" Recycled Water (DIP CL 350, Includes: Fittings, Bends, Restrained Joints) |  |  |  |  |
| 11 | 2" Blow-Off Valve                                                             |  |  |  |  |
| 12 | Anode Test Station                                                            |  |  |  |  |
| 13 | Irrigation Sleeves                                                            |  |  |  |  |
| 14 | Connect to Existing                                                           |  |  |  |  |

*Recycled Water Subtotal: \$ -*

**Dry Utilities:**

|    |                                                                |  |  |  |  |
|----|----------------------------------------------------------------|--|--|--|--|
| 15 | Street Lights per Roseville Electric (Lights/Wire/Transformer) |  |  |  |  |
| 16 | Joint Utility Trench Conduit System                            |  |  |  |  |
| 17 | Roseville Electric Construction Costs                          |  |  |  |  |

*Dry Utilities Subtotal: \$ -*

Preliminary Opinion of Construction Costs  
 Major Backbone Infrastructure Only

| No. | Description | Quantity | Units | Unit Price | Amount |
|-----|-------------|----------|-------|------------|--------|
|-----|-------------|----------|-------|------------|--------|

**Streetwork:**

|    |                                                                       |       |    |              |              |
|----|-----------------------------------------------------------------------|-------|----|--------------|--------------|
| 18 | Paving 7" AC/ 12" AB/ 12" LTS                                         | 4,100 | SF | \$ 7.60      | \$ 31,160.00 |
| 19 | 6" AB Shoulder                                                        |       |    |              |              |
| 20 | Roadway Subgrade Preparation (Including Curb, Gutter, Monolithic Side | 4,100 | SF | \$ 0.55      | \$ 2,255.00  |
| 21 | Underground Traffic Signal Installation                               | 1     | LS | \$ 41,000.00 | \$ 41,000.00 |
| 22 | Timber Barricade                                                      |       |    |              |              |
| 23 | Temporary Pedestrian Barricade                                        |       |    |              |              |
| 24 | Remove Existing Street Barricade                                      |       |    |              |              |
| 25 | Signing and Striping                                                  |       |    |              |              |

*Streetwork Subtotal:* \$ 74,415.00

**Concrete:**

|    |                                                                    |  |  |  |  |
|----|--------------------------------------------------------------------|--|--|--|--|
| 26 | Type 2 Vertical Curb & Gutter                                      |  |  |  |  |
| 27 | Monolithic Sidewalk (6" PCC / Native) (Measured Through Ped Ramps) |  |  |  |  |
| 28 | Detached Sidewalk (6" PCC / Native) (Measured Through Ped Ramps)   |  |  |  |  |

*Concrete Subtotal:* \$ -

**Mass Grading:**

|    |                                                                     |  |  |  |  |
|----|---------------------------------------------------------------------|--|--|--|--|
| 29 | Stabilized Construction Entrance                                    |  |  |  |  |
| 30 | Clearing & Grubbing - Westbrook Boulevard Segment 2                 |  |  |  |  |
| 31 | Sawcut and Remove Existing Pavement - Westbrook Boulevard Segment 2 |  |  |  |  |
| 32 | Remove Existing 12" Culvert                                         |  |  |  |  |
| 33 | Rough Grading - Westbrook Boulevard Segment 1                       |  |  |  |  |
| 34 | Erosion Control                                                     |  |  |  |  |

*Mass Grading Subtotal:* \$ -

**Miscellaneous:**

|    |                          |  |  |  |  |
|----|--------------------------|--|--|--|--|
| 35 | 6' Masonary Wall         |  |  |  |  |
| 36 | Landscaping / Irrigation |  |  |  |  |

*Miscellaneous Subtotal:* \$ -

|                                 |    |           |
|---------------------------------|----|-----------|
| <i>Estimate Subtotal:</i>       | \$ | 74,415.00 |
| <i>20% Soft Costs:</i>          | \$ | 14,883.00 |
| <i>Estimated Project Total:</i> | \$ | 89,298.00 |



## COUNCIL COMMUNICATION

**CC #: 0809**  
**File #: 0113-02**

**Title:** Community Development Block Grant Program Administration Services - Professional Services Agreement Amendment

**Contact:** Trisha Isom 916-746-1239 tisom@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.17.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a first amendment to professional services agreement with Thurmond Consulting, LLC, and authorize the City Manager to execute it.

### BACKGROUND

The City became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds. In January 2020, the City required CDBG program administration services during the temporary leave of staff who administers the program. The scope of services includes: 1) CDBG program administration services for the 2020/2021 CDBG application process; 2) the preparation of the Annual Action Plan; and 3) the preparation of the draft and the submittal of the Five-Year Consolidated Plan. The CDBG program administration services were required beginning in early January of 2020 and through June of 2020.

On November 20, 2019, the City's Housing Division released a Request for Proposals for CDBG services. Two firms responded to the Request for Proposals. Thurmond Consulting LLC was chosen due to their extensive experience in similar CDBG services and ability to provide the most cost effective quote for CDBG program administration, including the lowest average hourly quote. The Professional Services Agreement was approved by Council on January 15, 2020 between the City of Roseville and Thurmond Consulting LLC to assist with administration of the CDBG program.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (CARES) was enacted by Congress to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City of Roseville would receive \$417,412 of CARES Act CDBG funds. In order to receive and deploy the funding into the community in an expeditious manner, Thurmond

Consulting suggested amending the 2015 Consolidated Plan, 2019 Annual Action Plan and Citizen Participation Plan. The consultants worked diligently to help staff get the important amendments and funding plan for the CARES Act monies approved by City Council on May 20, 2020. Thurmond Consulting's initial scope of work did not include managing the CARES Act funds, therefore, we are amending the original contract to add 40 hours of work which brings the total not-to-exceed contract amount to \$56,500.

### FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the CDBG consultant is recommended to come out of CDBG funding for the purposes of providing CDBG program administration services. This item does not impact the City's General Fund.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

A first amendment to professional services agreement for Community Development Block Grant program administration services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Department Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

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Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution No. 20-220

Thurmond Consulting CDBG Agreement Amendment



RESOLUTION NO. 20-220

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND THURMOND CONSULTING, LLC,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for Community Development Block Grant (CDBG) Program Administration Services, development and implementation services, by and between the City of Roseville and Thurmond Consulting, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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**

Community Development Block Grant (CDBG) Program Administration 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 Thurmond Consulting, LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated January 15, 2020, (“Agreement”) regarding Community Development Block Grant (CDBG) Program Administration (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated May 15, 2020, 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. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay four thousand dollars (\$4,000), in consideration of the additional services which brings the total not to exceed contract amount to fifty six thousand, five hundred dollars (\$56,500).”

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

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

3. Section 11 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT

provides its own tools, vehicles, and equipment to perform the services; (i)

CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."

4. 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

THURMOND CONSULTING, LLC, a  
California limited liability company

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Owner

ATTEST:

and

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY: \_\_\_\_\_  
its: \_\_\_\_\_

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
LAURA MATTEOLI  
Economic Development Director

## EXHIBIT “A”





# THURMOND CONSULTING LLC

May 15, 2020

Thurmond Consulting LLC will provide the following services to the City of Roseville.

*Period of Performance:* June 1 – June 30, 2020

## EXTENDED FROM INITIAL SCOPE OF WORK – PRIMARILY COVID-19 RELATED DELAYS

*June tasks only*

### **Task 1: CDBG Program Administration Services - 2020/2021 Application Process and Annual Action Plan Preparation**

- Uploading submission documentation and final edits to the 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan in IDIS and submission to HUD
- Monitoring of subrecipients for 2019 program year projects

## ADDITIONAL TASKS NOT INCLUDED IN SOW UNDERTAKEN JANUARY – MAY TASKS EXTENDED TO JUNE 2020

### **Task 3: Citizen's Participation Plan (CPP)**

- Submit Council approved plan to HUD

### **Task 4: HUD Monitoring**

- Assist with planning and logistics for onsite monitoring
- File review and pre-monitoring preparation

### **Task 5: CDBG Plan Revisions needed to Access CDBG CARES Funding**

- Plans revised: Amendment to 2015 Consolidated Plan, Amendment to 2019 Annual Action Plan- submitted to City Council, May 2020
- June tasks: liaison with HUD on plan submission and approval

### **Task 6: Additional Round 2020-21 CDBG applications**

- Additional capital projects incorporated into 2020 Annual Action plan for HUD approval

## ADDITIONAL JUNE TASKS

### **Task 7: Update City of Roseville CDBG staff on CARES funding and waivers**

- Provide returning CDBG staff on Roseville specific CARES uses and associated HUD guidance, including waiver provisions.

### **Task 8: Review and Transfer files from Work from Home Locations**

- Work with returning CDBG staff to ensure essential emails and documents produced at work from home locations are transmitted for inclusion in City shared "H drive".



## COUNCIL COMMUNICATION

**CC #: 0827**

**File #: 0103-29-02 & 0201**

**Title:** Roseville Finance Authority - FY2020-21 Budget  
**Contact:** Nick Rosas 916-774-5314 nrosas@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.18.**

### RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve the Roseville Finance Authority budget for Fiscal Year 2020-21.

### BACKGROUND

Debt service payments of \$2,377,715 reflect scheduled payments on the Certificates of Participation (COPs) for the Corporation Yard and 316 Vernon Street. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective fund. For CFD bond issues, the Authority acts as a conduit to collect payments through the County tax levy for the repayment of outstanding debt of these special districts.

Transfers out of the Roseville Finance Authority Capital Projects Fund of \$474,098 represents funding transferred to the Citywide Parks Fund for the repayment of a loan from the Automotive Replacement Fund which funded a portion of the construction of Harry Crabb Park.

### FISCAL IMPACT

There is no fiscal impact to report.

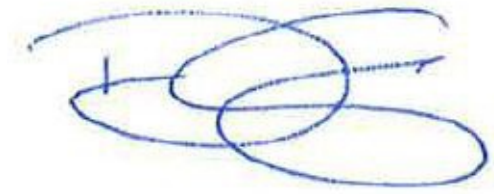
### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines section 15061(b)(3)). Adoption of the Roseville Finance Authority Budget does not include the potential for a significant environmental impact, and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, appearing to be 'D Casey', with a stylized, overlapping loop structure.

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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 1-20

RFA FY2020-21 Budget

ROSEVILLE FINANCE AUTHORITY

RESOLUTION NO. 1-20

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-21

WHEREAS, the Roseville Finance Authority desires to approve the Roseville Finance Authority Budget FY2020-21,

NOW, THEREFORE, the Roseville Finance Authority does hereby resolve that the attached Roseville Finance Authority Budget FY2020-21 is hereby approved.

PASSED AND ADOPTED by the Roseville Finance Authority this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

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CHAIR

ATTEST:

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Secretary

## Roseville Finance Authority

|                                            | Actual FY2019    |                     |                     | Estimate FY 2020 |                     |                     | Budget FY 2021   |                     |                     |
|--------------------------------------------|------------------|---------------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|---------------------|
|                                            | Debt Service     | Capital Projects    | Total               | Debt Service     | Capital Projects    | Total               | Debt Service     | Capital Projects    | Total               |
| NONOPERATING REVENUES                      |                  |                     |                     |                  |                     |                     |                  |                     |                     |
| Levy Credit                                | -                | \$ 1,022,321        | \$ 1,022,321        | -                | \$ 1,385,504        | \$ 1,385,504        | -                | \$ 614,098          | \$ 614,098          |
| Transfer In                                | \$ 2,369,200     | 866,018             | 3,235,218           | \$ 2,383,214     | -                   | 2,383,214           | \$ 2,377,715     | -                   | 2,377,715           |
| Interest revenue                           | 21,749           | 1,259               | 23,008              | -                | 1,307               | 1,307               | -                | 2,000               | 2,000               |
| <b>Total Revenues</b>                      | <b>2,390,949</b> | <b>1,889,598</b>    | <b>4,280,547</b>    | <b>2,383,214</b> | <b>1,386,811</b>    | <b>3,770,025</b>    | <b>2,377,715</b> | <b>616,098</b>      | <b>2,993,813</b>    |
| LESS NONOPERATING EXPENSES                 |                  |                     |                     |                  |                     |                     |                  |                     |                     |
| Transfers out                              | 866,019          | -                   | 866,019             | -                | 1,200,000           | 1,200,000           | -                | 474,098             | 474,098             |
| Debt Service                               | 1,625,919        | -                   | 1,625,919           | 2,383,214        | -                   | 2,383,214           | 2,377,715        | -                   | 2,377,715           |
| <b>Total Capital and Debt Expenses</b>     | <b>2,491,938</b> | <b>-</b>            | <b>2,491,938</b>    | <b>2,383,214</b> | <b>1,200,000</b>    | <b>3,583,214</b>    | <b>2,377,715</b> | <b>474,098</b>      | <b>2,851,813</b>    |
| <b>INCREASE (DECREASE) FROM OPERATIONS</b> | <b>(100,989)</b> | <b>1,889,598</b>    | <b>1,788,609</b>    | <b>-</b>         | <b>186,811</b>      | <b>186,811</b>      | <b>-</b>         | <b>142,000</b>      | <b>142,000</b>      |
| <b>FUND BALANCE, BEGINNING OF YEAR</b>     | <b>109,159</b>   | <b>64,960</b>       | <b>174,119</b>      | <b>8,170</b>     | <b>1,954,558</b>    | <b>1,962,728</b>    | <b>8,170</b>     | <b>2,141,369</b>    | <b>2,149,539</b>    |
| <b>INCREASE (DECREASE) FROM OPERATIONS</b> | <b>(100,989)</b> | <b>1,889,598</b>    | <b>1,788,609</b>    | <b>-</b>         | <b>186,811</b>      | <b>186,811</b>      | <b>-</b>         | <b>142,000</b>      | <b>142,000</b>      |
| <b>FUND BALANCE, END OF YEAR</b>           | <b>\$ 8,170</b>  | <b>\$ 1,954,558</b> | <b>\$ 1,962,728</b> | <b>\$ 8,170</b>  | <b>\$ 2,141,369</b> | <b>\$ 2,149,539</b> | <b>\$ 8,170</b>  | <b>\$ 2,283,369</b> | <b>\$ 2,291,539</b> |



## COUNCIL COMMUNICATION

**CC #: 0826**  
**File #: 0800-03**

**Title:** Roseville Electric Generation Division Emissions Modeling and Compliance Support  
- Professional Services Agreement  
**Contact:** Matt Garner 916-746-1691 mgarner@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.19.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional services agreement with Atmospheric Dynamics, Inc. to perform emissions modeling and compliance support to the Roseville Energy Park, and authorize the City Manager to execute it.

### BACKGROUND

Siemens Energy, Inc., the manufacturer of the two Roseville Energy Park (REP) gas turbines, has proposed upgrades to enhance power output and efficiency. The proposed enhancements increase maximum power output by over 5%, reduce the minimum stable power output by over 25%, and improve operating efficiency by over 10%. This will allow the plant to produce more power and have greater operating flexibility to balance renewables, all at a lower cost.

The enhancements will require modifications to the REP's California Energy Commission - Conditions of Certification and Placer County Air Pollution Control District - Permit to Operate. These modifications will require new emissions modeling utilizing highly specialized software that Roseville Electric Utility does not possess. It is more cost effective to contract out these types of professional services than purchase the software and hire certified staff to perform the analysis.

Roseville Electric Utility solicited proposals through Request for Proposals (RFP) 07-068 for power plant emissions modeling and compliance support services. Multiple vendors responded to the RFP. After determining the vendors were responsive and responsible, the evaluation team reviewed and scored the proposals, finding Atmospheric Dynamics, Inc. to be the most suitable vendor to provide the requested scope of services based on their safety, quality, demonstrated experience, completeness of proposal, and price.

### FISCAL IMPACT

The total cost of the service is not to exceed \$183,500. Funding is included in the Electric



Operations Fund proposed budget submittal for FY2020-21 when the turbine upgrades will be performed and the permits will be modified.

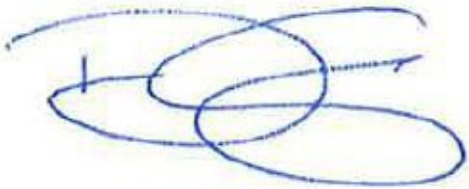
### ENVIRONMENTAL REVIEW

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. A professional services agreement for emissions modeling and compliance support meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution No. 20-232

Professional Service Agreement - Partially Executed 1

RESOLUTION NO. 20-232

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATMOSPHERIC DYNAMICS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Roseville Electric Utility - Generation Division Emissions Modeling and Compliance Support, by and between the City of Roseville and Atmospheric Dynamics, 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**

Roseville Electric Utility – Generation Division Emissions Modeling and Compliance Support

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of May, 2020  
by and between the City of Roseville, a municipal corporation (“CITY”), and Atmospheric  
Dynamics, Inc., a California corporation (“CONSULTANT”); and

### W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Generation Division Emissions  
Modeling and Compliance Support for Roseville Electric Utility; and

WHEREAS, CONSULTANT has prepared a proposal dated March 5, 2020, 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 eighty-three thousand, five hundred dollars (\$183,500).

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<br>\$2,000,000 aggregate<br>Personal Injury:<br>\$1,000,000 each occurrence<br>\$2,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$1,000,000 per claim<br>\$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

Matt Garner  
5120 Phillip Road  
Roseville, CA 95747

CONSULTANT

Gregory Darvin  
P.O. Box 5907  
Carmel-by-the-Sea, CA 93921

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.

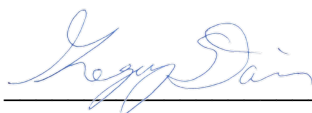
CITY OF ROSEVILLE, a  
municipal corporation

ATMOSPHERIC DYNAMICS, INC., a  
California corporation

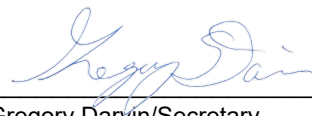
BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:   
its: Gregory Darvin/President

and

BY:   
its: Gregory Darvin/Secretary

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
MICHELLE BERTOLINO  
Electric Utility Director



## EXHIBIT “A”

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*City of Roseville*

**RFP Submittal**

# **Roseville Electric Utility – Generation Division Emissions Modeling and Compliance Support**

**Roseville, California**

Prepared for



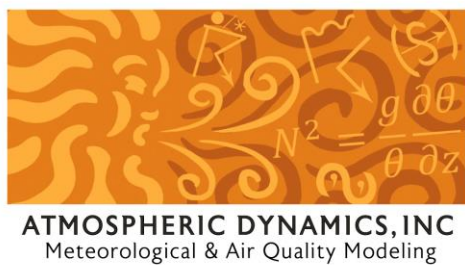
Prepared by

**Atmospheric Dynamics, Inc.**



**ATMOSPHERIC DYNAMICS, INC**  
Meteorological & Air Quality Modeling

March 2020



March 5, 2020

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95679

**Subject: Roseville Electric Utility – Generation Division Emissions Modeling and Compliance Support**

Dear Madam/Sir,

As per the instruction of the February 12<sup>th</sup>, 2020 Request for Proposals (RFP), Atmospheric Dynamics, Inc. (ADI) has prepared the attached response package and scope of work in order to support the Generation Division Emissions Modeling and Compliance Support RFP. The majority of the work effort will focus on the Roseville Energy Park (REP) turbine upgrade project (Project) which will require a Placer County Air Pollution Control District (PCAPCD) permit modification as well as a California Energy Commission (CEC) license amendment. The proposed project will upgrade the existing two (2) Siemens SGT-800 natural gas turbines with a performance and efficiency enhancement package, called the A Plus upgrade, that will increase the total generation from the facility and improve the facility heat rate. The project may result in small increases in emissions along with changes to the modeled stack parameters which were used in the permitting of the facility. ADI will support Generation Division Staff for both permitting efforts with the PCAPCD and CEC by responding to as needed data requests and agency meetings. As needed, additional work associated with Roseville Power Plant #2, which is comprised of two General Electric MS5001 (Frame 5) natural gas turbines, will be prepared under the general air quality scope which is included with the response package.

As requested in the RFP, we are providing the following information:

- Physical Address  
Atmospheric Dynamics, Inc.  
Torres 3 SW of Mountain View  
Carmel-by-the-Sea, CA 93921
- Mailing Address  
Atmospheric Dynamics, Inc.  
PO Box 5907  
Carmel-by-the-Sea, CA 93921
- Contact Information  
Gregory Darwin  
831.620.0481  
831.620.0482 (fax)  
[darwin@atmosphericdynamics.com](mailto:darwin@atmosphericdynamics.com)



- ADI will perform all required services as outlined in the Generation Division Emissions Modeling and Compliance Support RFP and will adhere to all of the requirements as described.

We appreciate the opportunity to respond to this RFP. Please email me call at (831) 620-0481 if you have any questions or if you wish to discuss any aspect of this proposal.

Regards,

**Atmospheric Dynamics, Inc.**



Gregory Darwin  
President



**TAB A**  
**ADI Qualifications**



## **Description and Qualifications**

Atmospheric Dynamics, Inc. was started by Gregory Darvin as a small but specialized consulting firm with experience in the regulatory and technical aspects of air quality issues. Mr. Darvin has developed this experience over the last 32 years. While not retaining any other employees than Mr. Darvin, ADI has two (2) subconsultants that have worked with the firm since it was founded in 2002 and continue to work with ADI to this day.

ADI has extensive experience in air quality management, dispersion modeling, meteorological modeling, odor modeling, greenhouse gas emission inventories, monitoring, major source permitting, complex terrain model development and implementation, emission inventory and health risk assessments. Our experience spans more than 35 different states and several countries. We also have extensive experience in California with the preparation of California Energy Commission (CEC) licenses and amendments focusing on air quality and public health in support of large-scale power projects.

ADI has been actively involved with many of the proposed power plants in California requiring a Prevention of Significant Deterioration or New Source Review (PSD/NSR) permits for many large-scale solid fuel and gaseous fuel projects across the United States. ADI has performed the following in support of CEC and PSD/NSR permit applications for utilities: baseline air quality and air quality modeling analyses (including preparation and negotiation of the modeling protocol), preparation of the PSD/NSR regulatory applicability analyses, preparation of emissions inventories, Class I Air Quality Related Values (AQRVs) assessments, cooling tower plume modeling for visual impacts and preparation of Best Available Control Technology (BACT) evaluations.

Specific project experience includes emissions calculations, modeling of impacts, evaluation of regulatory applicability and compliance, NSR and PSD permitting, and minor source permitting. ADI has used and is thoroughly familiar with a number of air quality models, including AERMOD, AERMET, CALPUFF, CALMET, WRF, MM5, COMPLEX I AND II, FDM, RTDM, CTSCREEN, CTDMPPLUS, UAM-V, DEGADIS, SPILLS, VISCSCREEN, PLUVUEII, MESOPUFF, INPUFF, BLP, PAL, CAMEO, CAL3QHC, CALINE4, OCD5, RAM, TRACE, SLAB, and the Paris Airshed Model. These models have been used in scientific and development settings as well as in regulatory settings.

## **Services**

The following services will be performed by ADI with assistance from our sub-contractors:

- State and federal air quality regulatory review and permitting including NSR and PSD (ADI with assistance from sub-contractor)





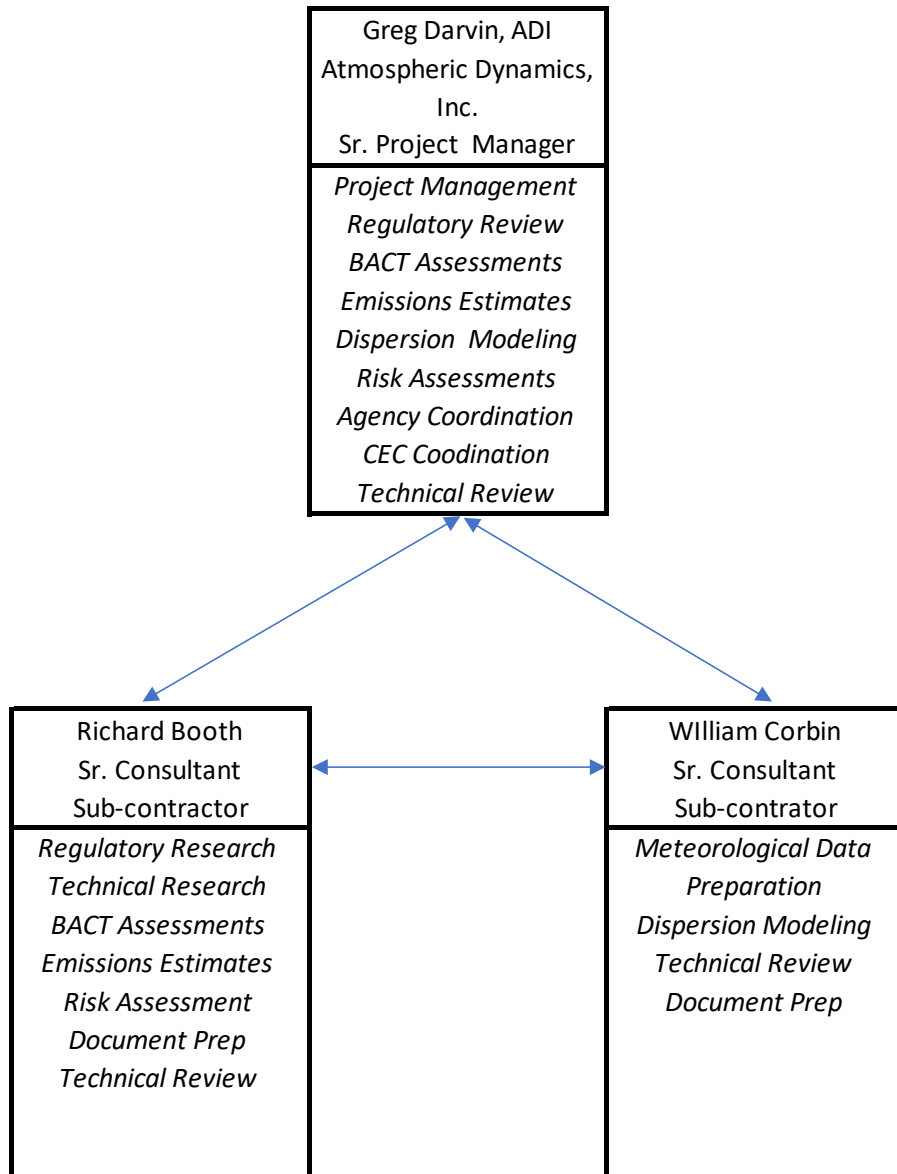
- California Energy Commission license and amendment development for air quality and public health (ADI with assistance from sub-contractor)
- Criteria pollutant emission inventories including greenhouse gases (ADI with assistance from sub-contractor)
- Hazardous air pollutant emission inventories (ADI with assistance from sub-contractor)
- Best available control technology evaluations (ADI with assistance from sub-contractor)
- Lowest achievable emission rate evaluations (ADI with assistance from sub-contractor)
- Meteorological data set development (ADI with assistance from sub-contractor)
- Air quality dispersion modeling (ADI with assistance from sub-contractor)
- Cooling tower plume assessments (ADI with assistance from sub-contractor)
- Health risk assessments and modeling (ADI with assistance from sub-contractor)
- Risk management plans (ADI with assistance from sub-contractor)
- Title V operating permits (ADI with assistance from sub-contractor)
- Acid rain permits (ADI with assistance from sub-contractor)
- CEC, EPA and PCAPCD compliance support (ADI with assistance from sub-contractor)

## **Staffing**

ADI is comprised of Gregory Darvin as its President and Senior Meteorologist/Permit Manager will be assisted by two sub-contractors, Richard Booth and William Corbin who have been working with Mr. Darvin since the mid 1990's. There has been no variation in staffing with this core group in the past five (5) years. As noted in the following tabs, the project team presented in this proposal is the same project team that had worked on the original REP project and on the recent Malburg Generating Station which was an identical project to what REP is proposing. This proposed team has also worked on most of the projects that have been listed in the following TABs.



**Atmospheric Dynamics, Inc.**  
**Organizational Chart**  
**Roseville Electric Siemems A+ Upgrade Project**  
**Air Quality and Public Health**



**TAB B**  
**Experience and References**



## Experience

Atmospheric Dynamics, Inc. (ADI) has worked extensively in the permitting and dispersion modeling of over 40 electrical generation projects within the State of California over the last 30 years. Table 1 summarizes our experience with power plants. Most of the projects listed in Table 1 were prepared by the project team proposed for this RFP. In the brief summaries below, please note that all air quality analyses included the following technical areas:

- Regulatory review and permit condition negotiation
- Emission inventories
- Control technology determinations
- Dispersion modeling
- Health Risk Assessments
- Secondary impacts to biological or visual resources

ADI, with the same team as presented here, prepared the Placer County Air Pollution Control District (PCAPCD) permit application and California Energy Commission (CEC) air quality/public health sections for the Roseville Energy Park (REP) Application for Certification. The application included the use of two different types of turbines, Siemens SGT-800 (formally Alstom) and GE LM6000's allowing for REP to decide at a later date which technology to install. ADI also prepared the original Title V Operating Permit application for REP.

ADI also prepared the Bay Area Air Quality Management District (BAAQMD) and CEC air/public health sections for licensing the Donald Von Raesfeld (DVR) power plant for the City of Santa Clara/Silicon Valley Power (SVP). The project was a 147 MW combined cycle design that utilized GE LM6000 natural gas turbines. ADI has provided support services for DVR over the last five years. Recently, permit modifications to the BAAQMD and license amendments to the CEC were made to support utilizing a third GE LM6000 turbine to be used as a spare when one of the other two were out for GE scheduled maintenance. Additional on-going compliance services are also provided.

Recently, ADI prepared the air quality permit application and CEC license amendment for the Malburg Generation Station (MGS) Siemens SGT-800 A+ upgrade. MGS operates an almost identical facility in the City of Vernon with (2) two Siemens SGT-800 natural gas turbines and heat recovery steam generators (HRSGs) in combined cycle operation. Our approach was to increase the fuel use and short-term hourly emissions under the existing annual facility permit limit, thus allowing for an increase in short-term emissions without the need for additional offsets. The project received approval from the CEC in June 2019.

Prior to the MGS project, ADI prepared the air quality permit and CEC air quality/public health sections of the CEC AFC for the Stanton Energy Reliability Center (SERC), which included two GE LM-6000 natural gas turbine, operated in simple cycle mode. The project



also included the use of integrated battery storage which allowed for turbine operations near one (1) percent load ranges while maintaining emissions compliance with the Best Available Control Technology (BACT) limits. The project was licensed in November 2018.

ADI prepared the air quality permit application, including the Prevention of Significant Deterioration (PSD) application and CEC license amendment for the Palmdale Energy Project (PEP). PEP is a 645 MW combined cycle power plant, comprised of two Siemens 5000F Fast Start natural gas turbines and associated HRSGs with dry cooling. Included with the modeling and permitting efforts, vertical plume velocity modeling was performed to determine the projects impacts on nearby airport operations. The project obtained the necessary permits for construction as well as the final commission decision from the CEC.

Currently, ADI provides ongoing emissions, modeling, compliance and regulatory support services for the following power generation companies:

- Silicon Valley Power
- Pacific Gas and Electric
- Southern California Edison
- Calpine
- Southwest Generation
- Merit Energy
- Wellhead Electric
- Summit Power

## References

### **Malburg Generating Station**

Kyle McCormack  
Environmental Manager  
Heorot Power Management  
4963 Soto Street  
Vernon, California 90058  
(p) 303-607-5590  
(c) 323-775-3873  
Email: [kmccormack@heorotpower.com](mailto:kmccormack@heorotpower.com)

### **Palmdale Energy Project**

Tom Cameron  
Vice President  
Summit Power  
15 Panorama Crest Ave.  
Las Vegas, Nevada 89135



(p) 702-360-0186

(c) 262-853-3777

Email: [tcameron@summitpower.com](mailto:tcameron@summitpower.com)

**Silicon Valley Power**

Damon Beck

Division Manager - Compliance

City of Santa Clara/Silicon Valley Power

1705 Martin Ave.

Santa Clara, CA 95050

(p) 408-615-6555

(c) 408.426.7667

[dbeck@svpower.com](mailto:dbeck@svpower.com)





**Table 1 Power Plant Project Experience**

| Client/Project                              | Project Type | NSR Permitting | PSD Permitting | Dispersion Modeling | Emissions Inventory | HAPs | Evaluation | Impact Analysis | BACT/LAER | Evaluation | Regulatory | Analysis | Risk Assessment | Title V Permit | Modifications | Compliance | Audit | CEC License | CEC Amendment |
|---------------------------------------------|--------------|----------------|----------------|---------------------|---------------------|------|------------|-----------------|-----------|------------|------------|----------|-----------------|----------------|---------------|------------|-------|-------------|---------------|
| Roseville Energy Park (Roseville Electric)  | CC           | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              |               | X          | X     |             |               |
| Malburg Generating Station A+ Upgrade       | CC           | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             | X          |       |             |               |
| Pio Pico Energy Center (SW Gen)             | SC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Palmdale Energy Project (Summit Power)      | CC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             | X          |       |             |               |
| Los Medanos Energy Center (Calpine)         | SS/CC        | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             | X          |       |             |               |
| Metcalf Energy Center (Calpine)             | CC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Silicon Valley Power (DVR and Cogen)        | CC           | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Russel City Energy Center (Calpine)         | CC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Humboldt Bay Generating Station (PG&E)      | ICE          | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          |          | X               | X              | X             | X          |       |             |               |
| Mountainview Generating Station (SCE)       | CC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Walnut Creek Energy Park (EME)              | SS/CC        | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          | X               | X              | X             | X          |       |             |               |
| Watson Cogeneration Project (NRG)           | CC (COGEN)   | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Los Esteros (Calpine)                       | SS/CC        | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          | X               | X              | X             | X          |       |             |               |
| Mojave Solar Project (Abengoa Solar)        | SOLAR        | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Olay Mesa (Calpine)                         | CC           | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          | X        | X               | X              | X             | X          |       |             |               |
| Stanton Energy Reliability Center           | SS/CC        | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             |            |       |             |               |
| Colusa Generating Station (PG&E)            | CC           |                |                |                     | X                   | X    |            |                 | X         |            |            |          | X               | X              | X             |            |       |             |               |
| Gateway Generating Station (PG&E)           | CC           |                |                | X                   |                     |      |            |                 | X         |            |            |          | X               | X              | X             |            |       |             |               |
| King City Cogen (Calpine)                   | COGENERATION | X              |                |                     |                     | X    |            |                 |           |            |            |          |                 |                |               |            |       |             |               |
| Cogentrix Quail Brush                       | ICE          | X              | X              | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             |            |       |             |               |
| East Shore Energy Center                    | ICE          | X              |                | X                   | X                   | X    | X          | X               | X         | X          | X          |          |                 |                | X             |            |       |             |               |
| CC = combined cycle                         |              |                |                |                     |                     |      |            |                 |           |            |            |          |                 |                |               |            |       |             |               |
| SC = simple cycle                           |              |                |                |                     |                     |      |            |                 |           |            |            |          |                 |                |               |            |       |             |               |
| ICE = internal combustion engine technology |              |                |                |                     |                     |      |            |                 |           |            |            |          |                 |                |               |            |       |             |               |





**TAB C**  
**Qualifications of the ADI Team**



## **Qualifications**

The group presented below have worked together since prior to the founding of ADI in 2002 and had all worked on the original REP project as well as most of the projects listed in **Tab B: Experience and References**. Given the extensive experience of the team members working for ADI, many of the work products can be produced by any member of the team. ADI is located in Carmel, California.

### ***Gregory Darwin: Project Manager and Technical Leader (Carmel, California)***

Mr. Gregory Darwin will serve as the project manager and technical leader for the project. Mr. Darwin has specialized in the regulatory and technical aspects of air quality issues for the last 32 years. He has extensive experience in air quality management, dispersion modeling, meteorological modeling, greenhouse gas emission inventories, monitoring, major source permitting, complex terrain model development and implementation, emission inventory and health risk assessments. His experience with the CEC spans more than 20 years. Mr. Darwin will also QA/QC the emission inventories and dispersion modeling data sets.

He has been actively involved with CEC and environmental permits for many large-scale solid fuel, gaseous fuel, solar, and geothermal projects across California in addition to supporting oil, gas and mining operations and permits. Mr. Darwin has performed the following in the management and support of CEC and air quality permit applications: baseline air quality and air quality modeling analyses (including preparation and negotiation of the modeling protocol), prepared the PSD and air permit regulatory applicability analyses and permits, managed the preparation of the air quality emissions inventories, and prepared the Best Available Control Technology (BACT) evaluations.

### ***Richard Booth: Task Leader for Emissions Inventories, BACT and the HRA***

Mr. Richard Booth will be the lead for preparing the emissions inventories, control technology assessment and regulatory review. Mr. Booth has over 44 years of experience in the field of air quality engineering and environmental pollution control consulting. He has worked with ADI over the last 18 years. He has served as a project manager and team member on a wide variety of air, water, and solid and hazardous waste environmental and regulatory permitting projects for the energy and industrial sectors throughout California and the nation. He has been involved in numerous projects for the utility and independent power producer sectors, as well as the pulp and paper, wood products, and minerals industries. He has extensive experience in the areas of air quality related to minor and major new source permitting, NSR and PSD permitting, RACT-BACT-MACT-LAER determinations, cost effectiveness evaluations, Title IV/V permitting, air toxics evaluations, air dispersion modeling, health risk assessment, emissions inventory



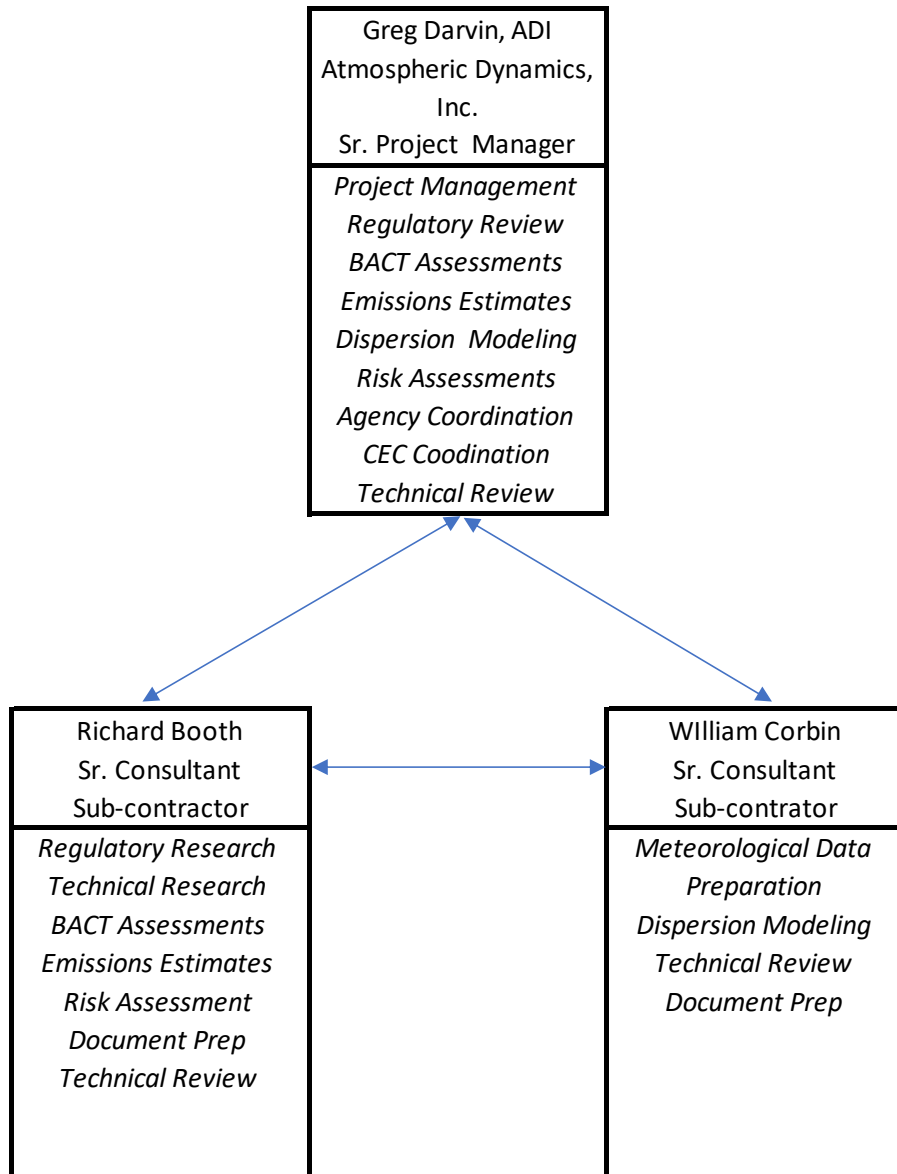
preparation (criteria and toxic pollutants, and greenhouse gases), regulatory compliance, rule development, and impact analysis.

***William Corbin: Task Leader for Dispersion Modeling***

Mr. William Corbin will the lead for preparing the background meteorology, air quality summaries and for preparing the dispersion modeling assessments. He has provided air quality permitting and modeling services for 35 years to a large number of different clients and industries, possessing extensive experience with USEPA air quality regulations such as Prevention of Significant Deterioration (PSD), Title V Permits, New Source Performance Standards (NSPS), and Maximum Achievable Control Technology (MACT); state air permitting programs; and other environmental program submittals such as Toxic Release Inventory (TRI) reporting and Community Right-to-Know (CRtK) surveys. He has also performed innumerable air quality modeling analyses, using the latest USEPA modeling systems AERMOD and AERSCREEN, including preparing meteorological data with AERSURFACE, AERMINUTE, and AERMET and receptor grids with AERMAP. He has worked with ADI over the last 18 years.



**Atmospheric Dynamics, Inc.**  
**Organizational Chart**  
**Roseville Electric Siemems A+ Upgrade Project**  
**Air Quality and Public Health**





**TAB D**  
**Project Understanding**



## Requested Services

### **SGT-800 A+ Upgrade**

As noted in the previous Tabs, ADI has just recently completed an identical project for the Malburg Generating Station (MGS), which installed the Siemens A+ Upgrade on their SGT-800 turbines. The SGT-800 is a single shaft engine that consists of inlet housing, 15 stage axial compressor, an annular serial cooled combustor, a 3-stage axial turbine and an outlet diffuser. In order to meet the engine operation requirements, the first three stages of the compressor are made of variable guide vanes. The combustor is equipped with a Dry Low Emissions (DLE) dual fuel burners with a capability of NO<sub>x</sub> less than 25 ppmv and CO at 5 ppmv in the load range of 50-100 percent. The first two turbine stages are air cooled and for the stage 1 blades, a single crystal material is used.

The upgrade package is called the Siemens SGT-800 A-Plus Upgrade which will raise the generator's output to approximately 47 MW or equivalent. The A-Plus Upgrade will result in the redesign of the stage 1 vanes and blades in the hot gas path along with an improved cooling system from vanes 1 and 2 which will result in an increase in turbine efficiency. Specifically:

- Replace the row 1 compressor blades with a functionally different design to increase the air flow
- The redesigned row 1 Turbine vanes will contain a new coating and vent holes to accommodate the changes to heat and air flow from the updated Row 1 compressor blades.
- Redesigned row 2 vanes which will also incorporate a new coating and additional vent holes to accommodate the changes to heat and air flow.
- Optimized Cooling Air System

Based on the redesigned blades and vanes, the following design changes are noted:

- The compressor efficiency has been improved due to the increase of the mass flow. The new compressor blade 1 has a slightly opened profile but there will be no change in the blade material. Additionally, several improvements have been done on turbine blade 1 which will include a new thermal barrier coating and the optimization of the number and positioning of the cooling holes which will result in a reduction of metal temperature.
- For vanes 1 and 2, the cooling air consumption has been optimized but the vane shape, vane material and vane coatings remain unchanged.

The enhanced performance based on the exchanged parts is primarily the result of increased air mass flow and the optimized cooling air of the main turbine section. In addition to the increased mass flow, the new blade design also offers increased compressor efficiency and operating range in terms of pressure ratio and temperature.



This results in improved compressor stability which would then allow the compressor to operate with fully open inlet guide vanes at higher ambient temperatures which will maintain a high mass flow and consequently, will allow for increased turbine output during hot ambient conditions.

There will be a slight increase in the exhaust temperature along with a small increase in mass flow. Overall, the efficiency improvement of the turbine is expected to result in a two percent decrease in fuel consumption per kWh.

### **Requested Services**

As per the instruction of the February 12<sup>th</sup>, 2020 Request for Proposals, Atmospheric Dynamics, Inc. (ADI) will to support the Roseville Energy Park (REP) turbine upgrade project (Project) which will require a Placer County Air Pollution Control District (PCAPCD) permit modification as well as a California Energy Commission (CEC) license amendment. The proposed project will upgrade the existing two (2) Siemens SGT-800 natural gas turbines with a performance and efficiency enhancement package, called the A Plus (+) upgrade, that will increase the total generation from the facility and improve the facility heat rate. The project may result in small increases in emissions along with changes to the modeled stack parameters which were used in the permitting of the facility.

The basic assumptions underlying our proposed scope of work are as follows:

- The facility will be subject to the California Energy Commission (CEC) review and certification process (amendment)
- The facility is proposing to upgrade the existing Siemens SGT-800 natural gas turbines operated in combined cycle mode.
- The project is located within the jurisdiction of the Placer County Air Pollution Control District
- The project will not trigger the requirements of the Federal Prevention of Significant Deterioration (PSD) program.
- The project will include NSR requirements for NO<sub>x</sub>, VOCs, CO, SO<sub>2</sub>, and PM<sub>10</sub>/PM<sub>2.5</sub>.

The PCAPCD will require an application to support the requested turbine modification which may require dispersion modeling and/or revisions to the health risk assessment. This requirement is dependent upon the potential increase in fuel use and emissions. We would also assume that a period of short commissioning activities would be required in order to tune the turbine to its optimal efficiency, as is required by Siemens for the A+ upgrade. Thus, the application would contain the necessary support elements for both operations, commissioning, and tuning activities.



## Permitting Challenges

The existing REP project offset the emissions of oxides of nitrogen (NO<sub>x</sub>) and particulate matter (PM<sub>10</sub>), based on the non-attainment designation of the project air shed. Based on the lack of availability in the PCAPCD of existing NO<sub>x</sub> offsets, NO<sub>x</sub> certificates were transferred from Yolo Solano AQMD. Additionally, VOCs were used, as an inter-pollutant trade, to cover some of the NO<sub>x</sub> requirements.

As offsets can be expensive and difficult to acquire, one of the permitting challenges is to avoid requiring the project to obtain additional credits. The goal of the project would be to envelope any emission increase under the existing permitted limits, thus not requiring additional offsets. This is an approach we have used extensively in the past, most recently with the Malburg Generating Station project where we avoided additional offsets by using bubbling in the short-term emissions increase into the monthly and annual limits.

Another issue that could be a challenge would be the air quality and public health impacts to the nearby residential neighborhoods. The Orchard Ranch Elementary School is within 1,000 meters of the REP site location. While natural gas power plants have relatively small impacts to air quality and public health, diesel particulate matter emissions from the emergency generator and fire pump could present an increased potential for impacts. While the original health risk impact demonstrated insignificant impacts, the residential areas have expanded closer to the project location. Many of the power plants we have worked on have the exact same situation where neighboring communities have encroached on the area surrounding the power plant site. Here, ADI's experience with the use of refined modeling and health risk assessment methods have always been able to demonstrate compliance with the established significance thresholds.

## General Permitting Approach

Based on the Upgrade Package evaluation and data provided by Siemens, there will be the potential for an increase in the short-term (hourly) emissions of NO<sub>x</sub>, carbon monoxide (CO), volatile organic compounds (VOCs) and sulfur dioxide (SO<sub>2</sub>), primarily related to a small increase in the fuel use and firing temperatures. But based on the Siemens turbine performance data, there will be a slight decrease in the potential to emit of particulate matter (PM<sub>10</sub>/PM<sub>2.5</sub>). *However, with the proposed turbine upgrade, we would propose that the new permit application for REP not seek to modify the existing quarterly or annual emission limits for any of the criteria pollutants. Based on review of the actual vs. permitted MGS facility emissions, in all likelihood, REP could bubble or envelope in the hourly increase in emissions while retaining the existing permitted quarterly and annual limits for all applicable criteria pollutants with an adequate margin of safety.* This is the same approach we took with MGS and is often the approach we take in revising existing permits for power generation facilities where offsets, which can be difficult and expensive to obtain, were based on the facility maximum potential to emit.



As an example, the PM10 emissions were based on the relatively large emission factor at the time the facility was permitted. After reviewing the PM10 source test data for the existing REP project, we get the following information.

| PM10 Test Data Summary |             |              |                 |           |        |        |                 |
|------------------------|-------------|--------------|-----------------|-----------|--------|--------|-----------------|
|                        |             | Test         |                 | System    | Test   | PM     |                 |
| Site Name              | Test Year   | Method       | GT Model        | Rating MW | Load % | lbs/hr | Notes           |
| Roseville Electric     | 2007 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 43        | >60%   | 1.93   | no duct burners |
|                        | 2007 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 42        | >60%   | 2.06   | no duct burners |
|                        | 2008 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 62.6      | >90%   | 1.08   | w/duct burners  |
|                        | 2008 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 69.3      | >90%   | 1.1    | w/duct burners  |
|                        | 2009 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 78.1      | >90%   | 0.95   | w/duct burners  |
|                        | 2009 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 76.9      | >90%   | 0.89   | w/duct burners  |
|                        | 2010 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 77.5      | >90%   | 1.15   | w/duct burners  |
|                        | 2010 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 79.1      | >90%   | 0.31   | w/duct burners  |
|                        | 2012 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 81.8      | >90%   | 1.01   | w/duct burners  |
|                        | 2012 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 80.8      | >90%   | 1.1    | w/duct burners  |
|                        | 2012 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 75.1      | >90%   | 1.08   | w/duct burners  |
|                        | 2012 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 74.4      | >90%   | 0.87   | w/duct burners  |
|                        | 2013 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 77.3      | >90%   | 0.54   | w/duct burners  |
|                        | 2013 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 71.9      | >90%   | 0.7    | w/duct burners  |
|                        | 2014 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 75.2      | >90%   | 1.04   | w/duct burners  |
|                        | 2014 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 74.5      | >90%   | 0.64   | w/duct burners  |
|                        | 2015 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 77.2      | >90%   | 0.87   | w/duct burners  |
|                        | 2015 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 76.2      | >90%   | 1      | w/duct burners  |
|                        | 2016 Unit 1 | EPA 201A/202 | Siemens SGT-800 | 75.1      | >90%   | 1      | w/duct burners  |
|                        | 2016 Unit 2 | EPA 201A/202 | Siemens SGT-800 | 73.7      | >90%   | 1      | w/duct burners  |
| Average                |             |              |                 |           |        | 1.02   |                 |

The average across these source test results demonstrate that the project is well below the hourly PM emission limit of 4.7 lb/hr per turbine/HRSG combination.

The ability to envelope the small increase in hourly emission rates while maintaining the existing limits could be achievable primarily due to the current permitted limits which are based on the maximum potential to emit (PTE) and which had incorporated some margin for developing the baseline emissions used in the existing permit and CEC license. The actual hourly, daily, quarterly emissions, based on past historical CEMs and source test data, should be less than the permitted potential to emit levels for all pollutants. Additionally, as the commission activities associated with the upgrade will occur over an approximate two to three-week period, the proposed project should still safely allow for full compliance with the existing quarterly and annual emission limits in the current operating permit.

## Our Strengths



ADI ability to successfully permit power plants with the local air pollution control agencies and the CEC are typically a result of the following:

- Excellent reputation within many of the air pollution control agencies
- Excellent working reputation with the CEC
- Ability to utilize refined modeling methods for both air quality and public health impact assessment in order to demonstrate compliance
- Thorough and complete understanding the regulatory and CEQA environment
- Unique approaches to permitting with a proven success record





**TAB E**  
**Project Plan**



## **Project Plan**

### ***Issue Identification***

ADI will identify air quality permitting or CEQA related issues that could impact the development of the project. The issues to be reviewed include offset availability, potential air quality impact analyses, permitting timelines, and regulatory obstacles. A permit issue report will be created for review by REP.

### ***Air Quality Scope of Work for the A+ Upgrade***

ADI will prepare the new source review (NSR) permit application as well as the Air Quality section of the CEC amendment which will contain the following detailed discussions, analyses, and support appendices:

- Geography and topography
- Climate and meteorology
- State and federal air quality standards
- Attainment and non-attainment status determinations
- Background air quality determinations and historical air quality data
- Criteria pollutant health and welfare effects
- Detailed project emissions estimates for the construction phase
- Detailed project emissions estimates for the operational phase for criteria, hazardous air pollutants, and greenhouse gases i.e., including steady state operation, startup and shutdown modes, and commissioning activities.
- Presentation of proposed facility equipment, processes, and equipment specifications.
- Presentation of proposed fuels and fuel analysis data.
- Detailed analysis of best available control technology (BACT)
- Discussion of the air quality impact and modeling methodologies.
- Presentation of the screening and refined modeling results and impacts for steady state operations, startup and shutdown modes, and commissioning activities.
- Determinations of significance with respect to established PCAPCD and /or federal significance criteria.
- California Ambient Air Quality Standards (CAAQS)/National Ambient Air Quality Standards (NAAQS) analyses as needed for concentrations over the established significance levels.
- Secondary impacts to soils and vegetation.
- Mitigation analysis per the PCAPCD rules and CEC requirements.
- Discussion of applicable air quality laws, ordinances, regulations, and standards applicable to the facility.
- Permitting schedule outlining required permits, permit processing time frames, and potential submittal timeframes.



- The air quality section will be supplemented by all required maps, figures, data tables, and data files to meet the CEC data adequacy requirements.

The air quality application will be supplemented by all required maps, figures, data tables, and data files to meet the CEC and PCAPCD data adequacy/completeness requirements.

***Public Health Scope of Work for the A+ Upgrade***

ADI will prepare the Public Health section of the CEC amendment which will contain the following detailed discussions, analyses, and support appendices:

- Discussion of public health affected environment with respect to hazardous and/or air toxics emissions in the regional project area.
- Discussion of cancer and non-cancer risk criteria and established significance thresholds.
- Discussion of regional population and land use data.
- Discussion of the risk assessment process.
- Delineation of the types of hazardous or toxic pollutants expected to be emitted and the levels of such emissions.
- Identification and discussion of sensitive receptors in the project area.
- Discussion of the risk assessment model used in the analysis.
- Presentation of the operational risk assessment results and impacts, and a discussion of cumulative risks and mitigation measures.
- Discussion of applicable public health laws, ordinances, regulations, and standards applicable to the facility.
- Delineation of the various public health agencies with potential jurisdiction over the proposed project, agency roles, and pertinent contact information.
- Permitting schedule outlining required permits, permit processing time frames, and potential submittal timeframes.
- The public health section will be supplemented by all required maps, figures, data tables, and data files to meet the CEC submittal requirements.

ADI will supply a data needs list to you for review and completion.

***PCAPCD NSR Permitting Application for the A+ Upgrade***

ADI will prepare the air permitting application package as per the requirements of Regulation V, Rule 502 (New Source Review) for submittal to the PCAPCD. This document will consist of the repackaging of the following CEC amendment sections; (1) Project Description Section, (2) Air Quality Section, (3) Public Health Section, and (4) all associated maps, figures, tables, data files, and support appendices. Compliance with PCAPCD Rule 502, Sections 305.1 and 305.2 for air quality impacts will be assessed. Health risk will also be included. The application document will also contain a complete set of the PCAPCD permitting application forms for the modified facility equipment, including the Title V application forms.



## **Support of Additional Modeling and Regulatory Support Efforts for Roseville Electric Utility**

ADI will provide Roseville Electric Utility with ongoing air quality regulatory support services in order to address existing and future permitting activities with the Placer County Air Pollution Control District and CEC. ADI proposes to conduct the following scope of work:

- Providing air quality consulting services on an as needed basis
- Review and preparation of emissions data
- Regulatory review
- Air quality and health risk modeling services
- Control technology evaluations
- Permit application and permit language review
- Meteorological data preparation.
- Support of compliance tests
- Assistance with PCAPCD and CEC compliance issues

## **Work Schedule**

To prepare the CEC air quality and public health analyses, and the PCAPCD air permit application package, i.e., text, maps, figures, data tables, data files, and support appendices, the following work schedule is proposed:

- |                                           |                                      |
|-------------------------------------------|--------------------------------------|
| • Preparation of Meteorological Data Base | 2 weeks from project initiation      |
| • Emissions Calculations and BACT         | 4 weeks from project initiation      |
| • Regulatory review and LORS              | 4 weeks from project initiation      |
| • NSR/CEC Air Quality Modeling Analyses   | 8 weeks from receipt of design data  |
| • Construction Impact Assessment          | 10 weeks from receipt of design data |
| • Public Health Section and Analyses      | 9 weeks from receipt of design data  |
| • PCAPCD Permit Application               | 11 weeks from receipt of design data |
| • CEC Air Quality/Public Health Section   | 12 weeks from receipt of design data |
| • Issue Identification                    | 2 weeks from project initiation      |

## **Project Staff Based on Work Plan**

- | <b><i>Work Task</i></b>                   | <b><i>ADI Staff</i></b>       |
|-------------------------------------------|-------------------------------|
| • Preparation of Meteorological Data Base | William Corbin                |
| • Emissions Calculations and BACT         | Gregory Darwin/Richard Booth  |
| • Regulatory review and LORS              | Gregory Darwin/Richard Booth  |
| • NSR/CEC Air Quality Modeling Analyses   | Gregory Darwin/William Corbin |
| • Construction Impact Assessment          | Richard Booth/William Corbin  |



***Work Task***

- Public Health Section and Analyses
- PCAPCD Permit Application
- CEC Air Quality/Public Health Section
- Issue Identification

***ADI Staff***

Gregory Darwin/Richard Booth

Gregory Darwin

Gregory Darwin/Richard Booth

Gregory Darwin



**TAB G**  
**Required Statements/Documents**





- There will be no substitution of the designated members of the team, without the approval by City Staff.
- There is no conflict of interest with the City, City officials or its employees
- We satisfy the current indemnification and insurance requirements
- There is nothing contained in the submitted proposal by ADI that is considered proprietary
- Attachment A (Executed copy of Proposers Certification)



**Attachment A**  
**Executed Copy of Proposer's Certification**



## Attachment A

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Atmospheric Dynamics, Inc.

NAME OF BUSINESS

SIGNATURE

Gregory Darvin, President

NAME & TITLE, TYPED OR PRINTED

PO Box 5907, Carmel by the Sea, CA 93921

MAILING ADDRESS

831 620-0481

TELEPHONE NUMBER

darvin@atmosphericdynamics.com

EMAIL

Type of Organization:

☐ Sole Proprietorship      ☒ Corporation      ☐ State of Incorporation  
☐ Partnership      ☐ Limited Liability Company

**TAB H**  
**Exceptions**



- There are no proposed exceptions, alterations or amendments to the Scope of Services or other requirements of the RFP. There are no proposed changes to the Sample Contract (Attachment B). As there are no changes, the Sample Contract is not included with this proposal.



**TAB I**  
**Competency of Proposers**





Based on the experience with similar project as provided in the previous Tabs, ADI has the competency, experience and financial resources to provide the services and complete the project. With the exception of projects that were canceled by the applicant for reasons completely unrelated to ADI's performance, ADI has always completed every permit application we have undertaken. We have no pending or past bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed or resolved in the past seven (7) years. We have never been terminated by a client for breach.



## EXHIBIT “B”

**TAB F**  
**Project Cost**  
**(Included in Marked Envelope)**



### **REP A+ Upgrade Project Cost**

All of the analyses will be billed on a time and materials basis and are based on our 2020 rate sheet (attached). The cost to prepare the CEC air quality and public health analyses, and the PCAPCD air permit application package, i.e., text, maps, figures, data tables, data files, and support appendices, up to the submittal date to the CEC and PCAPCD would be as follows:

|                                                      |                 |
|------------------------------------------------------|-----------------|
| • Project Kickoff and Weekly Meetings                | \$ 6,000        |
| • Preparation of Meteorological Data Base            | \$ 3,400        |
| • Emissions Calculations and BACT                    | \$ 9,200        |
| • Regulatory review and LORS                         | \$ 5,000        |
| • NSR/CEC Air Quality Modeling Analyses              | \$29,000        |
| • Construction Impact Assessment                     | \$ 1,500        |
| • Public Health Section and Analyses                 | \$15,500        |
| • PCAPCD Permit Application                          | \$ 7,400        |
| • CEC Air Quality/Public Health Section and Analysis | \$ 8,000        |
| • Issue Identification                               | \$ 3,500        |
| <b>Total:</b>                                        | <b>\$88,500</b> |

For cost purposes, it is also assumed that no additional changes to the facility or permit conditions are required at this time. The PCAPCD, in order to prepare the Preliminary Determination of Compliance (PDOC) will require that the CEC amend the license to incorporate the new PCAPCD conditions and limits. Thus, a CEC license amendment will be needed to incorporate the A Plus efficiency project. The cost summarized below only represents the air quality and public health sections and costs for other technical areas, as needed, may need to be included in your budgetary estimate. A cumulative analysis may be required by the CEC and will prepared under a separate scope of services.

Costs incurred after submittal of the CEC amendment and NSR applications will be charged on a time and materials basis and for budgetary estimates, are presented below. The above costs do not include any permitting application fees, review fees, or processing fees levied by any agency. The above costs do not include any fees or costs associated with purchasing emissions mitigations pursuant to PCAPCD rules or CEC requirements.

|                                    |                 |
|------------------------------------|-----------------|
| • Post Application Support to FDOC | \$30,000        |
| • Support to final amended license | \$45,000        |
| <b>Total:</b>                      | <b>\$75,000</b> |

Additionally, for the dispersion modeling, a meteorological database will need to be identified and processed for use in the modeling studies. The scope also assumes that no preconstruction monitoring will be required and that all NAAQS, CAAQS and health risk impacts will be in compliance with the applicable limits. Separate scopes for refined



modeling may need to be developed if the project or cumulative impacts exceeds the established limits.

**Roseville Electric Utility Generation Division Cost**

To support as needed air quality services related to but not limited to the list below, ADI proposes a time and material budget of **\$20,000** which will be billed in accordance with the attached 2020 rate sheet.

- Providing air quality consulting services on an as needed basis
- Review and preparation of emissions data
- Regulatory review
- Air quality and health risk modeling services
- Control technology evaluations
- Permit application and permit language review
- Meteorological data preparation.
- Support of compliance tests
- Assistance with PCAPCD compliance issues

Reimbursable Expenses

Travel Costs such as lodging and airline tickets

Automobile mileage per IRS limits





## COUNCIL COMMUNICATION

**CC #: 0812**  
**File #: 0800-03**

**Title:** Central Valley Project Power Facilities - Operation and Maintenance Agreement Amendment  
**Contact:** Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.20.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment 5 to Contract 96-SNR-00110 of the Funding of the Operation and Maintenance Agreement for the Central Valley Project Power Facilities between the City of Roseville and Western Area Power Administration.

### BACKGROUND

The City of Roseville executed the Agreement for the Funding of Operation and Maintenance for the Central Valley Project Power Facilities ("Agreement") in February 1997. Through the Agreement, Western Area Power Administration customers provide funds for specific maintenance activities relating to Central Valley Project power plants, or the delivery of Central Valley Project energy, that would otherwise not be undertaken due to limited federal appropriations. These activities increase the reliability of the delivery of electricity made available to Roseville under the Base Resource contract.

The Operation and Maintenance Governance Board ("Board") is the approving body for the Operation and Maintenance activities authorized under the Agreement. Eligible Board members must be party to the Agreement, including Roseville. Currently, the Agreement lacks clarity on the process to fill a vacancy on the Board when there aren't any eligible customers from a given customer group. Amendment 5 to the Agreement allows the Governance Board to appoint a customer from any group to fill the vacant position in this case.

### FISCAL IMPACT

The amendment has no fiscal 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Amendment 5 of the Funding of Operation and Maintenance Agreement for the Central Valley Project Power Facilities meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Schinstock, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-223

Amendment 5 to WAPA's O&M Agreement for CVP Power Facilities

RESOLUTION NO. 20-223

APPROVING AMENDMENT 5 TO CONTRACT 96-SNR-00110 FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR CENTRAL VALLEY PROJECT POWER FACILITIES, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment 5 to Contract 96-SNR-00110 for the funding of operation and maintenance for Central Valley Project Power Facilities, between the City of Roseville and United State Department of Energy, Western Area Power Administration, Sierra Nevada Region, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment 5 to Contract 96-SNR-00110 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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA CUSTOMER SERVICE REGION  
CENTRAL VALLEY PROJECT, CALIFORNIA  
  
AMENDMENT 5  
  
TO THE  
AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR  
CENTRAL VALLEY PROJECT POWER FACILITIES  
  
WITH  
  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
MID-PACIFIC REGION  
  
AND  
CENTRAL VALLEY PROJECT CUSTOMERS

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA CUSTOMER SERVICE REGION  
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 5

TO THE

AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR  
CENTRAL VALLEY PROJECT POWER FACILITIES

WITH

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT CUSTOMERS

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UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA CUSTOMER SERVICE REGION  
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 5

TO THE

AGREEMENT FOR THE FUNDING OF OPERATION AND MAINTENANCE FOR  
CENTRAL VALLEY PROJECT POWER FACILITIES

WITH

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
MID-PACIFIC REGION

AND

CENTRAL VALLEY PROJECT CUSTOMERS

**1. PREAMBLE:**

This Amendment 5 to Agreement 96-SNR-00110 (Primary Agreement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, among the UNITED STATES OF AMERICA, (United States) (i) acting by and through Western Area Power Administration, Department of Energy (Western) and (ii) acting by and through Bureau of Reclamation, Department of the Interior (Reclamation); and the Central Valley Project (CVP) preference power customers signing this Amendment as set forth in Exhibit A of the Primary Agreement, all collectively called Parties.

**2. EXPLANATORY RECITALS:**

2.1 The Parties entered into the Primary Agreement on November 12, 1997.

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2.2 Section 10 of the Primary Contract defines the rules and responsibilities of the Governance Board, including the composition of the Governance Board members.

2.3 The Parties have determined they need clarity on how to fill vacancies on the Governance Board and they need to ensure full membership on the Governance Board.

**3. AGREEMENT:**

The Parties agree to the terms and conditions set forth herein.

**4. TERM OF AMENDMENT:**

This Amendment shall become effective upon execution and shall remain in effect concurrently with the Primary Agreement.

**5. MODIFICATION OF SECTION 10 (GOVERNANCE BOARD) OF THE AGREEMENT FOR THE FUNDING OF OPERATIONS AND MAINTENANCE FOR CVP FACILITIES:**

5.1 The following subsection of Section 10 of the Primary Agreement is hereby modified as shown below:

“10.1.4.3 An election to fill any Customer Governance Board member vacancy shall be held prior to or at the next scheduled Governance Board meeting. If a vacancy occurs in a Customer group (defined in 10.1.3), Western will provide notice to that Customer group and the Customer group will have forty-five (45) days to elect a new Governance Board member. Western may extend that time if requested by the Customer group. If a Customer group fails to elect a Governance Board member as provided, the Governance Board may

///



1 fill the vacancy by appointing a Customer that is not already on the Governance  
2 Board. The Governance Board first will attempt to appoint a Customer from the  
3 Customer group having the vacancy. However, if there is not an eligible  
4 Customer that meets the criteria of the group or if there is no eligible Customer  
5 from the group that expresses an interest in participating on the Governance  
6 Board for the vacant position, the Governance Board may appoint a Customer  
7 from any group to fill the vacant position. The Governance Board must vote on  
8 any appointment at a scheduled Governance Board meeting before that  
9 appointee becomes a member of the Governance Board.”

10  
11 5.2 The following new subsection is added to Section 10 of the Primary  
12 Agreement:

13 “10.4.4 Vacancy: The Governance Board may vote to fill a vacancy as provided  
14 in Section 10.1.4.3. Any vote to fill a vacancy shall be done under the voting  
15 procedures in 10.2.2 but shall not be subject to a call for a percentage vote. For  
16 clarity, the voting process applies only if a Customer group fails to elect a  
17 Governance Board member within the time provided in 10.4.1.3.”

18  
19 **6. PRIMARY AGREEMENT TO REMAIN IN EFFECT:**

20 Except as expressly modified by this Amendment and as previously amended, said  
21 Primary Agreement shall remain in full force and effect, and this Amendment shall be  
22 subject to all provisions of the Primary Agreement, except as herein amended.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed the day and year first above written.

By: Sonja A. Anderson  
 Title: Vice President of Power Marketing for  
Sierra Nevada Region  
 Address: 114 Parkshore Drive  
Folsom, CA 95630

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BAY AREA RAPID TRANSIT DISTRICT

By: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_

Title:

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20

21                                           BYRON-BETHANY IRRIGATION DISTRICT

22  
23                                           By:\_\_\_\_\_

24   Attest:                                           Title:\_\_\_\_\_

25   By:\_\_\_\_\_                                           Address:\_\_\_\_\_

26   Title:\_\_\_\_\_                                           \_\_\_\_\_

27

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21                                           LASSEN MUNICIPAL UTILITY DISTRICT

22  
23                                           By:\_\_\_\_\_

24   Attest:                                           Title:\_\_\_\_\_

25   By:\_\_\_\_\_                                           Address:\_\_\_\_\_

26   Title:\_\_\_\_\_                                           \_\_\_\_\_

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NASA – AMES RESEARCH CENTER

By: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_

Title:

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NORTHERN CALIFORNIA POWER AGENCY

By: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_

Title:

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POWER AND WATER RESOURCES  
POOLING AUTHORITY

By: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_

Title:

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21 SAN JUAN WATER DISTRICT

22  
23 By:\_\_\_\_\_

24 Attest: Title:\_\_\_\_\_

25 By:\_\_\_\_\_ Address:\_\_\_\_\_

26 Title:\_\_\_\_\_ \_\_\_\_\_  
27  
28



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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_

Title:

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20  
21                                   CITY OF SANTA CLARA  
22                                   DBA SILICON VALLEY POWER

23                                   By:\_\_\_\_\_

24   Attest:                                   Title:\_\_\_\_\_

25   By:\_\_\_\_\_                                   Address:\_\_\_\_\_

26   Title:\_\_\_\_\_                                   \_\_\_\_\_

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21 BUREAU OF RECLAMATION

22  
23 By:\_\_\_\_\_

24 Attest: Title:\_\_\_\_\_

25 By:\_\_\_\_\_ Address:\_\_\_\_\_

26 Title:\_\_\_\_\_ \_\_\_\_\_  
27  
28



## COUNCIL COMMUNICATION

**CC #: 0806**  
**File #: 0800-03**

**Title:** Advanced Metering Infrastructure Project - Professional Services Agreement Amendment  
**Contact:** Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.21.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the third amendment to professional services agreement with UtiliWorks Consulting, LLC. to provide consulting services for the implementation and deployment phases of the Advanced Metering Infrastructure (AMI) project.

### BACKGROUND

Advanced Metering Infrastructure (AMI) is an integrated system of meters, communications networks, and data management systems that enables two-way communication between utilities and customers. AMI provides customers greater control over their energy and water use. AMI provides the utilities with information about energy and water usage at different times of the day, which provides customers tools to manage their usage proactively. Additionally, AMI provides utilities with the means to optimize electricity and water flows on the distribution systems, improve customer service, and respond to outages, leaks and theft reports faster. Due to regulatory requirements and operational efficiencies provided by AMI technology, over 90% of California residents and businesses currently have utility installed AMI meters in use.

The implementation and deployment phase is being extended primarily due to unforeseen complexities in developing the necessary integrations between the AMI system and Roseville's existing Customer Information System (CIS). This amendment will task UtiliWorks with four main efforts: Integration support services to ensure operability between Roseville's AMI, CIS, and Enterprise Asset Management systems; business process reengineering to help the utilities define future state business processes; project management support during both the implementation and deployment efforts, which includes an additional 13 months of expertise and oversight during implementation; and an additional 6 months of field verification and oversight of equipment deployment throughout the City.

### FISCAL IMPACT



This amendment will extend the UtiliWorks AMI consulting services contract by \$641,825, increasing the contract to a not-to-exceed amount of \$2,303,549. The contract costs will be shared by the two existing Electric and Environmental Utilities AMI capital improvement projects, and funding is available in the FY2019-20 budgets, as part of the project contingency.

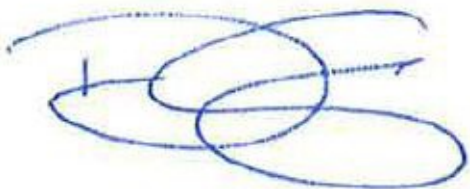
### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a third amendment to professional services agreement for the Advanced Metering Infrastructure project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Caitlin Ornelas, AMI Project Manager

Michelle Bertolino, Electric Utility Director



---

Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution No. 20-219

Third Amendment to PSA

RESOLUTION NO. 20-219

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,  
BY AND BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement for the Advanced Metering Infrastructure support, development and implementation services, by and between the City of Roseville and UtiliWorks Consulting, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said third 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

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**Project: Advanced Metering Infrastructure Consulting**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and UtiliWorks Consulting, LLC, a Louisiana limited liability company ("CONSULTANT");  
and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated November 4, 2015, amended on October 18, 2017 and amended on December 20, 2017 ("Agreement") regarding the Advanced Metering Infrastructure Consulting ("Project");  
and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's attached letter/proposal, 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 Third Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one six hundred forty-one thousand, eight hundred twenty-five dollars (\$641,825), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to two million, three hundred three thousand, five hundred forty-nine dollars (\$2,303,549)."

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 Third 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 Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

UTILIWORKS CONSULTING, LLC, a  
Louisiana limited liability company

BY:  
DOMINICK CASEY  
City Manager

BY:   
its: CEO  
Wayne Greenberg, CEO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: \_\_\_\_\_

SONIA OROZCO  
City Clerk

BY: \_\_\_\_\_

its: \_\_\_\_\_

  
President  
Dale Pennington, President

APPROVED AS TO FORM:

BY: \_\_\_\_\_

ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_

  
Michelle Bertolino (May 29, 2020 06:59 PDT)

MICHELLE BERTOLINO  
Electric Utility Director

  
TAW

**EXHIBIT "A"**





2351 Energy Drive, STE 1010,  
Baton Rouge, LA 70808  
(225) 766-4188  
www.utiliworks.com

## AMI/MDM Implementation and Deployment Consulting Services Change Order 3

Date: April 14, 2020  
To: Caitlin Ornelas  
AMI Project Manager  
City of Roseville

### Scope of Work

UtiliWorks Consulting, LLC ("UtiliWorks") is providing this Change Order #3 (CO3) in response to a request from the City of Roseville ("City" or "Roseville") Project Manager, Caitlin Ornelas. Services outlined in this CO3 will extend the previously contracted services:

- Task 1 - POC Project Management: Provide continued POC Project Management services to support the City through the Beta Proof of Concept (POC) Phase expected to conclude in July 2021.
- Task 2 - Business Process Re-Engineering: Provide continued business process re-engineering services with Electric and Environmental Utilities (EU).
- Task 6 - Full Deployment Project Management: Provide continued Full Deployment Project Management services for a period of six (6) months upon phase initiation. This phase is expected to start in August 2021.
- Task 7 - Integration Support Services: Provide continued integration support services to support the City during integration activities expected to conclude in May 2021.

Each of the above tasks are described in more detail in this CO3 along with corresponding fees.

### Task 1 – POC Project Management

UtiliWorks will continue to provide Project Management, subject matter expertise, and sponsorship/executive oversight as detailed in Task 1 - POC Project Management in the Second Amendment to Professional Services Agreement Advanced Metering Infrastructure Consulting. UtiliWorks budget for this Task 1 will be exhausted come June 30, 2020. UtiliWorks POC PM support will continue through July 31, 2021, which is an additional 13 months.

### Task 2 – Business Process Re-Engineering

UtiliWorks will work with Roseville's Electric and EU Departments to design use cases for existing and new business processes and programs impacted by AMI that are outside the domain of Finance. UtiliWorks will work with Roseville to identify and prioritize use cases of high interest, develop the business case for those prioritized use cases, conduct a series of use case development and documentation workshops. Finally, UtiliWorks will work with Roseville resources to reconcile use cases between Electric and EU with those developed by other departments (e.g., Finance and IT) to ensure continuity.

### **Task 2.1 - Identify/Prioritize Use Cases**

UtiliWorks will develop a list of use cases for the Electric and EU departments to review. The use cases will range from day-to-day tasks, such as exchanging a meter, to larger scale programs such as Demand Side Management (DSM). Both Electric and EU will review the use cases to remove use cases that are not applicable and add any that may have been missed. UtiliWorks will meet with Electric and EU to prioritize use cases in order from those that are most critical to be designed and documented prior to Full Deployment to those that can be postponed for future efforts.

#### Assumptions:

- *UtiliWorks will work exclusively with the Electric and EU Departments to identify and prioritize use cases.*

#### Deliverables:

- *Initial lists of use cases for Electric and EU Departments (total of at least 60 use cases)*
- *Remote workshops to prioritize list of use cases with each department*
- *Final prioritized lists of use cases for Electric and EU*

### **Task 2.2 - Use Case/Business Process Design Workshops**

Once priorities have been established, UtiliWorks will use previously gathered information to create draft documents for each high priority use case including a description, business rules, actors, triggers, pre- and post-conditions, and step-by-step process.

UtiliWorks will work with the Roseville teams to conduct a series of use case/business process workshops with the objective of updating the draft documentation to accurately reflect the future state business process by department. There will be a revision cycle during which time Roseville will review and revise documents to ensure their accuracy. The use case documentation will be used for test case development and training documentation throughout Beta phase.

#### Assumptions:

- *UtiliWorks assumes up to 45 use cases will be documented*
- *Based on the nature of the use case, UtiliWorks may shadow Roseville staff to fully document processes to support the use case*
- *Process flow diagrams are not included in the current scope*

#### Deliverables:

- *Use case documentation (.docx)*

### **Task 2.3 - Reconciliation of Inter-Departmental Use Cases**

UtiliWorks will work with Electric, EU, and resources from other departments (e.g., Finance and IT) to review related use cases to ensure that the overarching business process aligns, and hand-offs are documented between departments. UtiliWorks will:

- *Identify missing, incorrect, or inadequate hand-offs between use cases developed by Electric/EU and those in other departments*

- Execute needed changes in UtiliWorks-created documentation for Electric and EU use cases

**Assumptions:**

- *A representative from Electric, EU, and other departments familiar with the use cases will work with UtiliWorks to identify and correlate related use cases.*
- *UtiliWorks will only review use case documentation from Electric and EU for accuracy and will not make changes to documentation from other departments.*
- *UtiliWorks will ensure the hand-off between Electric/EU and other departments is present when appropriate.*

**Deliverables:**

- *List of missing, incorrect, or inadequate hand-offs between Electric/EU use cases and use cases from other departments*
- *Updates to UtiliWorks-created documentation for Electric and EU*

## **Task 6 – Full Deployment Project Management**

*Per Change Order 1 - Reallocate Full Deployment Project Management to Proof of Concept Phase, the City requested that UtiliWorks shift funds that were initially budgeted for this Task 6 to Task 1 - POC Project Management. Per this Change Order 3, the City has requested that UtiliWorks provide six (6) months of full deployment project management support upon phase initiation. The tasks to be performed align with UtiliWorks original scope of work for Task 6 - Full Deployment Project Management as detailed in Task 1 - POC Project Management in the Second Amendment to Professional Services Agreement Advanced Metering Infrastructure Consulting.*

## **Task 7 – Integration Support Services**

*Per Change Order 2 - Reallocate Business Process Re-Engineering and Contingency to Integration Support Services, the City requested that UtiliWorks provide integration support services including but not limited to use case discovery and review, vendor integration workshops, and vendor solution proposal analysis. Per this Change Order 3, the City has requested that UtiliWorks provide continued integration support services. The tasks to be performed align with UtiliWorks Task 7 - Integration Support Services in Change Order 2.*



2351 Energy Drive, STE 1010,  
Baton Rouge, LA 70808  
(225) 766-4188  
www.utiliworks.com

## Fees

| Task                                               | Fee        | Change Order #3   |
|----------------------------------------------------|------------|-------------------|
| POC Project Management                             | \$ 882,840 | \$ 347,620        |
| Full Deployment Project Management                 |            | \$ 140,400        |
| <u>Business Process Re-Engineering</u>             |            |                   |
| Pass 1 - Current State                             | \$ 32,500  |                   |
| Pass 2 - Proposed Future State                     | \$ 32,500  | \$ 47,188         |
| Pass 3 - As-Built Future State                     | \$ 42,500  | \$ (3,800)        |
| Business Process Audit                             | \$ 32,500  |                   |
| <u>Implementation Planning &amp; Documentation</u> |            |                   |
| Integrated POC Implementation Plan                 | \$ 22,000  | \$ -              |
| Integrated Test Plan                               | \$ 16,000  | \$ -              |
| Field Deployment Plan                              | \$ 24,000  | \$ -              |
| <u>Business Intelligence &amp; Reporting</u>       |            |                   |
| Discovery & Use Case Identification                | \$ 35,000  | \$ -              |
| Use Case Development                               | \$ 40,000  | \$ -              |
| Recommendations Report                             | \$ 25,000  | \$ -              |
| <u>Awareness &amp; Education Campaign</u>          |            |                   |
| Campaign Design                                    | \$ 14,000  | \$ -              |
| Organizational Awareness                           | \$ 19,000  | \$ -              |
| Customer Communications                            | \$ 18,000  | \$ -              |
| Integration Support Services                       | \$ 50,000  | \$ 103,200        |
| Travel                                             | \$ 105,000 | \$ 69,301         |
| Change Request Sub-total                           |            | \$ 703,909        |
| Contingency                                        | \$ 62,084  | \$ (62,084)       |
| <b>Change Request Total</b>                        |            | <b>\$ 641,825</b> |

Additional travel expenses are estimated at \$2,000 per trip. Additional travel budget is anticipated to support the UtiliWorks scope.



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## Approvals

The City of Roseville hereby agrees to the above as an extension to the scope for the executed AMI/MDM Implementation agreement.

Delivered by: Dale Pennington  
UtiliWorks Consulting, LLC

Date 4/29/2020

Approved by: Michelle Bertolino  
City of Roseville

Date May 1, 2020

Approved by: Dominick Casey  
City of Roseville

Date \_\_\_\_\_

Signature:

Email: [twhite@roseville.ca.us](mailto:twhite@roseville.ca.us)



## COUNCIL COMMUNICATION

CC #: 0828

File #: 0103-17 & 0201

**Title:** Roseville Natural Gas Financing Authority - Fiscal Year 2020-21 Budget

**Contact:** Nick Rosas 916-774-5314 nrosas@roseville.ca.us

Meeting Date: 6/17/2020

Item #: 7.22.

### RECOMMENDATION TO COUNCIL

Staff is recommending the City Council, acting as the Roseville Natural Gas Financing Authority, approve the attached resolution adopting the Roseville Natural Gas Financing Authority's FY2020-21 budget.

### BACKGROUND

Attached is the Roseville Natural Gas Financing Authority budget for FY2020-21. The debt expense of \$16,818,750 represents principal and interest payments on the 2007 Gas Revenue Bonds, which financed the prepayment of natural gas used for power generation at the Electric Department's Roseville Energy Park.

### FISCAL IMPACT

The budget document provides a financial summary of the Roseville Natural Gas Financing Authority. There is no fiscal impact to report.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines section 15061(b)(3)). This budget adjustment does not include the potential for a significant environmental impact, and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer





---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 2-20

RNGFA FY2020-21 Budget

ROSEVILLE NATURAL GAS FINANCING AUTHORITY  
RESOLUTION NO. 2-20

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-21

WHEREAS, the Roseville Natural Gas Financing Authority has reviewed the proposed Roseville Natural Gas Financing Authority Budget Fiscal Year 2020-21;

NOW, THEREFORE, the Roseville Natural Gas Financing Authority does hereby resolve that the attached Roseville Natural Gas Financing Authority Budget Fiscal Year 2020-21 is hereby approved.

PASSED AND ADOPTED by the Roseville Natural Gas Financing Authority this\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

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CHAIR

ATTEST:

---

Secretary

## Roseville Natural Gas Financing Authority

|                                                               | Actual<br>FY2019  | Estimate<br>FY2020 | Budget<br>FY2021  |
|---------------------------------------------------------------|-------------------|--------------------|-------------------|
| OPERATING REVENUES                                            |                   |                    |                   |
| Current Services - Sale of Natural Gas to Roseville Electric  | \$ 16,499,421     | \$ 16,738,750      | \$ 16,803,750     |
| Administrative Fees                                           | 53,664            | 55,000             | 55,000            |
| <b>Total Revenues</b>                                         | <b>16,553,085</b> | <b>16,793,750</b>  | <b>16,858,750</b> |
| LESS OPERATING EXPENSES                                       |                   |                    |                   |
| Administrative Expenses (Audit, Fiscal Agent & Rating Agency) | 19,348            | 20,000             | 40,000            |
| Interest Expense                                              | 4,495             | -                  | -                 |
| <b>Total Operating Expenses</b>                               | <b>23,843</b>     | <b>20,000</b>      | <b>40,000</b>     |
| LESS CAPITAL AND DEBT EXPENSES                                |                   |                    |                   |
| Debt Service - Series 2007 Gas Revenue Bonds                  | 16,569,844        | 16,773,750         | 16,818,750        |
| <b>Total Capital and Debt Expenses</b>                        | <b>16,569,844</b> | <b>16,773,750</b>  | <b>16,818,750</b> |
| <b>INCREASE (DECREASE) FROM OPERATIONS</b>                    | <b>(40,602)</b>   | <b>-</b>           | <b>-</b>          |
| <b>FUND BALANCE, BEGINNING OF YEAR</b>                        | <b>40,602</b>     | <b>-</b>           | <b>-</b>          |
| <b>INCREASE (DECREASE) FROM OPERATIONS</b>                    | <b>(40,602)</b>   | <b>-</b>           | <b>-</b>          |
| <b>FUND BALANCE, END OF YEAR</b>                              | <b>\$ -</b>       | <b>\$ -</b>        | <b>\$ -</b>       |



## COUNCIL COMMUNICATION

CC #: 0800

File #: 0721 & 0721-01

**Title:** Placer-Sacramento Gateway Plan

**Contact:** Michael Dour 916-746-1304 mdour@roseville.ca.us

**Meeting Date:** 6/17/2020

**Item #:** 7.23.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution:

1. Accepting the Final Draft Placer-Sacramento Gateway Plan;
2. Approving the Amended Roseville Short Range Transit Plan to add the South Placer Transit Project; and
3. Authorizing the City Manager or designee to submit Solutions for Congested Corridors Program (SCCP) Cycle 2 grant applications to the California Transportation Commission (CTC) in partnership with the Placer County Transportation Planning Agency (PCTPA), the Sacramento Area Council of Governments (SACOG), and Caltrans, and to execute the related forms and agreements necessary for implementation of the grant should the grant funds be awarded.

### BACKGROUND

**Placer-Sacramento Gateway Plan (PSGP):** The PSGP is a multi-agency collaborative planning effort for the I-80 and SR-65 corridor (from Auburn and Lincoln to Sacramento). The goal of the plan is to prepare the region to compete for grant funds through the California Solutions for Congestion Corridors Program (SCCP), a Senate Bill 1 (SB1) funded program. The plan can be viewed at: [www.more80choices.com](http://www.more80choices.com).

Development of the PSGP was led by the Placer County Transportation Planning Agency (PCTPA), Caltrans District 3, the Sacramento Area Council of Governments (SACOG), and the Capitol Corridor Joint Powers Authority (CCJPA). Fourteen (14) cities, counties, transit agencies, and transportation planning authorities located along the study corridor participated in development of the plan, including the City of Roseville.

The plan includes 150 regional and local multi-modal transportation projects that are intended to: improve corridor operations, enhance safety and reduce congestion; increase travel choices; improve environmental conditions and air quality; and improve quality of life and economic development along the 80/65 corridor. The plan does so primarily by identifying projects that will close gaps in the existing multi-modal transportation network. Per state guidelines, SCCP funding

may be used only for non-capacity increasing projects. For that reason, stand-alone road widening projects are not included in the plan. The Final PSGP includes many projects that will be beneficial to transportation in and around Roseville, including:

- Capitol Corridor 3rd Track Project
- I-80 Auxiliary Lanes Project
- Dry Creek Greenway Trail Project
- Hwy 65 Bikeway Improvements/Crossings
- Short Range Transit Plan Implementation (commuter service expansion)
- Baseline Road Widening

**Cycle 2 Grant Applications:** From the list of 150 projects, the plan identifies eight (8) priority projects to be included in a regional SCCP Cycle 2 grant application later this year. This list includes two Roseville projects:

- Dry Creek Greenway Trail, Phase 1, which would result in a paved Class 1 trail from Riverside Avenue to Rocky Ridge Drive
- South Placer Transit Project which will facilitate transit connections between Lincoln, Roseville (Galleria, Sutter, Kaiser) and Light Rail.

At their meeting of April 22, 2020, the PCTPA Board accepted the PSGP and authorized the PCTPA Executive Director to submit the Cycle 2 SCCP grant application. Implementing agencies are also required to sign the grant application. Roseville will be the implementing agency for the Dry Creek Greenway Trail, Phase 1 and we are also anticipated to be the implementing agency for the South Placer Transit Project. As a result, we are seeking the City Council's authorization for the City Manager to sign and submit the Cycle 2 SCCP for both projects. We are also requesting that the Roseville Transit Short Range Transit Plan be updated as attached to include the South Placer Transit Project.

**Public Participation:** The PSGP represents the culmination of a 14-month planning process that included an extensive community engagement program that informed the public of the plan and solicited input for future corridor improvements. The community engagement activities included:

- An online user survey, which generated over 4,200 responses
- Two stakeholder meetings with participation from over 70 stakeholder groups
- Two community workshops solicited both in-person and virtual feedback from the public, including one at the Roseville Civic Center
- Ten pop-ups promoted the plan at community events and gatherings along the corridor, including one at the Roseville Galleria and two at Downtown Tuesday Night events
- Targeted online and in-person outreach to disadvantaged communities.

## FISCAL IMPACT

Acceptance of the PSGP and authorization of the SCCP Cycle 2 grant application is not expected to have a fiscal impact on the City, except that it may provide funding for the Dry Creek Greenway Phase 1 Project and the South Placer Transit Project.

The Dry Creek Greenway Trail Phase 1 project has an estimated construction cost of \$11,800,000. Staff has already identified \$4,500,000 in federal grant funding for Phase 1

construction. The SCCP application proposes an additional \$6,239,000 in construction funding for the project. The balance of construction funding (\$1,061,000) would come from the Local Transportation Fund. Staff anticipates that the maintenance costs for Dry Creek Greenway Trail Phase 1 will be approximately \$30,000 per year. This estimate includes day-to-day maintenance efforts such as vegetation control, sweeping, sign repair, and trash removal. This estimate also includes an annualized cost for periodic trail resurfacing and stream bank stabilization efforts. The Local Transportation Fund would be used to pay for maintenance.

PCTPA has secured funding to operate the South Placer Transit Project for a 3-year pilot program. The proposed SCCP Cycle 2 grant would provide funding for the project's capital costs, which includes the purchase of five 40' buses. If the pilot project is successful, PCTPA and participating local agencies will identify funding for continued operations.

General Fund resources will not be used for either project.

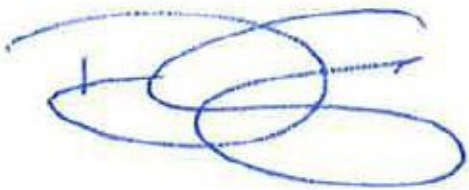
## ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). As a result, the proposed actions are statutorily exempt from CEQA review. Also, the Dry Creek Greenway Trail has already received stand-alone CEQA clearance through City Council certification of an Environmental Impact Report. In addition, per Public Resources Code Section 21080(b)(10), projects for the institution of passenger service on highway rights-of-way already in use are statutorily exempt under CEQA.

Respectfully Submitted,

Michael Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-257

Placer-Sacramento Gateway Plan - Cover Sheet

PSGP Executive Summary



South Placer Transit Description

South Placer Transit Map

RESOLUTION NO. 20-257

ACCEPTING THE PLACER-SACRAMENTO GATEWAY PLAN, APPROVING THE AMENDED ROSEVILLE SHORT RANGE TRANSIT PLAN TO ADD THE SOUTH PLACER TRANSIT PROJECT, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SOLUTIONS FOR CONGESTED CORRIDORS (SCCP) CYCLE 2 GRANT APPLICATION TO THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) IN PARTNERSHIP WITH THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA), THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG), AND CALTRANS, AND TO EXECUTE THE RELATED FORMS AND AGREEMENTS NECESSARY FOR IMPLEMENTATION OF THE GRANT SHOULD THE GRANT FUNDS BE AWARDED ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, pursuant to California Government Code, Title 7.91, Section 67910, Placer County Transportation Planning Agency (PCTPA) was created as a local area planning agency to provide regional transportation planning for the area of Placer County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(c) identifies PCTPA as the designated Regional Transportation Planning Agency for Placer County, exclusive of the Lake Tahoe Basin; and

WHEREAS, the California Transportation Commission developed the 2018 Comprehensive Multimodal Corridor Plan Guidelines in response to Senate Bill 1; and

WHEREAS, Streets and Highways Code Section 2396 requires the California Transportation Commission to adopt guidelines for the development of the Solutions for Congested Corridors Program; and

WHEREAS, the Solutions for Congested Corridors Program objective is to fund projects that make specific performance improvements and are part of a comprehensive multimodal corridor plan designed to reduce congestion in highly traveled corridors by providing more transportation choices while preserving the character of the local community and creating opportunities for neighborhood enhancement projects; and

WHEREAS, PCTPA worked collaboratively with Caltrans District 3, the Capitol Corridor Joint Powers Authority, the Sacramento Area Council of Governments, and a project development team comprised of 14 cities, counties, transit agencies, and transportation planning authorities located along the Placer-Sacramento Gateway corridor to develop the Placer-Sacramento Gateway Plan; and

WHEREAS, the Placer-Sacramento Gateway Plan has been developed as a comprehensive multimodal corridor plan in compliance with the California Transportation Commission's Comprehensive Multimodal Corridor Plan Guidelines to qualify projects for funding from the Solutions for Congested Corridors Program.

WHEREAS, at their meeting of April 22, 2020, the PCPTA Board accepted the Placer-Sacramento Gateway Plan (PSGP) and authorized the PCTPA Executive Director to submit the Cycle 2 Solutions for Congestion Corridors Program (SCCP) grant application; and

WHEREAS, the City of Roseville will be the implementing agency for the Dry Creek Greenway Trail, Phase 1 and we are also anticipated to be the implementing agency for the South Placer Transit Project, and as such, we are seeking the City Council's authorization for the City Manager to sign and submit the Cycle 2 SCCP for both projects; and

WHEREAS, staff also requests that the Roseville Transit Short Range Transit Plan be amended to include the South Placer Transit Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby:

1. Accepts the Final Draft Placer-Sacramento Gateway Plan;
2. Approving the Amended Roseville Short Range Transit Plan to add the South Placer Transit project;
3. Determines that the Final Placer-Sacramento Gateway Plan is statutorily exempt to further environmental review pursuant of the California Environmental Quality Act (CEQA) of 1970 as defined in State Guidelines, Section 15262, Planning and Feasibility Studies, for the implementation of CEQA.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to submit a Solutions for Congested Corridors (SCCP) Cycle 2 grant application to the California Transportation Commission (CTC) in partnership with the Placer County Transportation Planning Agency (PCTPA), the Sacramento Area Council of Governments (SACOG), and Caltrans, and to execute the related forms and agreements necessary for implementation of the grant should the grant funds be awarded.

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:

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MAYOR

ATTEST:

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City Clerk

# PLACER-SACRAMENTO GATEWAY PLAN

See <http://www.more80choices.com/>  
for a full copy of the plan

**FINAL**  
**APRIL 2020**

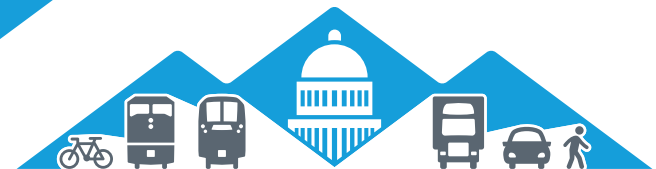


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# PLACER-SACRAMENTO GATEWAY PLAN

## EXECUTIVE SUMMARY

FINAL  
APRIL 2020



PLACER-SACRAMENTO GATEWAY PLAN



**The Gateway Plan was built on an unprecedented partnership between local, regional, and State planning entities.**

**Mobility - particularly the lack of travel options - is the top transportation issue facing the Gateway Corridor. Traffic congestion is a primary symptom of limited mobility, costing the region time & money and diminishing the quality of life.**

The Placer-Sacramento Gateway Plan (Gateway Plan) was developed as a comprehensive multimodal corridor plan to qualify for funding through the Solutions for Congested Corridors Program. The Gateway Plan aims to address the existing corridor challenges to reduce congestion and increase travel choices.

The Gateway Plan is sponsored by Caltrans District 3, the Capitol Corridor Joint Powers Authority (CCJPA), the Placer County Transportation Planning Agency (PCTPA), and the Sacramento Area Council of Governments (SACOG).

## The Gateway Corridor

The Gateway Plan covers the study area and facilities shown in Figure ES-1. As a multimodal plan, the Gateway Plan includes several transportation system components, referred to as the Gateway Corridor:

- Interstate 80 (I-80)
- State Route 51 (SR 51/Business 80)
- State Route 65 (SR 65/Highway 65)
- US Route 50 (US 50/Highway 50)
- Capitol Corridor intercity passenger rail service
- Sacramento Regional Transit (SacRT) light rail passenger rail service and fixed route bus service
- Placer County Transit, City of Roseville, and City of Auburn commuter and local bus service
- Regional multi-use trails
- Local roadways paralleling state highways

The Gateway Corridor is one of several major transportation corridors within the Sacramento region and fulfills a critical role in the local, regional, and statewide transportation systems.

## Corridor Characteristics

- The corridor is the primary link between Sacramento and Placer County activity centers.
- The corridor is the backbone of the Northern California freight industry.
- The corridor is the Northern California gateway to Sierra Nevada and Lake Tahoe recreational and tourism activities.
- The corridor carries a large - and growing - amount of traffic.
- Corridor motorists experience increasing delays and unreliable travel times.

**The corridor carries over one million empty seats on a daily basis (see Figure ES-3).**

- Existing corridor transit options serve a narrow travel market.
- Corridor travel options are limited (see Figure ES-2).
- Corridor active transportation networks are discontinuous.



FIGURE ES-1

# The Gateway Corridor

The Gateway Corridor includes segments of I-80, Business 80, Highway 65, and Highway 50, as well as parallel local roadways, transit lines, and bikeways located within two miles of the corridor. Major transportation hubs include Sacramento International Airport, the Port of West Sacramento, the UPRR J.R. Davis Yard, and Sacramento Valley Station.

The Gateway Corridor serves a variety of transportation needs ranging from daily commute travel between Placer and Sacramento Counties to goods movement and recreational travel throughout Northern California and the western United States. As such, the Gateway Corridor poses a dynamic and complex operating environment for its users and operators.

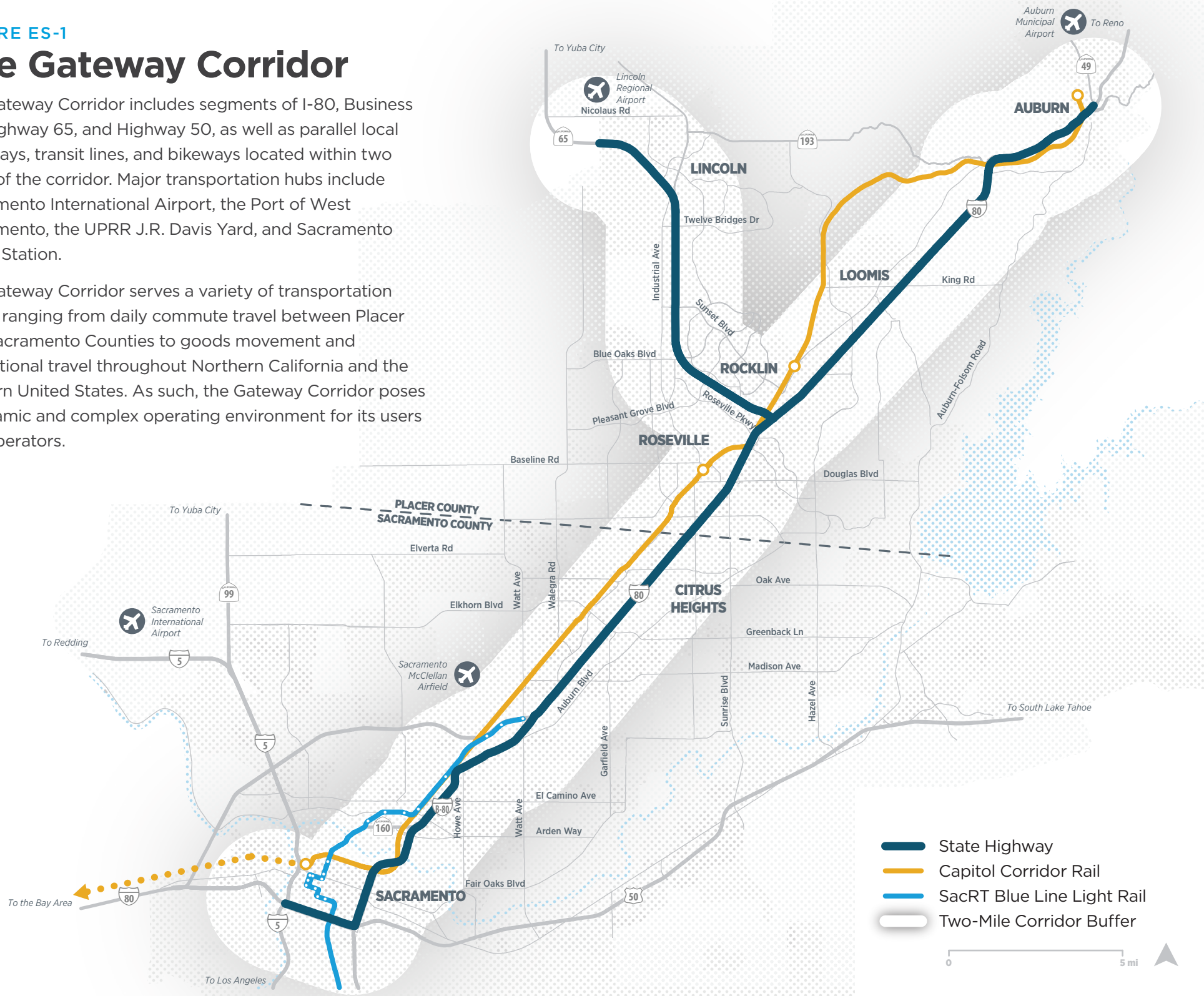


FIGURE ES-2

# Existing Corridor Travel Options

Can corridor travelers easily complete these trips using these options?

|                                                                              | Distance | Private Vehicle<br> | Capitol Corridor<br>Rail<br> | Bus<br> | Light Rail<br> | Bus<br> | Walking<br> | Bicycling<br> |
|------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Peak hour commute from South Placer (Roseville, Rocklin, etc.) to Sacramento | 20+ mi   | Yes                                                                                                  | Yes                                                                                                             | Yes                                                                                        | No                                                                                                | Yes                                                                                        | No                                                                                             | No                                                                                               |
| Peak hour commute from Sacramento to South Placer                            | 20+ mi   | Yes                                                                                                  | No                                                                                                              | Yes                                                                                        | No                                                                                                | Yes                                                                                        | No                                                                                             | No                                                                                               |
| Off-peak travel between South Placer and Sacramento                          | 20+ mi   | Yes                                                                                                  | No                                                                                                              | No                                                                                         | No                                                                                                | No                                                                                         | No                                                                                             | No                                                                                               |
| Travel between Antelope and Sacramento                                       | 15 mi    | Yes                                                                                                  | No                                                                                                              | No                                                                                         | No                                                                                                | No                                                                                         | No                                                                                             | No                                                                                               |
| Travel between Citrus Heights and Roseville                                  | 5 mi     | Yes                                                                                                  | No                                                                                                              | No                                                                                         | No                                                                                                | No                                                                                         | No                                                                                             | Yes                                                                                              |
| Travel between East Sacramento and Downtown                                  | 3 mi     | Yes                                                                                                  | No                                                                                                              | No                                                                                         | No                                                                                                | Yes                                                                                        | Yes                                                                                            | Yes                                                                                              |

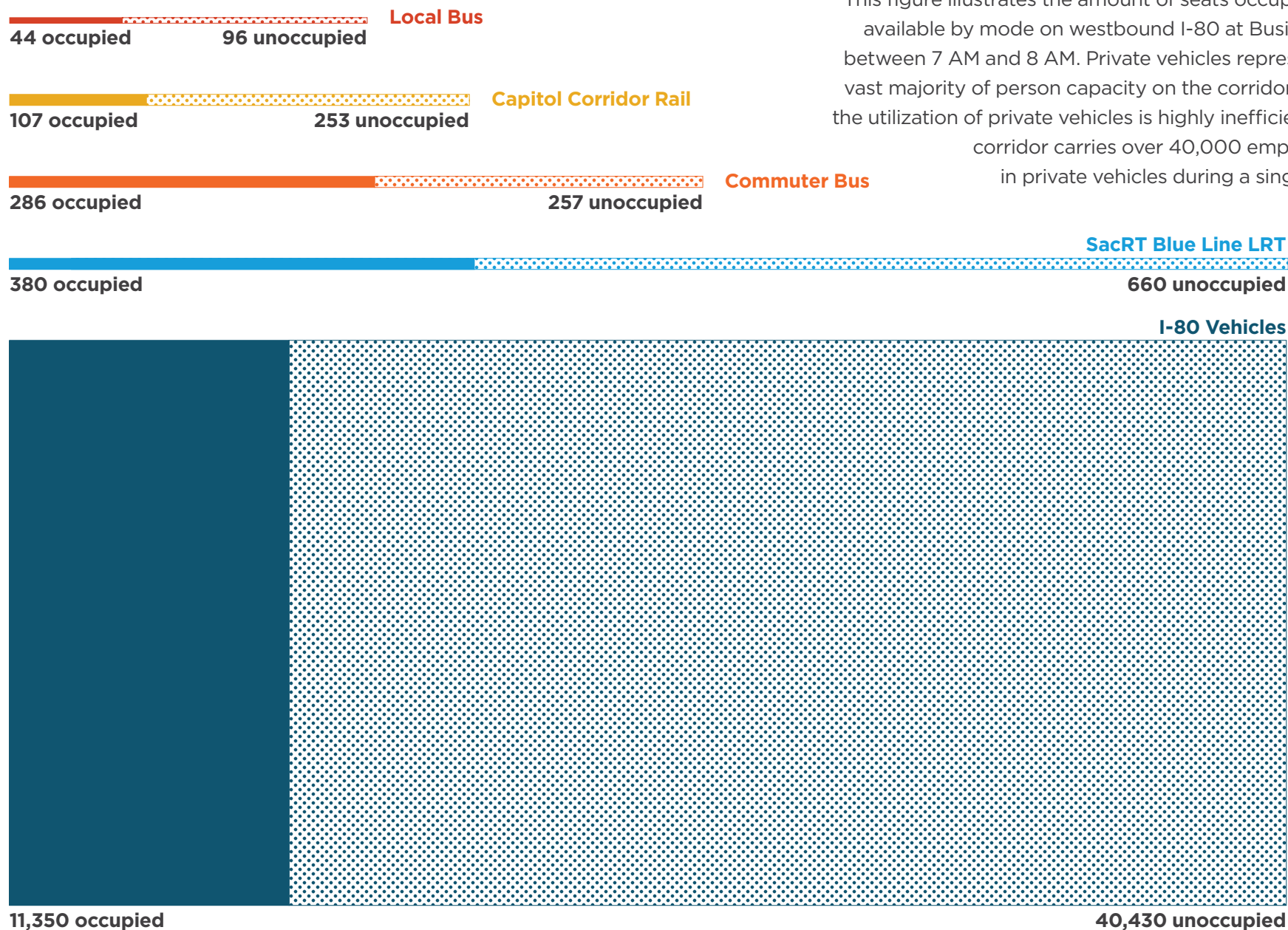
Capitol Corridor rail service is limited to one round-trip per day. Off-peak travel to and from South Placer is possible but requires transfer to connecting bus services at Sacramento Valley Station.

Possible, but requires use of infrequent service and/or multiple connections, making it impractical for commute travel.

FIGURE ES-3

# Seat Utilization

This figure illustrates the amount of seats occupied and available by mode on westbound I-80 at Business 80 between 7 AM and 8 AM. Private vehicles represent the vast majority of person capacity on the corridor. Today, the utilization of private vehicles is highly inefficient - the corridor carries over 40,000 empty seats in private vehicles during a single hour.



**The Gateway Plan engaged over 5,000 community members.**

**Corridor improvements aim to improve performance and close gaps in the regional roadway, transit, and active transportation networks.**

## Community Engagement

The Gateway Plan included the following community engagement activities to inform the public of the plan and solicit input for future corridor improvements:

- Monthly meetings with a project development team made up of the 14 agencies on the corridor.
- An online user survey, which generated over 4,200 responses.
- Two stakeholder meetings with participation from over 70 stakeholders groups.
- Two community workshops solicited both in-person and virtual feedback from the public.
- Ten pop-ups promoted the plan at community events and gatherings along the corridor.
- Targeted online and in-person outreach to disadvantaged communities.
- Altogether, the in-person outreach activities attracted over 800 participants.

## Corridor Projects

Altogether, the Gateway Plan includes nearly 150 multimodal transportation improvement projects along the study corridor, as shown in Figure ES-4.

### Roadway/Transportation Systems Management Improvements

- Business 80 - express lanes, ramp metering, and interchange improvements
- I-80 - express lanes, auxiliary lanes, ramp metering, and interchange improvements
- Highway 65 - express lanes, ramp metering, and interchange improvements

- Local roadways - widening and complete streets improvements
- Travel demand management programs

### Transit Projects

- Capitol Corridor - Third Track Project (Phases 1 and 2) to provide up to ten round trips per day and station improvements
- Light rail transit - upgrade Blue Line vehicle fleet and enhance Watt/I-80 Station
- Bus - new bus rapid transit routes, new Lincoln-to-Sacramento Commuter and intercity services, and expanded circulator bus, micro-transit, and neighborhood ride services

### Bicycle and Pedestrian Projects

- Closing gaps - completed local and regional trail system
- Complete Streets - enhanced bicycle and pedestrian facilities on major roadways
- Grade separations - new freeway and river grade separations to improve bicycle and pedestrian connectivity

## Plan Performance

Figure ES-5 illustrates the performance of the Gateway Plan with respect to congestion/delay, accessibility, economic development, efficient land use, air quality, and safety. Specific performance measures were developed based on CTC requirements and refined based on community and agency values.



FIGURE ES-4

# The Gateway Plan

This figure illustrates the nearly 150 multimodal transportation projects included in the Gateway Plan. Gateway Plan projects include improvements to roadways, transportation systems management programs/strategies, transit service and facilities, and active transportation facilities.

Improvement projects will improve corridor operations, increase travel choices, and close existing gaps in the existing multimodal transportation network.

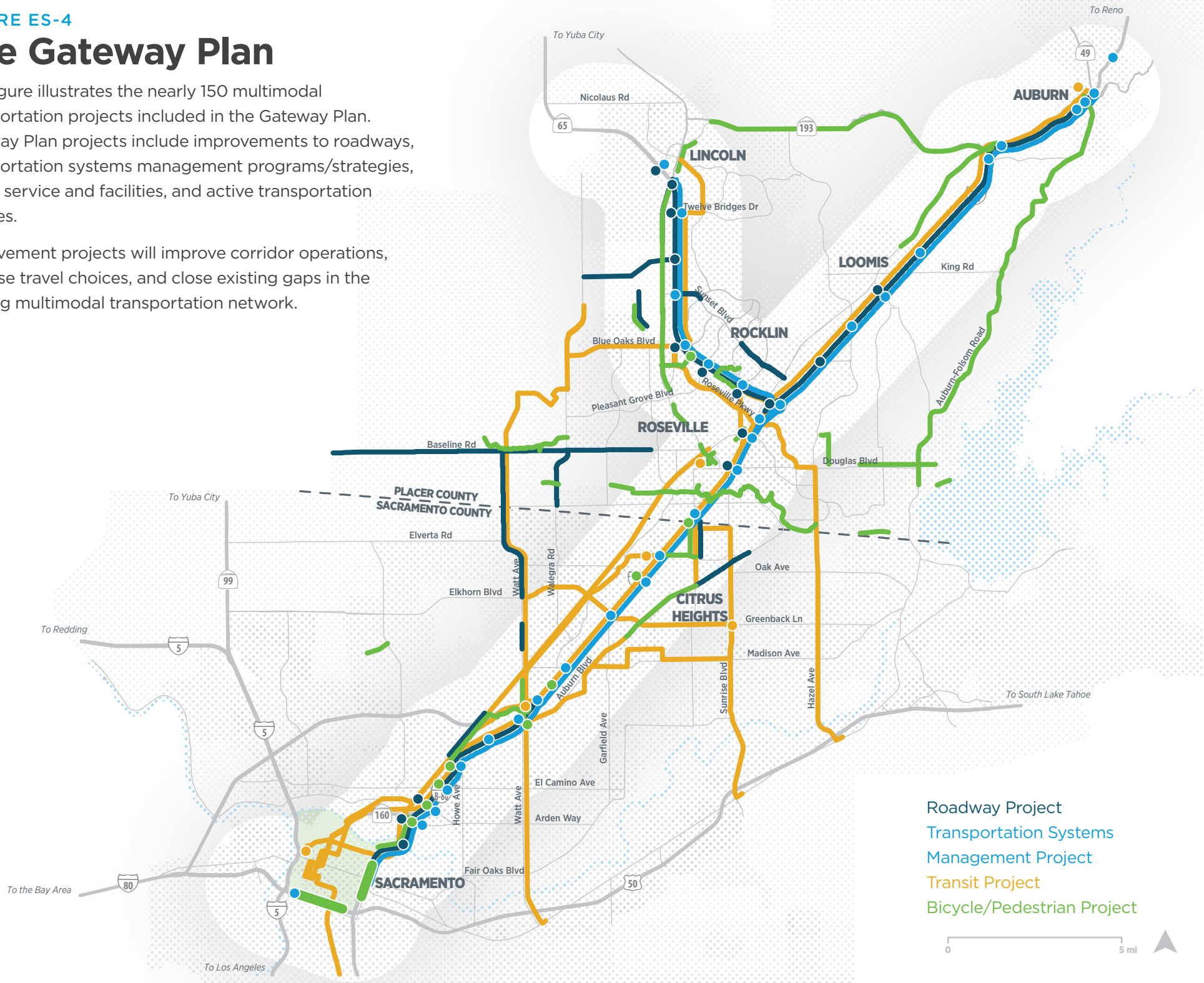


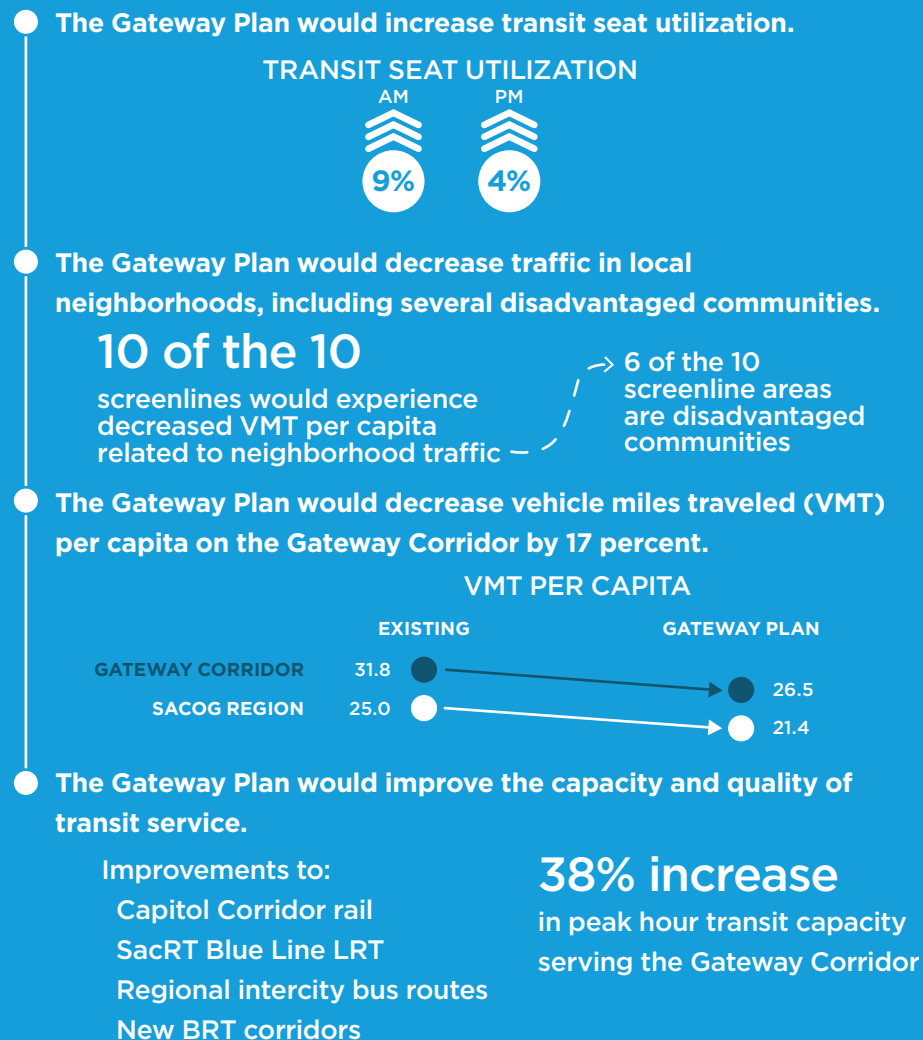
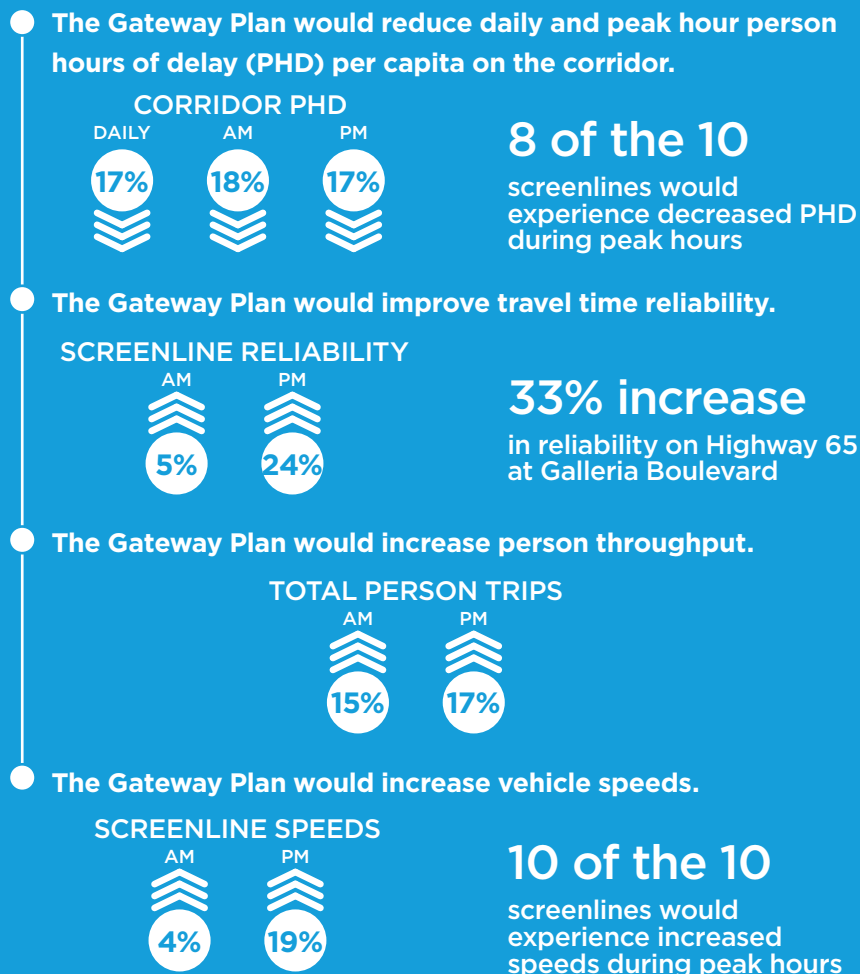


FIGURE ES-5

# Gateway Plan Performance Summary



## Congestion/Delay

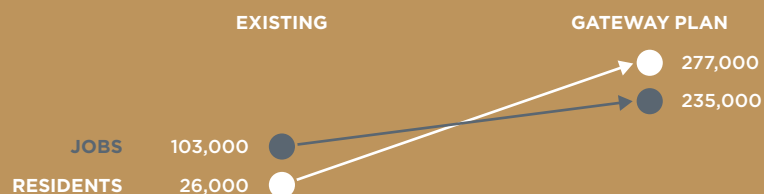




## Accessibility

- The Gateway Plan would increase accessibility to reliable transit service.

### PEOPLE WITHIN 1/2 MILE OF RELIABLE TRANSIT



## Efficient Land Use

- The Gateway Plan would reduce VMT per capita on the Gateway Corridor and throughout the SACOG region.
- The Gateway Plan would increase bus and rail service to Downtown Sacramento, particularly from South Placer County communities.



## Economic Development

- The Gateway Plan would reduce truck travel times between South Placer County and Downtown Sacramento by 5 percent.
- The Gateway Plan would increase travel choices to tourist and recreational destinations by increasing transit options (e.g., Capitol Corridor) and by reducing peak period corridor delay, which allows for more trip-making flexibility.
- The Gateway Plan includes the Capitol Corridor Third Track Project, which will preserve current Union Pacific Railroad freight operations and reliability for the benefit of regional goods movement.
- Similar to the weekday benefits to corridor delays and speeds, the Gateway Plan would improve peak weekend travel times.



## Air Quality

- The Gateway Plan would decrease emissions in the SACOG region, including CO, NO<sub>x</sub>, CH<sub>4</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>, and N<sub>2</sub>O.



## Safety

- The Gateway Plan would further the “Towards Zero Deaths” goal by reducing the risk for collisions by reducing congestion and, in turn, the potential for congestion-related collisions. The Gateway Plan would also reduce the risk for bicycle- and pedestrian-involved collisions by improving active transportation facilities, especially near freeways. Finally, the Gateway Plan would increase passenger rail and bus service, two of the modes with the lowest collision rates.



PLACER-SACRAMENTO GATEWAY PLAN

## **EXHIBIT 1**

### **AMENDMENT TO THE ROSEVILLE TRANSIT SHORT-RANGE TRANSIT PLAN 2018-2025 TO INCLUDE THE SOUTH PLACER COUNTY TRANSIT PROJECT**

#### **Roseville Transit Near-Term Implementation Plan**

\*To be added in Chapter 10 to the end of the Local Fixed Route Services section prior to the Vehicle Replacement section.

#### **Initiate Lincoln-Sacramento Light Rail Express Bus Service**

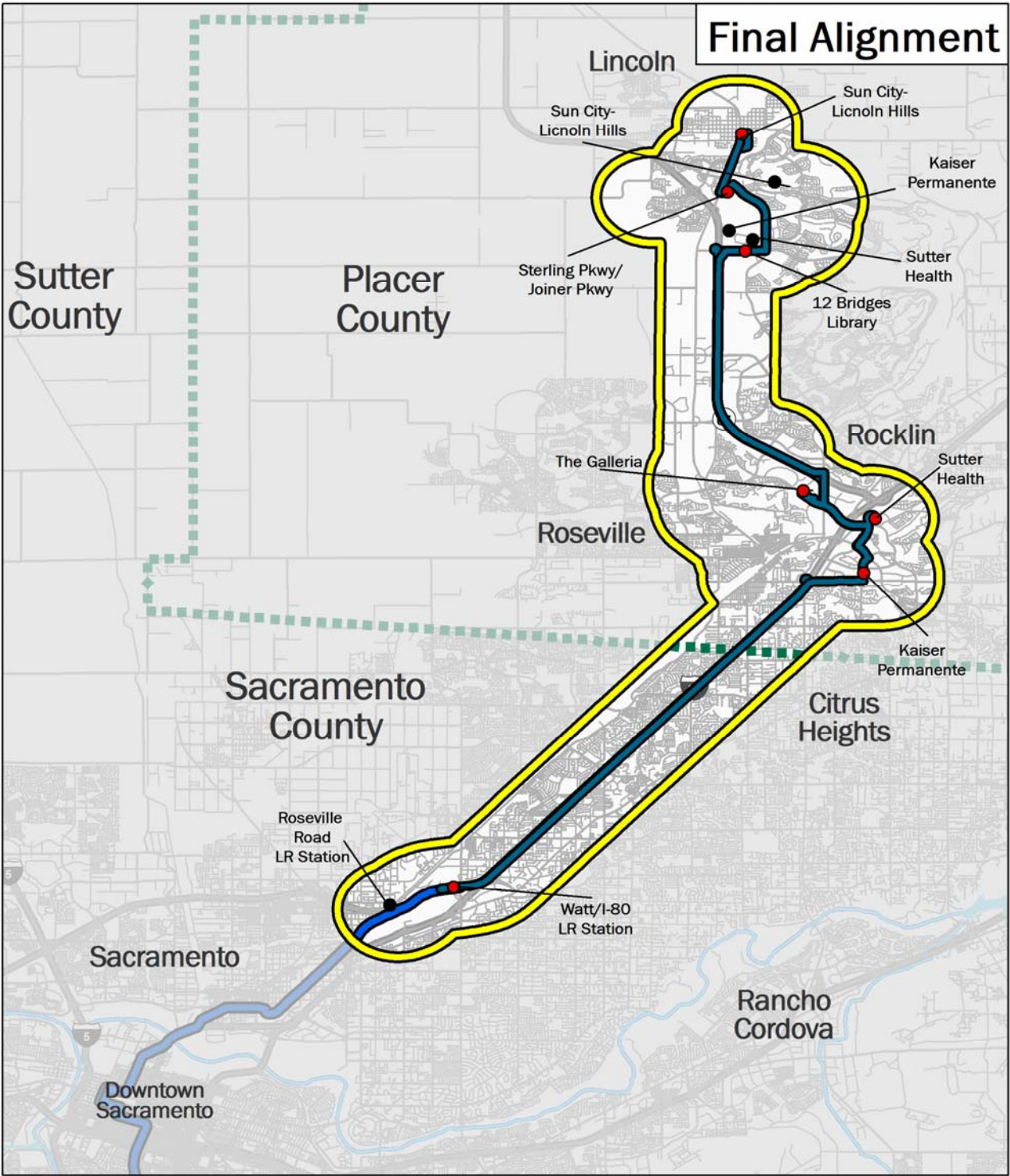
Roseville Transit express bus service should be initiated between downtown Lincoln and Sacramento Regional Transit's Watt/I-80 light rail station. This weekday service will consist of 30-minute frequency from 5:00 a.m. to 9:00 p.m. Service will begin in downtown Lincoln before serving the Lincoln Hills community with stops on Sterling Parkway and at the Twelve Bridges Boulevard park and ride lot. The route will then travel to Roseville via State Route 65 to the Galleria Mall, Sutter Hospital and Kaiser Hospital. After stopping at Kaiser Hospital, the service will then provide non-stop service to the Watt /I-80 light rail station. The bus route is depicted in Figure 1. Ridership is conservatively estimated at approximately 627 passenger-trips per day or approximately 160,000 passenger-trips per year.

The Lincoln-Sacramento Light Rail Express Bus Service will help address mobility and traffic congestion issues resulting from population and employment growth within the State Route 65 corridor between I-80 and the City of Lincoln. The Lincoln-Sacramento Light Rail Express Bus Service will provide existing Placer and Sacramento County residents an additional mobility option through improved access to key commercial/office, education, regional medical facilities and shopping, and connection with light rail service in Sacramento. Access to these destinations is currently limited. With proposed 30-minute frequencies, the service will provide a competitive transit alternative to single occupant autos that will help reduce peak and off-peak corridor vehicle miles traveled and emissions. The service will also help promote active transportation (walking or biking) to/from bus stops.

The service will importantly provide additional seating capacity between Lincoln, Roseville and the Watt/I-80 light rail station, which should help alleviate existing Roseville Transit and Placer County Express commuter service capacity issues. Additional coordination will need to occur prior to service implementation between City of Lincoln, Placer County, Placer County Transportation Planning Agency and the City of Roseville to maximize efficiency of the overall South Placer County transit route network.

The Lincoln-Sacramento Light Rail Express Bus Service will require the acquisition of five new buses (four operating and one spare), which are anticipated to be battery-electric buses, and related charging infrastructure. Operating costs are estimated at about \$1.8 million per year. Farebox revenues are estimated at approximately \$300,000 per year. Operating funds will consist of a mix of federal, State and local funds. Local funds used to support long term operations will require development and agreement of a funding plan involving various potential partners including the cities of Lincoln, Rocklin and Roseville. Capital funding for the purchase of new buses and charging equipment is expected to come from State discretionary funding.

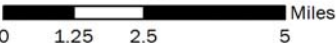
# Map of South Placer County Transit Project





**Placer County  
Transportation  
Planning Agency**  
Prepared by *wsp*

-  Project Area
-  Placer County
-  SacRT Blue Line
-  Final Alignment
-  Stops





## COUNCIL COMMUNICATION

**CC #: 0815**

**File #: 0201 & 0201-01**

**Title:** FY2019-20 Transportation Fund - Budget Adjustment  
**Contact:** Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.24.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$2,795,902 in the Transportation Fund (6520) to modify existing Transportation Capital Improvement Project (CIP) budgets to match anticipated expenditures and associated revenues, and to increase available resources in the Transportation Fund.

### BACKGROUND

Public Works Alternative Transportation Division staff have conducted a thorough review of the Division's CIP's, in coordination with Finance Budget staff, to improve the relationships between Council-approved CIP projects and their related revenue streams. Revenues previously recorded at the fund level are now being recorded at the project level for increased accountability, and a budget adjustment is required to make the change.

### FISCAL IMPACT

The requested budget adjustment, in the amount of \$2,795,902, will allow for accounting of revenues and expenditures in Transportation Fund Capital Improvement Projects. This budget adjustment does not increase the spending authority or scope of any of the affected capital projects. There is no impact to the City's General Fund.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

This budget adjustment meets the above criteria and is not subject to CEQA. No additional

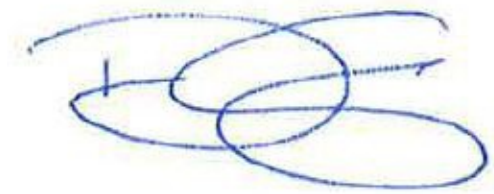


environmental review is required.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Jason Shykowski, Public Works Director

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

---

Dominick Casey, City Manager

**ATTACHMENTS:**

Description

Ordinance No. 6240

Budget Adjustment

ORDINANCE NO. 6240

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to increase available sources of funds and modify existing Transportation Capital Improvement project (CIP) budgets to match anticipated expenditures and to record associated revenues, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,795,902.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## REQUEST FOR BUDGET ADJUSTMENT

## Attachment to Budget Adjustment

## EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                            |
|----------------|---------|--------|---------|-------------|------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                        |
| 6520           | 6587    | 84001  | 400074  | 150         | Increase Capital Outlay expense - Woodcreek Oaks Widening              |
| 6520           | 6587    | 84001  | 400075  | (200,000)   | Decrease Capital Outlay expense - 2017 Arterial Ada Ramps              |
| 6520           | 6587    | 84001  | 400137  | (40,457)    | Decrease SB 325 - Transportation Revenue for 2018 Curb Gutter Sidewalk |
| TOTAL          |         |        |         | (240,307)   |                                                                        |

## REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                          |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                                      |
| 6520           | 4425    | 84001  | 400022  | 325,776     | Increase SB 325 - Transportation Revenue for Dry Crk Greenway Comm Plan and Outr     |
| 6520           | 4401    | 84001  | 400028  | 1,033,844   | Increase Federal Grants Revenue for Oak St Ext Miners Ravine Trail                   |
| 6520           | 4425    | 84001  | 400028  | (390,573)   | Decrease SB 325 - Transportation Revenue for Oak St Ext Miners Ravine Trail          |
| 6520           | 4401    | 84001  | 400034  | (155,857)   | Decrease Federal Grants Revenue for Harding Royer Trail Segment 3                    |
| 6520           | 4425    | 84001  | 400034  | 260,659     | Increase SB 325 - Transportation Revenue for Harding Royer Trail Segment 3           |
| 6520           | 4401    | 84001  | 400038  | (511,306)   | Decrease Federal Grants Revenue for Downtown Replacement Bridge Pr                   |
| 6520           | 4425    | 84001  | 400088  | 355,101     | Increase SB 325 - Transportation Revenue for Maidu Park Trail Repair                 |
| 6520           | 4425    | 84001  | 400090  | 117,204     | Increase SB 325 - Transportation Revenue for Ped Bike Bridge Inspect Rating          |
| 6520           | 4425    | 84001  | 400137  | 709,543     | Increase SB 325 - Transportation Revenue for 2018 Curb Gutter Sidewalk               |
| 6520           | 4425    | 84001  | 400162  | (15,244)    | Decrease SB 325 - Transportation Revenue for 2018 Trail Resurfacing                  |
| 6520           | 4425    | 84001  | 400163  | 121,731     | Increase SB 325 - Transportation Revenue for Mahany Park Trail                       |
| 6520           | 4425    | 84001  | 500007  | 75,000      | Increase SB 325 - Transportation Revenue for Multi Use Trail Wayfinding Signal       |
| 6520           | 4425    | 84001  | 500027  | 120,141     | Increase SB 325 - Transportation Revenue for Junction Park Regional Traffic Signal   |
| 6520           | 4425    | 84001  | 500070  | 509,576     | Increase SB 325 - Transportation Revenue for Washington Blvd All American Roundabout |
| TOTAL          |         |        |         | 2,555,595   |                                                                                      |

|                |             |  |
|----------------|-------------|--|
| NET ADJUSTMENT | (2,795,902) |  |
|----------------|-------------|--|

## AVAILABLE RESOURCES

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                         |
|----------------|---------|--------|---------|-------------|-----------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                     |
| 6520           |         |        |         | 2,795,902   | Increase available resources of Transportation Fund |
| TOTAL          |         |        |         | 2,795,902   |                                                     |



## COUNCIL COMMUNICATION

CC #: 0814

File #: 0201 & 0201-01

**Title:** FY2019-20 Year-End Budget Adjustments

**Contact:** Scott Pettingell 916-746-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)

**Meeting Date:** 6/17/2020

**Item #:** 7.25.

### RECOMMENDATION TO COUNCIL

Adopt an ordinance authorizing the City Manager, in the event of a budget shortfall in the General Fund in fiscal year 2019-20, to transfer up to \$4 million from the General Fund Stabilization Reserve to the General Fund and authorizing administrative and year-end adjustments to the FY2019-20 Budget.

### BACKGROUND

Staff recommends City Council authorize the City Manager to transfer up to \$4 million from the General Fund Stabilization Reserve Fund to the General Fund to address a potential year-end budget deficit due to revenues shortfalls resulting from the COVID-19 pandemic. Despite attempts to control expenditures, the City projects a potential year-end budget deficit between \$2 million and \$9 million. Staff will return to Council for additional authority if the year-end budget deficit is greater than \$4 million.

In addition, staff is recommending the following administrative and year-end budget adjustments to the FY2019-20 Budget:

1) Civic Center Boilers – This budget adjustment is recommended to increase the Civic Center Boiler Replacement (500089) project budget from \$59,000 to \$94,000 due to higher than anticipated costs of the project. The additional \$35,000 will come from available fund balance in the Facilities Rehabilitation Fund.

2) Blue Oaks Boulevard Fee Fund – This budget adjustment is recommended to reduce operating revenues, operating expenditures and project expenditures to align the budget with anticipated FY2019-20 actual activity. This adjustment will result in an increase in available resources in the Blue Oaks Boulevard Fee Fund of approximately \$2.6 million.

3) Electric New Services – Electric's New Services project accounts for the install of electric services to new customers and development. These costs are reimbursed through the Contribution in Aid of Construction (CIAC) revenues, where the developer is charged for the electric services provided. New development has been stronger than anticipated in the FY2019-

20 budget and the New Services project budget is expected to be exceeded. City Council recently approved a budget adjustment to increase expenses and revenues in this project but the initial estimate was understated. Increased CIAC revenues will offset these increased expenses.

4) Citizens Benefit Trust Fund – This budget adjustment is recommended to increase the budget for small business loans, family meal plan and homeless prevention & rapid rehousing grants approved by City Council to help the community during the COVID-19 pandemic, totaling \$1,464,840. There are adequate resources available in the Citizens Benefit Trust Fund for this adjustment.

5) Annexation Payments – This adjustment is recommended to increase the budget for the tax sharing agreements with Placer County by \$420,000 from \$6,680,000 to \$7,100,000. Annexation payments are determined based on the taxes collected from the tax rate areas that have tax sharing agreements in place. Property taxes from tax rate areas were higher than expected which resulted in larger annexation payments to the County. The increase is proposed to be funded by higher than anticipated secured property tax revenues.

6) Police Evidence Fund – A budget adjustment is recommended to increase the expenditure budget in this fund by \$25,000 for higher than anticipated expenditures. There are adequate funds available in the Police Evidence Fund for these expenditures.

7) Advantage Roseville – This budget adjustment is recommended to increase the Advantage Roseville budget by \$27,000 due to higher than anticipated expenditures. This increase is offset by a corresponding increase in revenue.

8) Pleasant Grove Drainage Basin Project (400097) – This budget adjustment corrects project budget carried over from prior years and transfers \$1,427,324 in funding from the Highway Users Tax Fund (2305) to the Pleasant Grove Drainage Basin Fund (3385) to correct for expenditures posted to the incorrect fund.

9) Johnson Ranch Zones A and C – This budget adjustment is recommended to correct transfers between Jonson Ranch zones A and C and Open Space for contract maintenance posted under ordinance No. 6166.

10) Project Carryover – This budget adjustment is recommended to reallocate funding sources and adjust budgets in various projects carried over from FY2018-19 to FY2019-20 to implement the conversion to the City's new financial system. This reallocation is the result of converting projects to a multi-funded project model in the new ERP system, from a single-funded project model that required transfers from other funds.

11) Workers' Compensation Fund – During FY2019-20, the City has incurred a higher than anticipated amount of claims expense in the Workers Compensation Fund. A budget adjustment of \$160,000 is recommended to reflect this increase in spending. There are adequate resources available in the Workers' Compensation Fund for this increase.

12) Sierra Vista Specific Plan Fund – This Budget Adjustment is recommended to increase revenues by \$710,000 and expenditures by \$760,000 to align the budget with anticipated FY2019-20 actual activity. There are adequate resources available in the SVSP Fee Program - Park Land Fund for the \$50,000 difference between expenditures and revenues.

13) Roseville Automall Fund – This budget adjustment is recommended to correct a transfer



posted to the Roseville Automall CFD 1 (3011). Original budget adjustment approved by ordinance No. 6120. This adjustment will result in an increase in available resources in the Roseville Automall CFD 1 (3011) of \$76,328.

14) General Liability Fund – This budget adjustment is recommended to increase the expenditure budget in the General Liability Fund by \$200,000 due to higher than anticipated insurance premium costs. There are adequate resources in the General Liability Fund (4231) to cover this expenditure increase.

15) Environmental Utilities Technical Services – The Environmental Utilities Technical Services Fund was closed at the end of FY2018-19. This transfer of \$1.2 million from the Wastewater and Solid Waste Operations funds to the Water Operations Fund is necessary to reconcile the fund for closure.

16) Community Facilities Districts – This adjustment is recommended to increase expenditure budgets in the Westpark CFD 1 (3012), Fiddymont Ranch CFD 5 (3014), and Villages at Sierra Vista CFD 1 (3015) for development reimbursements. The increases in expenditure budgets include approximately \$23.7 million in Westpark CFD 1, \$12.5 million in Fiddymont Ranch CFD 5, and \$12.4 million in Villages at Sierra Vista CFD 1. In addition, this adjustment will increase revenue budgets associated with bond proceeds in Fiddymont Ranch CFD 5 (3014) by \$17 million and Sierra Vista CFD 1 (3015) by \$12 million. The \$23.7 million increase in Westpark CFD 1 is funded by bond proceeds that were received in a prior year and now reside in fund balance.

## FISCAL IMPACT

The current balance in the General Fund Economic Stabilization Reserve Fund is \$15.9 million. After accounting for the \$2 million transfer to the General Fund included in the proposed FY2020-21 budget, this additional transfer of up to \$4 million could potentially bring the balance in the reserve fund down to approximately \$10 million.

The other recommended adjustments to the FY2019-20 budget included in this report are administrative in nature, align with previous City Council direction, and are offset by additional revenues or available fund balances.

## ENVIRONMENTAL REVIEW

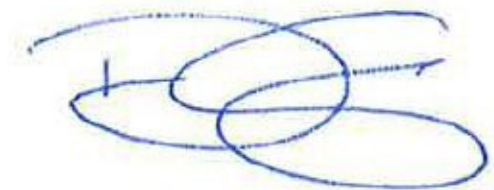
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378.

Adoption of the recommended adjustments to the FY2019-20 budget meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

**ATTACHMENTS:**

Description

Ordinance No. 6239

Budget Adjustment

ORDINANCE NO. 6239

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET  
AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

Year-End Budget Adjustments, as listed on attached list.

SECTION 2. In the event of a budget shortfall in the General Fund in Fiscal Year 2019-20, the City Manager is hereby authorized to transfer up to \$4 million from the General Fund Economic Stabilization Reserve to the General Fund, and to make administrative adjustments to the Fiscal Year 2019-20 budget.

SECTION 3. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 4. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three conspicuous locations in the City and shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



# REQUEST FOR BUDGET ADJUSTMENT

|                         |                                  |                               |           |
|-------------------------|----------------------------------|-------------------------------|-----------|
| REQUESTER NAME & TITLE: | Scott Pettingell, Budget Manager | FISCAL YEAR:                  | 2019-20   |
| PREPARER NAME & TITLE:  | Paula Sabo, Budget Analyst II    | COUNCIL DATE (if applicable): | 6/17/2020 |
| DEPARTMENT/DIVISION:    | Finance/Budget                   | ORDINANCE:                    |           |

## EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                 |
|----------------|---------|--------|---------|-------------|-----------------------------|
| Fund           | Account | Center | Project | Adjustment  |                             |
|                |         |        |         |             | See attached (Pages 1 - 16) |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
| TOTAL          |         |        |         | -           |                             |

## REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                 |
|----------------|---------|--------|---------|-------------|-----------------------------|
| Fund           | Account | Center | Project | Adjustment  |                             |
|                |         |        |         |             | See attached (Pages 1 - 16) |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
| TOTAL          |         |        |         | -           |                             |

|                |   |
|----------------|---|
| NET ADJUSTMENT | - |
|----------------|---|

## FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                 |
|----------------|---------|--------|---------|-------------|-----------------------------|
| Fund           | Account | Center | Project | Adjustment  |                             |
|                |         |        |         |             | See attached (Pages 1 - 16) |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
| TOTAL          |         |        |         | -           |                             |

## Justification for Budget Adjustment:

Staff recommends that the Council approve the attached administrative and year-end adjustments to the FY2019-20 budget. All of the recommended adjustments align with previous City Council direction and are offset by additional revenues or available fund balances.

|                                       |  |                           |  |
|---------------------------------------|--|---------------------------|--|
| REQUIRED APPROVALS:                   |  |                           |  |
| REQUESTING DEPARTMENT HEAD / DESIGNEE |  | BUDGET MANAGER / DESIGNEE |  |
| DATE                                  |  | DATE                      |  |
| CHIEF FINANCIAL OFFICER / DESIGNEE    |  | CITY MANAGER / DESIGNEE   |  |
| DATE                                  |  | DATE                      |  |
| BUDGET DEPARTMENT USE ONLY:           |  |                           |  |
| POSTED BY                             |  | DATE                      |  |

Revised: June 24, 2019

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                             |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                         |
| 4065           | 5411    | 84001  | 500089  | (59,000)    | Reverse original Repairs and Maintenance project budget |
| 4065           | 5433    | 84001  | 500089  | 59,000      | Establish Repairs and Maintenance - Facility budget     |
| 4065           | 5433    | 84001  | 500089  | 35,000      | Increase Repairs and Maintenance - Facility budget      |
| TOTAL          |         |        |         | 35,000      |                                                         |

**REVENUES/TRANSFERS IN**

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

|                |        |
|----------------|--------|
| NET ADJUSTMENT | 35,000 |
|----------------|--------|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                 |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                             |
| 4065           |         |        |         | (35,000)    | Decrease Facilities Rehabilitation Fund available resources |
|                |         |        |         |             |                                                             |
|                |         |        |         |             |                                                             |
|                |         |        |         |             |                                                             |
| TOTAL          |         |        |         | (35,000)    |                                                             |

**Justification for Budget Adjustment:**

This budget adjustment is recommended to increase the Civic Center Boiler Replacement Project (500089) budget from \$59,000 to \$94,000. This project was originally budgeted as \$59,000 in account 5411 - Repairs and Maintenance. However, the final quote came in at \$90,260 and is more appropriately paid out of account 5433-Repairs and Maintenance - Facility. The additional \$35,000 includes \$31,260 for the project and \$3,740 for project management fees, which will be funded by Facilities Rehabilitation Fund (4065) available resources. There is no impact to the General Fund.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                  |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                              |
| 3180           | 6550    | 66070  |         | (2,525,000) | Reduce expenditure budget - payment made in FY2018-19        |
| 3180           | 6587    | 84001  | 400098  | (500,000)   | Reduce project budget to align with anticipated actual costs |
|                |         |        |         |             |                                                              |
| TOTAL          |         |        |         | (3,025,000) |                                                              |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                             |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                         |
| 3180           | 4681    | 10001  |         | (450,773)   | Reduce expenditure budget - revenue budgeted in project |
|                |         |        |         |             |                                                         |
|                |         |        |         |             |                                                         |
| TOTAL          |         |        |         | (450,773)   |                                                         |

|                |  |  |  |             |  |
|----------------|--|--|--|-------------|--|
| NET ADJUSTMENT |  |  |  | (2,574,227) |  |
|----------------|--|--|--|-------------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                          |
|----------------|---------|--------|---------|-------------|------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                      |
| 3180           |         |        |         | 2,574,227   | Increase Blue Oaks Blvd Fee Fund available resources |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
| TOTAL          |         |        |         | 2,574,227   |                                                      |

**Justification for Budget Adjustment:**

This budget adjustment is recommended to reduce operating revenues, operating expenditures and project expenditures to align with anticipated FY2019-20 actual expenditures and increase available resources of the Blue Oaks Blvd Fee Fund.



**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION  |
|----------------|---------|--------|---------|-------------|--------------|
| Fund           | Account | Center | Project | Adjustment  |              |
| 6001           | 6587    | 84701  | 290001  | 1,250,000   | New Services |
|                |         |        |         |             |              |
|                |         |        |         |             |              |
|                |         |        |         |             |              |
| TOTAL          |         |        |         | 1,250,000   |              |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                         |
|----------------|---------|--------|---------|-------------|-------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                     |
| 6001           | 4681    | 10001  |         | 1,250,000   | Contribution in Aid of Construction |
|                |         |        |         |             |                                     |
|                |         |        |         |             |                                     |
|                |         |        |         |             |                                     |
| TOTAL          |         |        |         | 1,250,000   |                                     |

|                |  |  |  |   |  |
|----------------|--|--|--|---|--|
| NET ADJUSTMENT |  |  |  | - |  |
|----------------|--|--|--|---|--|

**AVAILABLE RESOURCES**

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

**Justification for Budget Adjustment:**

Electric's New Services project accounts for the install of electric services to new customers and development. These costs are reimbursed through the Contribution in Aid of Construction (CIAC) revenues, where the developer is charged for the electric services provided. New development has been stronger than anticipated in the FY2019-20 budget and the New Services project budget is expected to be exceeded. City Council recently approved a budget adjustment to increase expenses and revenues in this project but the initial estimate was too low. Increased CIAC revenues will offset these increased expenses.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$)      | DESCRIPTION                                                       |
|----------------|---------|--------|---------|------------------|-------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment       |                                                                   |
| 3901           | 6890    | 10001  |         | 1,049,840        | Establish budget for business loans                               |
| 3901           | 5388    | 54091  |         | 50,000           | Establish budget for sponsorship Family Meal Plan                 |
| 3901           | 5570    | 54091  |         | 365,000          | Establish budget for Homeless prevention & rapid rehousing grants |
| 3901           | 5585    | 54091  |         | (371,976)        | Move budget from 5585 to 5570 to align with actual expenses       |
| 3901           | 5570    | 54091  |         | 371,976          | Move budget from 5585 to 5570 to align with actual expenses       |
| 3901           | 5585    | 54092  |         | (3,124)          | Move budget from 5585 to 5570 to align with actual expenses       |
| 3901           | 5570    | 54092  |         | 3,124            | Move budget from 5585 to 5570 to align with actual expenses       |
| <b>TOTAL</b>   |         |        |         | <b>1,464,840</b> |                                                                   |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION |
|----------------|---------|--------|---------|-------------|-------------|
| Fund           | Account | Center | Project | Adjustment  |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
| <b>TOTAL</b>   |         |        |         | <b>-</b>    |             |

|                       |                  |
|-----------------------|------------------|
| <b>NET ADJUSTMENT</b> | <b>1,464,840</b> |
|-----------------------|------------------|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                              |
|----------------|---------|--------|---------|-------------|----------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                          |
| 3901           |         |        |         | (1,464,840) | Decrease Citizens Benefit Trust Fund available resources |
|                |         |        |         |             |                                                          |
|                |         |        |         |             |                                                          |
|                |         |        |         |             |                                                          |
| TOTAL          |         |        |         | (1,464,840) |                                                          |

**Justification for Budget Adjustment:**

This budget adjustment is recommended to establish the budget for business loans, sponsorship family meal plan and homeless prevention & rapid rehousing grant. In addition, this adjustment will re-align the budget to match actual expenditures.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                              |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                          |
| 1001           | 5585    | 10001  |         | 420,000     | Increase expenditure budget for tax sharing agreement with Placer County |
|                |         |        |         |             |                                                                          |
|                |         |        |         |             |                                                                          |
|                |         |        |         |             |                                                                          |
| TOTAL          |         |        |         | 420,000     |                                                                          |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                               |
|----------------|---------|--------|---------|-------------|-------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                           |
| 1001           | 4001    | 10001  |         | 420,000     | Increase in Secured Property Tax revenues |
|                |         |        |         |             |                                           |
|                |         |        |         |             |                                           |
|                |         |        |         |             |                                           |
| TOTAL          |         |        |         | 420,000     |                                           |

|                |   |
|----------------|---|
| NET ADJUSTMENT | - |
|----------------|---|

**AVAILABLE RESOURCES**

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

**Justification for Budget Adjustment:**

This adjustment is recommended to increase the budget for the tax-sharing agreement with Placer County by \$420,000 from \$6,680,000 to \$7,100,000. Annexation payments are determined based on the taxes brought in from the tax rate areas that have tax sharing agreements in place. Taxes from tax rate areas were higher than expected, which resulted in a larger annexation payment to the County. The increase is proposed to be funded by higher than anticipated secured tax revenues.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                    |
|----------------|---------|--------|---------|-------------|----------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                |
| 2601           | 5568    | 44001  |         | 25,000      | Increase budget in Police Evidence Fund for return of property |
|                |         |        |         |             |                                                                |
|                |         |        |         |             |                                                                |
|                |         |        |         |             |                                                                |
| TOTAL          |         |        |         | 25,000      |                                                                |

**REVENUES/TRANSFERS IN**

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

|                |        |
|----------------|--------|
| NET ADJUSTMENT | 25,000 |
|----------------|--------|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                              |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                          |
| 2601           |         |        |         | (25,000)    | Decrease Police Evidence Fund available resources for return of property |
|                |         |        |         |             |                                                                          |
|                |         |        |         |             |                                                                          |
|                |         |        |         |             |                                                                          |
| TOTAL          |         |        |         | (25,000)    |                                                                          |

**Justification for Budget Adjustment:**

This adjustment is recommended to increase the expenditure budget for the return of property held within the Police Evidence Fund.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                 |
|----------------|---------|--------|---------|-------------|-----------------------------|
| Fund           | Account | Center | Project | Adjustment  |                             |
| 1001           | 5471    | 54002  |         | 27,000      | Increase expenditure budget |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
|                |         |        |         |             |                             |
| TOTAL          |         |        |         | 27,000      |                             |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION             |
|----------------|---------|--------|---------|-------------|-------------------------|
| Fund           | Account | Center | Project | Adjustment  |                         |
| 1001           | 4740    | 54002  |         | 27,000      | Increase revenue budget |
|                |         |        |         |             |                         |
|                |         |        |         |             |                         |
|                |         |        |         |             |                         |
| TOTAL          |         |        |         | 27,000      |                         |

|                |  |  |  |   |  |
|----------------|--|--|--|---|--|
| NET ADJUSTMENT |  |  |  | - |  |
|----------------|--|--|--|---|--|

**AVAILABLE RESOURCES**

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

**Justification for Budget Adjustment:**

This budget adjustment is recommended to increase the Advantage Roseville budget due to higher than anticipated expenditures. The increase of \$27,000 is offset by available Advantage Roseville revenues.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$)      | DESCRIPTION                                                                                   |
|----------------|---------|--------|---------|------------------|-----------------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment       |                                                                                               |
| 3385           | 6587    | 84001  | 400097  | 1,427,324        | Correction project carryover FY2018-19 to FY20019-20                                          |
| 2305           | 6587    | 84001  | 400097  | (1,427,324)      | Correction project carryover FY2018-19 to FY20019-20                                          |
| 2305           | 6810    | 10001  |         | 1,427,324        | Transfer to Pleasant Grove Drainage Basin (3385) expenditures posted incorrectly in FY2018-19 |
| <b>TOTAL</b>   |         |        |         | <b>1,427,324</b> |                                                                                               |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$)      | DESCRIPTION                                                                    |
|----------------|---------|--------|---------|------------------|--------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment       |                                                                                |
| 3385           | 4810    | 10001  |         | 1,427,324        | Transfer from Highway Users Tax (2305) expenditures posted incorrectly in 2019 |
|                |         |        |         |                  |                                                                                |
|                |         |        |         |                  |                                                                                |
| <b>TOTAL</b>   |         |        |         | <b>1,427,324</b> |                                                                                |

|                       |          |
|-----------------------|----------|
| <b>NET ADJUSTMENT</b> | <b>-</b> |
|-----------------------|----------|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION |
|----------------|---------|--------|---------|-------------|-------------|
| Fund           | Account | Center | Project | Adjustment  |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
| <b>TOTAL</b>   |         |        |         | <b>-</b>    |             |

**Justification for Budget Adjustment:**

This budget adjustment corrects the Roller Compacted Concrete project (400097) carried over from FY2018-19 to FY2019-20 and transfers funds from the Highway Users Tax fund (2305) to Pleasant Grove Drainage Basin Fund (3385) due to expenditures posted incorrectly in FY2018-19.



**EXPENDITURES/EXPENSES/TRANSFERS OUT**

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

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                 |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                             |
| 2521           | 4801    | 10001  |         | 500         | Transfer from Johnson Ranch Zone A for contract maintenance |
| 2521           | 4801    | 10001  |         | 300         | Transfer from Johnson Ranch Zone C for contract maintenance |
|                |         |        |         |             |                                                             |
| TOTAL          |         |        |         | 800         |                                                             |

|                |  |  |  |       |  |
|----------------|--|--|--|-------|--|
| NET ADJUSTMENT |  |  |  | (800) |  |
|----------------|--|--|--|-------|--|

**FUND BALANCE**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                  |
|----------------|---------|--------|---------|-------------|------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                              |
| 2521           |         |        |         | 800         | Increase available resources |
|                |         |        |         |             |                              |
|                |         |        |         |             |                              |
|                |         |        |         |             |                              |
| TOTAL          |         |        |         | 800         |                              |

**Justification for Budget Adjustment:**

Budget adjustment needed to correct transfers between Johnson Ranch Zones A and C and Open Space for contract maintenance previously posted incorrectly under ordinance No. 6166.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$)   | DESCRIPTION                                            |
|----------------|---------|--------|---------|---------------|--------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment    |                                                        |
| 3355           | 6587    | 84001  | 400054  | (65,664)      | Project carryover adjustment                           |
| 7201           | 6587    | 84001  | 400054  | 65,664        | Project carryover adjustment                           |
| 2301           | 6587    | 84001  | 400137  | 199,128       | Project carryover adjustment                           |
| 2305           | 6587    | 84001  | 400137  | (158,671)     | Project carryover adjustment                           |
| 6520           | 6587    | 84001  | 400137  | (40,457)      | Project carryover adjustment                           |
| 3151           | 6587    | 84001  | 500032  | (5,207)       | Project carryover adjustment                           |
| 3355           | 6587    | 84001  | 500032  | 5,207         | Project carryover adjustment                           |
| 3110           | 6587    | 84001  | 400091  | 10            | Project carryover adjustment                           |
| 3130           | 6587    | 84001  | 500034  | 5,090         | Project carryover adjustment                           |
| 1201           | 6587    | 84001  | 500034  | (5,090)       | Project carryover adjustment                           |
| 6101           | 6587    | 84001  | 400012  | 33,100        | Project carryover adjustment                           |
| 6120           | 6587    | 84001  | 400012  | (33,100)      | Project carryover adjustment                           |
| 1001           | 6587    | 84001  | 400016  | 30            | Project carryover adjustment                           |
| 6101           | 6587    | 84001  | 400099  | (56,959)      | Project carryover adjustment                           |
| 6120           | 6587    | 84001  | 400099  | 56,959        | Project carryover adjustment                           |
| 3130           | 6587    | 84001  | 400159  | 3,999         | Project carryover adjustment                           |
| 3131           | 6801    | 10001  |         | 47,296        | FY2018-19 remaining transfer amount for project 400159 |
| <b>TOTAL</b>   |         |        |         | <b>51,335</b> |                                                        |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$)   | DESCRIPTION                                            |
|----------------|---------|--------|---------|---------------|--------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment    |                                                        |
| 3130           | 4801    | 10001  |         | 47,296        | FY2018-19 remaining transfer amount for project 400159 |
| <b>TOTAL</b>   |         |        |         | <b>47,296</b> |                                                        |

|                       |              |
|-----------------------|--------------|
| <b>NET ADJUSTMENT</b> | <b>4,039</b> |
|-----------------------|--------------|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                  |
|----------------|---------|--------|---------|-------------|------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                              |
| 3110           |         |        |         | (10)        | Decrease available resources |
| 1001           |         |        |         | (30)        | Decrease available resources |
| 3130           |         |        |         | (3,999)     | Decrease available resources |
|                |         |        |         |             |                              |
| TOTAL          |         |        |         | (4,039)     |                              |

**Justification for Budget Adjustment:**

This budget adjustment is recommended to reallocate funding sources and adjust budgets in various projects carried over from FY2018-19 to FY2019-20 to implement the conversion to the City's new financial system. This reallocation is the result of converting projects to a multi-funded project model in the new ERP system, from a single-funded project model that required transfers from other funds.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                         |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                     |
| 4211           | 5503    | 28010  |         | 160,000     | Increase in claims expenditure budget in Workers' Compensation Fund |
|                |         |        |         |             |                                                                     |
|                |         |        |         |             |                                                                     |
| TOTAL          |         |        |         | 160,000     |                                                                     |

**REVENUES/TRANSFERS IN**

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

|                |         |  |
|----------------|---------|--|
| NET ADJUSTMENT | 160,000 |  |
|----------------|---------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                             |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                         |
| 4211           |         |        |         | (160,000)   | Decrease Workers' Compensation Fund available resources |
|                |         |        |         |             |                                                         |
|                |         |        |         |             |                                                         |
|                |         |        |         |             |                                                         |
| TOTAL          |         |        |         | (160,000)   |                                                         |

**Justification for Budget Adjustment:**

During FY2019-20, the City expended a higher than anticipated amount of claims in the Workers Compensation Fund. A budget adjustment of \$160,000 is recommended to reflect this increase in spending. There are adequate resources available in the Workers' Compensation Fund for this increase.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION            |
|----------------|---------|--------|---------|-------------|------------------------|
| Fund           | Account | Center | Project | Adjustment  |                        |
| 3347           | 6501    | 10001  |         | 510,000     | Capital Outlay - Land  |
| 3347           | 6546    | 10001  |         | 250,000     | Capital Outlay - Parks |
|                |         |        |         |             |                        |
|                |         |        |         |             |                        |
| TOTAL          |         |        |         | 760,000     |                        |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                     |
|----------------|---------|--------|---------|-------------|---------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                 |
| 3347           | 4608    | 10001  |         | 710,000     | Permit Fees - Park Construction |
|                |         |        |         |             |                                 |
|                |         |        |         |             |                                 |
|                |         |        |         |             |                                 |
| TOTAL          |         |        |         | 710,000     |                                 |

|                |  |  |  |        |  |
|----------------|--|--|--|--------|--|
| NET ADJUSTMENT |  |  |  | 50,000 |  |
|----------------|--|--|--|--------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                    |
|----------------|---------|--------|---------|-------------|----------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                |
| 3347           |         |        |         | (50,000)    | Decrease SVSP Fee Program - Park Land Fund available resources |
|                |         |        |         |             |                                                                |
|                |         |        |         |             |                                                                |
|                |         |        |         |             |                                                                |
| TOTAL          |         |        |         | (50,000)    |                                                                |

**Justification for Budget Adjustment:**

This Budget Adjustment is recommended to increase revenues by \$710,000 and expenditures by \$760,000 to align the budget with anticipated FY2019-20 actual expenditures and revenues. There are adequate resources available in the Sierra Vista Specific Plan (SVSP) Fee Program - Park Land Fund fund balance for the \$50,000 difference between expenditures and revenues.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

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

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                 |
|----------------|---------|--------|---------|-------------|---------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                             |
| 3011           | 4801    | 80301  |         | 76,328      | Correction to transfers in - Ordinance 6120 |
|                |         |        |         |             |                                             |
|                |         |        |         |             |                                             |
|                |         |        |         |             |                                             |
| TOTAL          |         |        |         | 76,328      |                                             |

|                |  |  |  |          |  |
|----------------|--|--|--|----------|--|
| NET ADJUSTMENT |  |  |  | (76,328) |  |
|----------------|--|--|--|----------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                           |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                       |
| 3011           |         |        |         | 76,328      | Increase Roseville Automall CFD 1 available resources |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
|                |         |        |         |             |                                                       |
| TOTAL          |         |        |         | 76,328      |                                                       |

**Justification for Budget Adjustment:**

This budget adjustment is recommended to correct a transfer posted to the Roseville Automall CFD 1 (3011). Original budget adjustment approved by ordinance No. 6120. This adjustment will result in an increase in available resources in the Roseville Automall CFD 1 (3011) of \$76,328.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                          |
|----------------|---------|--------|---------|-------------|------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                      |
| 4231           | 5501    | 28010  |         | 200,000     | Increase in premiums budget - General Liability Fund |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
| TOTAL          |         |        |         | 200,000     |                                                      |

**REVENUES/TRANSFERS IN**

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

|                |  |         |  |
|----------------|--|---------|--|
| NET ADJUSTMENT |  | 200,000 |  |
|----------------|--|---------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                         |
|----------------|---------|--------|---------|-------------|-----------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                     |
| 4231           |         |        |         | (200,000)   | Decrease General Liability Fund available resources |
|                |         |        |         |             |                                                     |
|                |         |        |         |             |                                                     |
|                |         |        |         |             |                                                     |
| TOTAL          |         |        |         | (200,000)   |                                                     |

**Justification for Budget Adjustment:**

Increase expenditure budget in General Liability Fund due to higher than anticipated insurance premium costs. There are adequate resources in the General Liability Fund (4231) to fund this expenditure increase.



**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                        |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                    |
| 6201           | 6801    | 10001  |         | 960,339     | Transfer from Wastewater Operations Fund to Water Operations Fund  |
| 6301           | 6801    | 10001  |         | 213,409     | Transfer from Solid Waste Operations Fund to Water Operations Fund |
|                |         |        |         |             |                                                                    |
| TOTAL          |         |        |         | 1,173,748   |                                                                    |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                   |
|----------------|---------|--------|---------|-------------|-------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                               |
| 6101           | 4801    | 10001  |         | 1,173,748   | Transfer from Wastewater and Solid Waste operations to Water Operations Fund. |
|                |         |        |         |             |                                                                               |
|                |         |        |         |             |                                                                               |
| TOTAL          |         |        |         | 1,173,748   |                                                                               |

|                |   |
|----------------|---|
| NET ADJUSTMENT | - |
|----------------|---|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                              |
|----------------|---------|--------|---------|-------------|----------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                          |
| 6201           |         |        |         | (960,339)   | Decrease Wastewater Operations Fund available resources  |
| 6301           |         |        |         | (213,409)   | Decrease Solid Waste Operations Fund available resources |
| 6101           |         |        |         | 1,173,748   | Increase Water Operations Fund available resources       |
|                |         |        |         |             |                                                          |
| TOTAL          |         |        |         | -           |                                                          |

**Justification for Budget Adjustment:**

The Environmental Utilities Technical Services Fund was closed at the end of FY2018-19. This transfer of \$1.2 million from the Wastewater and Solid Waste Operations funds to the Water Operations Fund is necessary to reconcile the fund for closure.

**EXPENDITURES/EXPENSES/TRANSFERS OUT**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                             |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                         |
| 3012           | 6505    | 80301  |         | 23,723,173  | Increase expenditure budget for Developer Reimbursement |
| 3014           | 6505    | 80301  |         | 12,516,943  | Increase expenditure budget for Developer Reimbursement |
| 3015           | 6505    | 80301  |         | 12,448,736  | Increase expenditure budget for Developer Reimbursement |
| TOTAL          |         |        |         | 48,688,852  |                                                         |

**REVENUES/TRANSFERS IN**

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                         |
|----------------|---------|--------|---------|-------------|-----------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                     |
| 3014           | 4780    | 80301  |         | 17,000,000  | Increase in revenue budget related to bond proceeds |
| 3015           | 4710    | 80301  |         | 12,441,926  | Increase in revenue budget related to bond proceeds |
| TOTAL          |         |        |         | 29,441,926  |                                                     |

|                |  |  |  |            |  |
|----------------|--|--|--|------------|--|
| NET ADJUSTMENT |  |  |  | 19,246,926 |  |
|----------------|--|--|--|------------|--|

**AVAILABLE RESOURCES**

| ACCOUNT STRING |         |        |         | BUDGET (\$)  | DESCRIPTION                                                      |
|----------------|---------|--------|---------|--------------|------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment   |                                                                  |
| 3012           |         |        |         | (23,723,173) | Decrease Westbrook CFD 1 Fund available resources                |
| 3014           |         |        |         | 4,483,057    | Increase Fiddymment Ranch CFD 5 Overlay Fund available resources |
| 3015           |         |        |         | (6,810)      | Decrease Villages at Sierra Vista CFD 1 Fund available resources |
|                |         |        |         |              |                                                                  |
| TOTAL          |         |        |         | (19,246,926) |                                                                  |

**Justification for Budget Adjustment:**

The following adjustment are recommended to increase revenue budgets related to bond proceeds and expenditure budgets for developer reimbursements:

Fund 3012: Westbrook CFD No. 1 expenses were for developer reimbursements related to infrastructure improvements in the Sierra Vista Specific Plan Area. Bonds were issued by the Westbrook CFD in July 2018 and April 2019 to fund these expenses.

Fund 3014: Fiddymment Ranch CFD No. 5 expenses were for developer reimbursements related to infrastructure improvement. The Fiddymment Ranch CFD No. 5 Special Tax Bonds, Series 2019 were issued in September 2019 to fund these expenses.

Fund 3015: Villages at Sierra Vista CFD No. 1 expenses were for developer reimbursements related to infrastructure improvements. The Villages at Sierra Vista CFD No. 1 issued Special Tax Bonds, Series 2019 in July 2019 to fund these expenses.



## COUNCIL COMMUNICATION

**CC #: 0835**

**File #: 0900-04-02 & 0201-01**

**Title:** Oak Ridge Drive Bridge Replacement Project - Professional Design Services Agreement Amendment, Budget Adjustment and Award of Contract

**Contact:** Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.26.**

### RECOMMENDATION TO COUNCIL

Staff Recommends Council do the following in support of the construction of the Oak Ridge Drive Bridge Replacement Project:

1. Adopt a resolution to approve the second amendment to professional design services agreement with Mark Thomas & Company, Inc. in the amount of \$71,452 for construction engineering and geotechnical support services and authorize the City Manager to execute it; and
2. Adopt a resolution approving an agreement with MCM Construction, Inc. in the amount of \$4,999,999, authorizing the City Manager to execute the agreement, and authorizing staff to approve change orders in an amount not to exceed 10% of the contract amount; and
3. Adopt an ordinance to authorize a budget adjustment to increase the expense and revenue budgets by \$5,726,249.

### BACKGROUND

The existing bridge on Oak Ridge Drive over Linda creek (just north of Rampart Drive) is functionally obsolete and hydraulically inadequate. This project will remove the existing bridge and construct a longer, standard two-lane bridge with shoulders and sidewalks on both sides of the road. In addition, the project will raise the roadway and bridge profile to correct a relatively steep grade and relocate impacted utilities. Oak Ridge Drive will be closed between Rampart Drive and Vinmar Court for the duration of construction. Residents will have access at all times with detours in place.

In the early stages of planning for this project, the City engaged the public through a series of community meetings in 2013 and 2015. Adjacent property owners have been engaged in the project over the past several months as staff has worked with them on right of way acquisition and construction easements. As the project moves into construction, residents and businesses will be kept informed through a variety of methods including, but not limited to: direct mail, signage, social media and email notifications. More information about the project can be found at

Council awarded an agreement to Mark Thomas to provide engineering services for the design of the bridge replacement in March of 2013 and approved the first amendment to the agreement in May of 2018. Construction assistance services were not included within the scope of work of the original agreement. Staff planned to add this service via a contract amendment when the project moved to the construction phase. The second amendment with Mark Thomas will cover construction engineering and geotechnical support services during the construction of the Oak Ridge Drive Bridge Replacement Project. The current contract amount with Mark Thomas is \$1,017,959 (including the first amendment). The additional \$71,452 brings the total contract amount to \$1,089,411 and the additional funds are included in the total cost of construction requested with this budget adjustment.

City Council approved the plans and specifications and authorized the call for bids at the February 5, 2020 meeting. Staff received three bids which were opened on April 28, 2020. The bid results and engineer's estimate are as follows:

| Bidder               | Total Lump Sum Bid | Total as calculated by Staff |
|----------------------|--------------------|------------------------------|
| MCM Construction     | \$4,999,999.00     | \$4,999,999.00               |
| Viking Construction  | \$5,069,284.50     | \$5,076,644.50               |
| Westcon Construction | \$5,154,305.95     | \$5,171,405.95               |
| Engineer's Estimate  |                    | \$3,982,704.00               |

Mathematical addition errors in the bids from Viking and Westcon were noted by staff and are considered minor bid irregularities. The bid totals as calculated by staff are listed above. Staff recommends award of the project to the lowest responsive bidder, MCM Construction, Inc., in the amount of \$4,999,999.00.

## FISCAL IMPACT

The total cost for the project is:

|                                    |                |
|------------------------------------|----------------|
| Preliminary Engineering (complete) | \$ 775,000     |
| Right of Way (complete)            | 100,000        |
| Utility Relocation by others       | 248,493        |
| Construction                       | 4,999,999      |
| Construction Engineering           | <u>453,331</u> |
| Total                              | \$6,576,823    |

The recommended budget adjustment moves existing expenditure and federal revenue budgets from the Traffic Mitigation Fund (3151), where it was inadvertently budgeted, to the Roadway Fund (3201). Additionally, this adjustment increases the expenditure and revenue budgets for construction and construction engineering, including the engineering and geotechnical support services of the amended Mark Thomas contract.

Grant revenue for the project includes funding previously programmed and awarded, funding programmed and not yet awarded, and funding in the process of being programmed (pre-programmed) and awarded.

The total project funding is:

|                                       |                |
|---------------------------------------|----------------|
| HBP previously programmed and awarded | \$1,075,000    |
| HBP programmed, not yet awarded*      | 4,503,000      |
| HBP pre-programmed, not yet awarded** | <u>998,823</u> |
| Total                                 | \$6,576,823    |

\* Because the Federal Highway Bridge Program (HBP) is a significantly impacted program, Advance Construction (AC) authorization is required. This allows Caltrans to optimize use of their Federal Obligation Authority (OA) by waiting to award programmed funding until an agency has already begun constructing and is actively allocating resources to a project. When this project was originally programmed with the Federal Highway Bridge Program, the anticipated cost of construction was \$4,503,000. Based on current OA, we anticipate being awarded the already programmed \$4,503,000 from Caltrans in June of 2020.

\*\* Because construction costs are now expected to exceed the programmed amount, staff has requested an additional \$998,823 be programmed into the Federal Highway Bridge Program for funding the construction of the Oak Ridge Drive bridge. This request is in progress, so these funds are not yet programmed (pre-programmed). Staff has received verbal approval from Caltrans that the additional amount needed is for eligible (participating) expenses, and are all expected to be programmed. Obligation of those AC funds is expected by November of 2020.

In the unlikely event the City is not awarded the programmed or pre-programmed AC funds, staff will come back to Council with a recommendation for a budget adjustment using other eligible non-General Fund resources.

## CHANGE ORDER AUTHORIZATION

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate project additions or other changes to the project and the contract. Change orders are participating costs that can also be programmed into and paid for by the HBP once positively quantified. Due to the complexity of this project, staff requests authorization to approve change orders in an amount not to exceed 10% of the contract price (\$499,999) in accordance with the terms and conditions of the contract. Staff will come back to Council with a recommendation for a budget adjustment for actual change order expenses and federal HBP revenue increases prior to project completion.

With the exception of the \$50,000 of Roadway Funds budgeted to the project to account for potential non-participating incidental costs of construction, the \$6.5 million project is funded fully by the Federal Highway Bridge Program (HBP), and no General Fund resources will be spent on this project.

## ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Oak Ridge Drive Bridge Replacement Project was accomplished with the preparation of the Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration (Adopted: October 21, 2015) (SCH No. 2015072040). Because the project is consistent with the project evaluated in the Oak Ridge Drive Bridge

Replacement Project Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Associate Engineer

Jason Shykowski, Public Works Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-244

2nd Amendment to PDSA with Mark Thomas

Ordinance No. 6244

Budget Adjustment

Resolution No. 20-245

MCM Agreement

Bid Summary



RESOLUTION NO. 20-244

APPROVING A SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES  
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS &  
COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALFOF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to professional design services agreement for the Oakridge Drive Bridge and Industrial Avenue Bridge Replacement project, by and between the City of Roseville and Mark Thomas & Company, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said second 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

**SECOND AMENDMENT TO  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Project: Oakridge Drive Bridge and Industrial Avenue Bridge Replacement

THIS SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation (“CITY”), and Mark Thomas & Company, Inc. a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated March 6, 2013 and amended May 23, 2018 (“Agreement”) regarding the Oakridge Drive Bridge and Industrial Avenue Bridge Replacement project (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated April 29, 2020, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay seventy-one thousand, four hundred fifty-two dollars (\$71,452), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one million, eighty-nine thousand, four hundred eleven dollars (\$1,089,411).”

3. Section 3 of the Agreement is amended by adding paragraphs to read as follows:

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

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.

Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.”

4. Section 11 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and

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

5. Section 21 is hereby replaced to read as follows:

“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

Jason Shykowski  
Public Works Director  
311 Vernon Street  
Roseville, CA 95678

CONSULTANT

Zach Siviglia  
Project Manager  
701 University Ave., Ste. 200  
Sacramento, CA 95825

Either party may amend its address for notice by giving notice to the other party in writing.”

6. 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 Second 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 Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

MARK THOMAS & COMPANY, a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Vice President

ATTEST:

and  
BY:  \_\_\_\_\_

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

its: Secretary

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
JASON SHYKOWSKI  
Public Works Director

EXHIBIT “A”





April 29, 2020

Mr. Rjahja Canlas  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

SA-13107

**RE: OAKRIDGE DRIVE BRIDGE REPLACEMENT PROJECT -  
CONTRACT AMENDMENT #2**

Dear Rjahja:

As we have discussed, we have prepared the attached scope of work and cost detail for design support services during construction for the Oak Ridge Drive Bridge Replacement. The budget amount will be set up on a time and materials basis, and time will only be charged to respond to Items during construction.

Please review and feel free to give me a call with any questions.

Sincerely,

**MARK THOMAS**

Zach Siviglia

Attachments





## **OAKRIDGE DRIVE BRIDGE REPLACEMENT**

### **Scope of Services**

#### **Task 1.0 Construction Support**

Dewberry (previously Drake Haglan) will review and respond to request for information, review, comment and approve contractor submitted shop drawings and prepare contract change orders if necessary. Dewberry will also prepare record drawings from the Resident Engineer's markups.

A brief summary of the work to be performed includes the following:

- Review contractor generated RFI's (up to 20)
- Review up to three concrete mix designs. Fee assumes 1 resubmittal for each mix design
- Review precast/prestressed girder shop drawings. Fee assumes 1 resubmittal
- Review up to two shoring submittals. Fee assumes 1 resubmittal for each submittal
- Review water materials submittal for conformance with project specifications. Fee assumes 1 resubmittal
- Review wastewater materials submittal for conformance with project specifications. Fee assumes 1 resubmittal
- Will review metal decking submittal
- Will assist RE in reviewing temporary support
- Will review utility support submittal
- Prepare as-built drawings for the bridge and retaining walls from Resident Engineer's markups.

#### **Assumptions:**

- Construction will be completed by December 31, 2020
- RE will review pile placement plan
- RE will review all rebar shop drawings



- RE will review metal decking placement drawings
- RE will review the deck placement plan and camber
- RE will set deck grades
- Additional analysis for anomalies in the CIDH piles will not be required.

Construction support services by Crawford & Associates, Inc. (CAInc) will consist of responding to contractor Request for Information (RFI) submittals, two (8 hour) days for a field representative to be on-site to observe pile drilling activities and consultation with the design team. Field observation will be supplemented by principal level engineering consultation and supervision of the field representative. Crawford will also review pile integrity test results (e.g., cross-hole sonic logging / gamma-gamma logging) completed by others to evaluate the affect anomalies (if present) may have on the geotechnical capacity of the CIDH piles, and provide geotechnical input for mitigation if needed.

Materials testing and construction observation other than that described above is understood to be performed by others and is strictly excluded from this scope of services.

A minimum of 48 hour notice before start of pile construction is required for scheduling purposes. If construction observation services are found to require additional time/effort beyond the above estimated scope, they would be performed only upon a mutually-agreed change in scope and fee.



# COST PROPOSAL FOR PROJECT SCOPE: Roseville-Oakridge & Industrial Br (AM #2)

| <div></div> <div>MARK<br/>THOMAS</div> |  |                    |                                    |                                     |                | Subconsultants   |          | TOTAL COST |                          |
|-------------------------------------------------------------------------------------------------------------------------|--|--------------------|------------------------------------|-------------------------------------|----------------|------------------|----------|------------|--------------------------|
|                                                                                                                         |  |                    |                                    |                                     |                |                  |          |            |                          |
|                                                                                                                         |  | Principal<br>\$371 | Sr. Project<br>Accountant<br>\$127 | Sr. Project<br>Coordinator<br>\$115 | Total<br>Hours | Total MT<br>Cost | Dewberry |            | Crawford &<br>Associates |
|                                                                                                                         |  |                    |                                    |                                     |                |                  |          |            |                          |
| 1.0 CONSTRUCTION SUPPORT                                                                                                |  |                    |                                    |                                     |                |                  |          |            |                          |
| 1.1 Construction Support                                                                                                |  | 22                 | 6                                  | 10                                  | 38             | \$10,074         | 56,710   | 4,576      | \$71,360                 |
| Subtotal Phase 1                                                                                                        |  | 22                 | 6                                  | 10                                  | 38             | \$10,074         | \$56,710 | \$4,576    | \$71,360                 |
|                                                                                                                         |  |                    |                                    |                                     |                |                  |          |            |                          |
| TOTAL HOURS                                                                                                             |  | 22                 | 6                                  | 10                                  | 38             |                  |          |            |                          |
| OTHER DIRECT COSTS                                                                                                      |  |                    |                                    |                                     |                | \$0              | \$58     | \$35       | \$92                     |
| TOTAL COST                                                                                                              |  | \$8,162            | \$762                              | \$1,150                             |                | \$10,074         | \$56,768 | \$4,611    | \$71,452                 |

ORDINANCE NO. 6244

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Oak Ridge Drive Bridge Replacement project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,973,147.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



# REQUEST FOR BUDGET ADJUSTMENT

|                         |                                    |                               |           |
|-------------------------|------------------------------------|-------------------------------|-----------|
| REQUESTER NAME & TITLE: | Stefanie Kemen, Principal Engineer | FISCAL YEAR:                  | 2019-20   |
| PREPARER NAME & TITLE:  | Stefanie Kemen, Principal Engineer | COUNCIL DATE (if applicable): | 6/17/2020 |
| DEPARTMENT/DIVISION:    | Public Works - Engineering         | ORDINANCE:                    |           |

## EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                        |
|----------------|---------|--------|---------|-------------|----------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                    |
| 3151           | 6587    | 84001  | 400031  | (2,999,430) | Move project #400031 budget from Fund 3151 to 3201 |
| 3201           | 6587    | 84001  | 400031  | 2,999,430   | Move project #400031 budget from Fund 3151 to 3201 |
| 3201           | 6587    | 84001  | 400031  | 2,726,819   | Increase project expense budget for construction   |
| 3201           | 6587    | 84001  | 400031  | 50,000      | Increase project expense budget for incidentals    |
| TOTAL          |         |        |         | 2,776,819   |                                                    |

## REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                           |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                                       |
| 3151           | 4401    | 84001  | 400031  | (2,753,102) | Move project #400031 budget from Fund 3151 to 3201                                    |
| 3201           | 4401    | 84001  | 400031  | 224,426     | Federal Revenues Remaining from 1,075,000 less already received revenues of \$850,574 |
| 3201           | 4401    | 84001  | 400031  | 4,503,000   | Federal Revenues Programmed                                                           |
| 3201           | 4401    | 84001  | 400031  | 998,823     | Federal Revenues Eligible to be Programmed                                            |
| TOTAL          |         |        |         | 2,973,147   |                                                                                       |

|                |           |
|----------------|-----------|
| NET ADJUSTMENT | (196,328) |
|----------------|-----------|

## FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                     |
|----------------|---------|--------|---------|-------------|-------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                 |
| 3151           |         |        |         | 246,328     | Increase Traffic Mitigation Available Resources |
| 3201           |         |        |         | (50,000)    | Decrease Roadway Fund Available Resources       |
|                |         |        |         |             |                                                 |
|                |         |        |         |             |                                                 |
| TOTAL          |         |        |         | 196,328     |                                                 |

## Justification for Budget Adjustment:

This budget adjustment moves current expense and federal revenue budgets from fund 3151 where it was inadvertently budgeted, to 3201. Additionally, this adjustment increases the expense and revenue budgets for construction by \$5,726,249. Revenue funds include those previously programmed and awarded (\$1,075,000 less already received revenues of \$850,574), those programmed and not yet awarded (\$4,503,000, award anticipated June 2020), and those in the process of being programmed and awarded (\$998,823, award anticipated October 2020). Finally, this adjustment allocates \$50,000 of 3201 funds to the project for potential non-participating incidentals.

## REQUIRED APPROVALS:

|                                       |      |                           |      |
|---------------------------------------|------|---------------------------|------|
| REQUESTING DEPARTMENT HEAD / DESIGNEE | DATE | BUDGET MANAGER / DESIGNEE | DATE |
|---------------------------------------|------|---------------------------|------|

|                                    |      |                         |      |
|------------------------------------|------|-------------------------|------|
| CHIEF FINANCIAL OFFICER / DESIGNEE | DATE | CITY MANAGER / DESIGNEE | DATE |
|------------------------------------|------|-------------------------|------|

## BUDGET DEPARTMENT USE ONLY:

|           |      |
|-----------|------|
| POSTED BY | DATE |
|-----------|------|

Revised: June 24, 2019

RESOLUTION NO. 20-245

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND  
MCM CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Oak Ridge Drive Bridge Replacement Project, by and  
between the City of Roseville and MCM 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 the City Manager is authorized to execute it on behalf of  
the City of Roseville.

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 2020, 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 MCM Construction, Inc. \_\_\_\_\_, a California 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 5th day of February \_\_\_\_\_, 2020 \_\_\_\_\_, approved plans and specifications for the Oak Ridge Drive Bridge Replacement 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 April \_\_\_\_\_, 2020 \_\_\_\_\_; 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 Oak Ridge Drive Bridge Replacement Project

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in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR four million nine hundred ninety nine thousand nine hundred ninety nine and 00/100 dollars (\$ 4,999,999.00 ) 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 \$ 4,800 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 180 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

City of Roseville - Public Works  
Attn: Jason Shykowski  
311 Vernon Street, Roseville, CA 95678  
(916) 746-1339

CONTRACTOR

MCM Construction, Inc.  
Attn: Richard McCall  
6413 32nd Street, North Highlands, CA 95660  
(916) 334-5384



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

MCM Construction, Inc., a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski  
Digitally signed by Jason Shykowski  
Date: 2020.05.28 09:29:59 -07'00'

Print Name: Jason Shykowski

Title: Public Works Director

BY: \_\_\_\_\_  
its: VICE PRESIDENT

and

BY: \_\_\_\_\_  
its: TREASURER & SECRETARY

EXHIBIT “A”

FHWA-1273 Form



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FOR DOUBLE SIDED PRINTING)

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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 Governmentwide 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."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an 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.

**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.

### 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.

## **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.

#### **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.

**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.

## **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 of 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.

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## **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.

## **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 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 information of participant is not required to exceed that which is 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 \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “B”

Federal Minimum Wage Rates



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FOR DOUBLE SIDED PRINTING)

"General Decision Number: CA20200007 04/17/2020

Superseded General Decision Number: CA20190007

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/24/2020       |
| 2                   | 01/31/2020       |
| 3                   | 03/06/2020       |
| 4                   | 03/13/2020       |
| 5                   | 04/17/2020       |

ASBE0016-001 01/01/2020

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<br>(Includes the application of<br>all insulating materials,<br>Protective Coverings,<br>Coatings, and Finishes to all<br>types of mechanical systems) |          |         |
| Area 1.....                                                                                                                                                                       | \$ 71.16 | 23.39   |
| Area 2.....                                                                                                                                                                       | \$ 54.26 | 23.39   |

-----  
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<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not) |          |         |
| AREA 1.....                                                                                                                                                                                                                                                              | \$ 30.81 | 22.71   |
| 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 08/01/2019

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 35.41 | 16.45   |

-----  
BRCA0003-004 05/01/2019

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..... | \$ 43.24 | 21.63   |

AREA 2.....\$ 45.92 26.70

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) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

-----  
BRCA0003-008 07/01/2019

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 37.58 | 17.33   |
| TERRAZZO WORKER/SETTER..... | \$ 48.53 | 26.84   |

-----

BRCA0003-010 04/01/2019

|               | Rates    | Fringes |
|---------------|----------|---------|
| TILE FINISHER |          |         |
| Area 1.....   | \$ 27.31 | 14.75   |
| Area 2.....   | \$ 27.10 | 16.50   |
| Area 3.....   | \$ 29.94 | 16.38   |
| Area 4.....   | \$ 28.06 | 15.82   |
| Tile Layer    |          |         |
| Area 1.....   | \$ 45.51 | 17.64   |
| Area 2.....   | \$ 45.15 | 19.06   |
| Area 3.....   | \$ 49.90 | 19.16   |
| Area 4.....   | \$ 46.77 | 19.08   |

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba  
AREA 2: Alpine, Amador  
AREA 3: Marin, Napa, Solano, Siskiyou  
AREA 4: Sonoma

-----  
BRCA0003-014 08/01/2019

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 49.42 | 27.86   |

-----

CARP0034-001 07/01/2019

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| Diver                              |          |         |
| Assistant Tender, ROV              |          |         |
| Tender/Technician.....             | \$ 49.75 | 33.40   |
| Diver standby.....                 | \$ 55.73 | 33.40   |
| Diver Tender.....                  | \$ 54.73 | 33.40   |
| Diver wet.....                     | \$ 99.27 | 33.40   |
| Manifold Operator (mixed gas)..... | \$ 59.73 | 33.40   |
| Manifold Operator (Standby).....   | \$ 54.73 | 33.40   |

DEPTH PAY (Surface Diving):

|                |                 |
|----------------|-----------------|
| 050 to 100 ft  | \$2.00 per foot |
| 101 to 150 ft  | \$3.00 per foot |
| 151 to 220 ft  | \$4.00 per foot |
| 221 ft.-deeper | \$5.00 per foot |

**SATURATION DIVING:**

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

**DIVING IN ENCLOSURES:**

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

**WORK IN COMBINATION OF CLASSIFICATIONS:**

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2019

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 50.75 | 33.40   |

-----  
CARP0035-001 08/01/2019

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.....                 | \$ 50.50 | 30.64   |
| Area 3.....                 | \$ 45.12 | 30.64   |
| Area 4.....                 | \$ 43.77 | 30.64   |
| Drywall Stocker/Scraper     |          |         |
| Area 1.....                 | \$ 25.25 | 17.86   |
| Area 3.....                 | \$ 22.56 | 17.86   |
| Area 4.....                 | \$ 21.89 | 17.86   |

-----  
CARP0035-009 07/01/2019

Marin County

| Rates | Fringes |
|-------|---------|
|-------|---------|

# CARPENTER

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 50.65 | 30.20 |
| Journeyman Carpenter.....                                                                                             | \$ 50.50 | 30.20 |
| Millwright.....                                                                                                       | \$ 50.60 | 31.79 |

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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 07/01/2019

El Dorado (West), Placer (West), Sacramento and Yolo Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 44.77 | 30.20   |
| Journeyman Carpenter.....                                                                                             | \$ 44.62 | 30.20   |
| Millwright.....                                                                                                       | \$ 47.12 | 31.79   |

Footnote: Placer County (West) includes territory West of and  
including Highway 49 and El Dorado County (West) includes  
territory West of and including Highway 49 and territory  
inside the city limits of Placerville.

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CARP0046-002 07/01/2019

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 43.42 | 30.20   |
| Journeyman Carpenter.....                                                                                             | \$ 42.27 | 30.20   |
| Millwright.....                                                                                                       | \$ 45.77 | 31.79   |
| -----                                                                                                                 |          |         |
| CARP0152-003 07/01/2019                                                                                               |          |         |

Amador County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 43.42 | 30.20   |
| Journeyman Carpenter.....                                                                                             | \$ 43.27 | 30.20   |
| Millwright.....                                                                                                       | \$ 45.77 | 31.79   |
| -----                                                                                                                 |          |         |
| CARP0180-001 07/01/2019                                                                                               |          |         |

Solano County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 50.65 | 30.20   |
| Journeyman Carpenter.....                                                                                             | \$ 50.50 | 30.20   |
| Millwright.....                                                                                                       | \$ 50.60 | 31.79   |
| -----                                                                                                                 |          |         |
| CARP0751-001 07/01/2019                                                                                               |          |         |

Napa and Sonoma Counties

|                                                                                                         | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                              |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw |          |         |



|                           |          |       |
|---------------------------|----------|-------|
| Filer.....                | \$ 50.65 | 30.20 |
| Journeyman Carpenter..... | \$ 50.50 | 30.20 |
| Millwright.....           | \$ 50.60 | 31.79 |

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 CARP1599-001 07/01/2019

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
 and Trinity Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 50.50 | 30.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 43.42 | 30.20   |
| Journeyman Carpenter.....                                                                                             | \$ 43.27 | 30.20   |
| Millwright.....                                                                                                       | \$ 45.77 | 31.79   |

-----  
 ELEC0180-001 06/01/2019

NAPA AND SOLANO COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 56.26 | 24.16   |
| ELECTRICIAN.....   | \$ 50.01 | 23.98   |

-----  
 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/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS      Perimeter security systems  
Vibration sensor systems      Card access systems      Access control systems      Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS      SCADA (Supervisory Control and Data Acquisition)      PCM (Pulse Code Modulation)  
Inventory Control Systems      Digital Data Systems  
Broadband and Baseband and Carriers      Point of Sale Systems      VSAT Data Systems      Data Communication Systems      RF and Remote Control Systems      Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in

conduit.

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ELEC0340-003 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.

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ELEC0401-005 07/01/2019

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 | 19.39   |

-----  
ELEC0551-004 06/01/2019

MARIN AND SONOMA COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 51.40 | 22.83   |

-----  
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.

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ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.59 | 17.39   |

-----  
ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| Line Construction                                          |          |         |
| (1) Cable Splicer.....                                     | \$ 59.09 | 20.22   |
| (2) Lineman, Pole Sprayer,<br>Heavy Line Equipment Man.... | \$ 52.76 | 19.96   |
| (3) Tree Trimmer.....                                      | \$ 31.10 | 11.32   |
| (4) Line Equipment Man.....                                | \$ 52.76 | 19.96   |
| (5) Powdermen,<br>Jackhammermen.....                       | \$ 33.80 | 13.35   |
| (6) Groundman.....                                         | \$ 33.24 | 14.79   |

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ELEC1245-004 01/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

|                                                                                                                                                                                                                | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LINE CONSTRUCTION                                                                                                                                                                                              |          |         |
| (1) Lineman; Cable splicer..                                                                                                                                                                                   | \$ 58.09 | 19.74   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 46.40 | 18.55   |
| (3) Groundman.....                                                                                                                                                                                             | \$ 35.47 | 18.17   |
| (4) Powderman.....                                                                                                                                                                                             | \$ 51.87 | 18.79   |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2020

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 69.78 | 34.765+a+b |

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.  
 b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 07/01/2017

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| Dredging: (DREDGING:<br>CLAMSHELL & DIPPER DREDGING;<br>HYDRAULIC SUCTION DREDGING:)                |          |         |
| AREA 1:                                                                                             |          |         |
| (1) Leverman.....                                                                                   | \$ 44.77 | 31.25   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....                                                      | \$ 39.81 | 31.25   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator..... | \$ 38.69 | 31.25   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..                                              | \$ 35.39 | 31.25   |
| AREA 2:                                                                                             |          |         |
| (1) Leverman.....                                                                                   | \$ 46.77 | 31.25   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....                                                      | \$ 41.81 | 31.25   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator..... | \$ 40.69 | 31.25   |
| (4) Bargeman; Deckhand;<br>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

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""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<br>(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<br>(Cranes and Attachments -<br>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<br>(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 construction 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; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab

machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge 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;

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#### PILEDRIERS

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

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#### 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

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: 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

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ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

|                                                    | Rates    | Fringes |
|----------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(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

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IRON0377-002 07/01/2019

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 33.58 | 24.66   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 40.00 | 33.30   |

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 - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-001 01/01/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,  
LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,  
SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA,  
TRINITY, YOLO, AND YUBA COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 24.00 | 11.30   |
| LABORER (Lead Removal)        |          |         |
| Marin County.....             | \$ 31.81 | 24.61   |
| Remaining Counties.....       | \$ 30.81 | 24.61   |

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LAB00067-005 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, SANCREMENTO, 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<br>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.

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LAB00185-002 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   |
| -----                   |          |         |
| LAB00185-005 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 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

|                                                                                                                                                                                  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| -----                                                                                                                                                                            |  |  |
| LAB00185-006 06/25/2018                                                                                                                                                          |  |  |
| ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,<br>NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,<br>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<br>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.

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#### 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

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LAB00185-008 07/01/2018

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 32.02 | 23.00   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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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.

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LAB00261-004 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; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 32.45 | 22.20   |

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LAB00261-010 06/25/2018

MARIN COUNTY



|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>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,<br>HORTICULTURAL & LANDSCAPE<br>LABORERS - AREA A:) |          |         |
| (1) New Construction.....                                               | \$ 30.54 | 23.20   |
| (2) Establishment Warranty<br>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.

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#### 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)

LAB00261-015 07/01/2018

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 32.02 | 23.00   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

LAB00324-004 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. |          |         |

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LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 37.82 | 24.11   |
| GROUP 2.....               | \$ 37.59 | 24.11   |
| GROUP 3.....               | \$ 37.34 | 24.11   |
| GROUP 4.....               | \$ 36.89 | 24.11   |
| GROUP 5.....               | \$ 36.35 | 24.11   |
| Shotcrete Specialist.....  | \$ 38.34 | 24.11   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.45 | 22.20   |
| -----                   |          |         |
| LAB00324-013 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 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)



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LAB00324-019 07/01/2018

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 32.02 | 23.00   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

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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

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PAIN0016-005 01/01/2020

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..... | \$ 47.38 | 25.99   |

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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.

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PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 48.60 | 27.43   |

-----  
PAIN0169-004 07/01/2019

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..... | \$ 50.62 | 29.10   |

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\* 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.

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PAIN0567-007 07/01/2019

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..... | \$ 30.30 | 14.44   |

PAIN0567-010 07/01/2019

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.....                                                       | \$ 33.41 | 13.63   |
| (2) Steeplejack - Taper,<br>over 40 ft with open space<br>below..... | \$ 34.91 | 13.63   |

-----  
PAIN0767-004 07/01/2019

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..... | \$ 39.06 | 29.31   |

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 07/01/2019

HIGHWAY IMPROVEMENT

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: |          |         |
| GROUP 1.....                          | \$ 37.68 | 15.38   |
| GROUP 2.....                          | \$ 32.03 | 15.38   |
| GROUP 3.....                          | \$ 32.40 | 15.38   |

#### 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

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PAIN1237-001 01/01/2020

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.....   | \$ 39.61 | 22.59   |
| -----                   |          |         |
| PLAS0300-003 07/01/2018 |          |         |

|                                                                                                                                                                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| PLASTERER                                                                                                                                                                                                               |          |         |
| AREA 295: Alpine, Amador,<br>Butte, Colusa, El Dorado,<br>Glenn, Lassen, Modoc,<br>Nevada, Placer, Plumas,<br>Sacramento, Shasta,<br>Sierra, Siskiyou, Solano,<br>Sutter, Tehama, Trinity,<br>Yolo & Yuba Counties..... | \$ 32.70 | 31.68   |
| AREA 355: Marin.....                                                                                                                                                                                                    | \$ 36.73 | 31.68   |
| AREA 355: Napa & Sonoma<br>Counties.....                                                                                                                                                                                | \$ 32.70 | 31.68   |
| -----                                                                                                                                                                                                                   |          |         |
| PLAS0300-005 07/01/2017                                                                                                                                                                                                 |          |         |

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 33.49 | 23.67   |
| -----                             |          |         |
| PLUM0038-002 07/01/2019           |          |         |

MARIN AND SONOMA COUNTIES

|                                                                                                                                                                                                                                                                                                                                                  | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| PLUMBER (Plumber,<br>Steamfitter, Refrigeration<br>Fitter)                                                                                                                                                                                                                                                                                       |          |         |
| (1) Work on wooden frame<br>structures 5 stories or<br>less excluding high-rise<br>buildings and commercial<br>work such as hospitals,<br>prisons, hotels, schools,<br>casinos, wastewater<br>treatment plants, and<br>research facilities as well<br>as refrigeration<br>pipefitting, service and<br>repair work - MARKET<br>RECOVERY RATE..... | \$ 74.16 | 43.59   |
| (2) All other work - NEW<br>CONSTRUCTION RATE.....                                                                                                                                                                                                                                                                                               | \$ 74.16 | 43.59   |
| -----                                                                                                                                                                                                                                                                                                                                            |          |         |
| PLUM0038-006 07/01/2019                                                                                                                                                                                                                                                                                                                          |          |         |

MARIN & SONOMA COUNTIES

|                             | Rates | Fringes |
|-----------------------------|-------|---------|
| Landscape/Irrigation Fitter |       |         |

(Underground/Utility Fitter).....\$ 63.04 31.48

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PLUM0228-001 01/01/2020

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 41.25 | 33.14   |

-----  
PLUM0343-001 07/01/2019

NAPA AND SOLANO COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| PLUMBER/PIPEFITTER    |          |         |
| Light Commercial..... | \$ 30.85 | 20.40   |
| All Other Work.....   | \$ 52.50 | 37.37   |

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.

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PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 45.84 | 13.81   |

-----  
PLUM0355-001 07/01/2019

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.....     | \$ 29.00 | 15.80   |

PLUM0442-003 01/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 44.50 | 31.39   |

-----  
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 08/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| Roofer..... | \$ 40.10 | 18.88   |

-----  
ROOF0081-007 08/01/2019

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..... | \$ 38.28 | 18.56   |

-----  
SFCA0483-003 07/29/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|                                         | Rates    | Fringes |
|-----------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 65.52 | 32.67   |

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\* SFCA0669-003 04/01/2020

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..... | \$ 40.87 | 25.77   |

-----  
SHEE0104-006 07/01/2019

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                        |          |       |
|------------------------|----------|-------|
| Sheet Metal Worker     |          |       |
| Mechanical Contracts   |          |       |
| \$200,000 or less..... | \$ 53.67 | 44.62 |
| All other work.....    | \$ 61.36 | 46.11 |

-----  
SHEE0104-009 07/01/2019

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

|                         |          |         |
|-------------------------|----------|---------|
|                         | Rates    | Fringes |
| SHEET METAL WORKER..... | \$ 44.00 | 39.63   |

-----  
SHEE0104-010 07/01/2019

ALPINE COUNTY

|                         |          |         |
|-------------------------|----------|---------|
|                         | Rates    | Fringes |
| SHEET METAL WORKER..... | \$ 41.20 | 36.84   |

-----  
SHEE0104-011 07/01/2019

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<br>decking and siding only)..... | \$ 44.00 | 39.63   |

-----  
SHEE0104-014 07/01/2019

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

|                                                            |          |         |
|------------------------------------------------------------|----------|---------|
|                                                            | Rates    | Fringes |
| SHEET METAL WORKER (Metal<br>Decking and Siding only)..... | \$ 42.33 | 35.30   |

-----  
SHEE0104-019 07/01/2019

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

|                                           |          |         |
|-------------------------------------------|----------|---------|
|                                           | Rates    | Fringes |
| SHEET METAL WORKER                        |          |         |
| Mechanical Jobs \$200,000 &<br>under..... | \$ 33.31 | 35.30   |
| Mechanical Jobs over<br>\$200,000.....    | \$ 44.00 | 35.30   |

-----  
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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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)).

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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.

=====

END OF GENERAL DECISION"

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FOR DOUBLE SIDED PRINTING)

RFP # 15-84

DATE: April 28, 2020

TIME: 3:00 PM

BID BOND REQUIRED: YES

## BID SUMMARY SHEET

BID OPENING FOR:  
**Oak Ridge Drive Bridge Replacement  
Project**



| Bidders Name<br>City, State                       | Addendum 1 | Addendum 2 | Addendum 3 | Addendum 4 | Bid Bond | Grand Total Bid Price |
|---------------------------------------------------|------------|------------|------------|------------|----------|-----------------------|
| Viking Construction Company<br>Rancho Cordova, CA | ✓          | ✓          | ✓          | ✓          | ✓        | \$ 5,069,284.50       |
| Westcon Construction<br>Newcastle, CA             | ✓          | ✓          | ✓          | ✓          | ✓        | \$ 5,154,305.95       |
| MCM Construction, Inc.<br>North Highlands, CA     | ✓          | ✓          | ✓          | ✓          | ✓        | \$ 4,999,999.00       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |
|                                                   |            |            |            |            |          |                       |

Please Sign-In

Staff

Adilia Kewer  
*[Signature]*

Visitors (Name & Company)

Visitors (Name & Company)



## COUNCIL COMMUNICATION

**CC #: 0813**

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

**Title:** Eureka Road at Miners Ravine Bridge Expansion Joint Repair Project - Budget Adjustment

**Contact:** Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.27.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to authorize a budget adjustment of \$60,000 from the Traffic Safety Fund for the Eureka Road at Miners Ravine Bridge Expansion Joint Repair Project.

### BACKGROUND

In early 2018, Public Works was informed of damage to the eastbound expansion joints on Eureka Road at the bridge over Miners Ravine. A repair was completed to a portion of the joints in June of 2019. During that repair, additional joints were identified as needing to be fixed but could not be addressed at that time due to budgetary and road closure limitations. This project will address the additional expansion joints still in need of repair. See attached Exhibit A.

The repair design will be performed in-house by staff with the assistance of a consultant currently under contract with Public Works for on-call professional design services. Staff will return to Council for approval of the project plans and specifications, authorization to bid, and the award of the project to the lowest responsive bidder.

The recommended budget adjustment reflects the estimated cost of design and construction of the repair.

Repair work is anticipated to be completed in the fall of 2020.

### FISCAL IMPACT

Staff recommends Council authorize a budget adjustment of \$60,000 from the Traffic Safety Fund (Fund 2321) to pay for the repairs.

Each year, Traffic Safety Fund resources are budgeted for the Streets Maintenance operating budget to purchase materials to maintain roadway infrastructure. Due to COVID-19 restrictions and precautions for paving crews, fewer materials than anticipated were purchased and used out of the fund in the final months of FY2019-20. This unspent operating budget will return to fund balance at the end of the fiscal year. Budgeting these resources now for the Eureka Road at



Miners Ravine Bridge Expansion Joint Repair Project will use these resources for this needed infrastructure safety repair project. The Traffic Safety Fund has sufficient available resources in fund balance for this project appropriation. No General Fund resources will be used for the project.

### ENVIRONMENTAL REVIEW

The proposed project involves the repair 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,

Rjahja Canlas, Associate Engineer

Jason Shykowski, Public Works Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

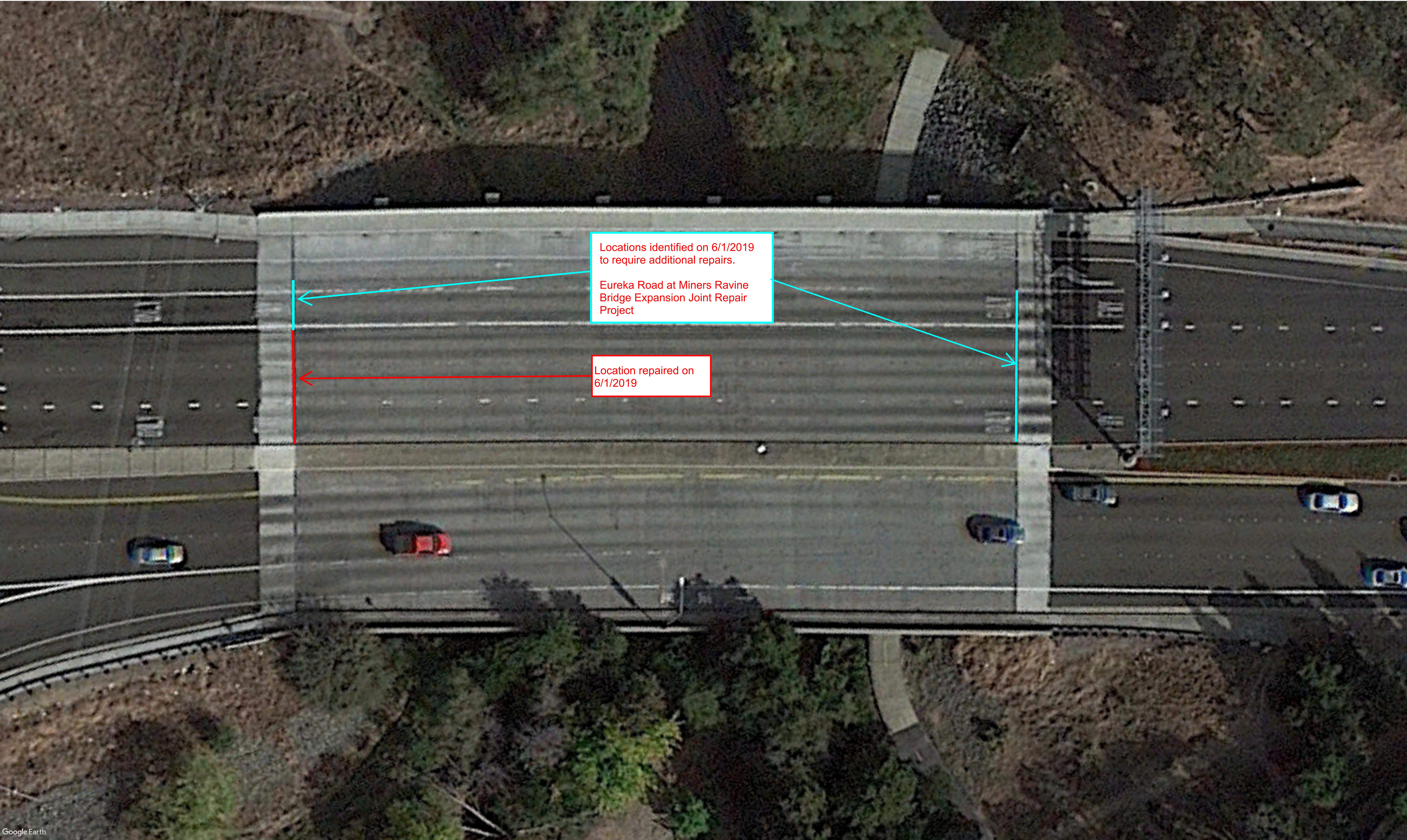
#### **Description**

Exhibit A

Ordinance No. 6238

Budget Adjustment





Locations identified on 6/1/2019  
to require additional repairs.

Eureka Road at Miners Ravine  
Bridge Expansion Joint Repair  
Project

Location repaired on  
6/1/2019



ORDINANCE NO. 6238

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to provide funding for the Eureka Road at Miners Ravine Bridge Expansion Joint project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$60,000.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



# REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rjahja Canlas, Associate Engineer FISCAL YEAR: 2019-20  
 PREPARER NAME & TITLE: Rjahja Canlas, Associate Engineer COUNCIL DATE (if applicable): 6/17/2020  
 DEPARTMENT/DIVISION: Public Works - Engineering ORDINANCE: \_\_\_\_\_

## EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION               |
|----------------|---------|--------|---------|-------------|---------------------------|
| Fund           | Account | Center | Project | Adjustment  |                           |
| 2321           | 5411    | 84001  | 500164  | 60,000      | Eureka Road Bridge Repair |
|                |         |        |         |             |                           |
|                |         |        |         |             |                           |
|                |         |        |         |             |                           |
| TOTAL          |         |        |         | 60,000      |                           |

## REVENUES/TRANSFERS IN

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

|                |        |  |
|----------------|--------|--|
| NET ADJUSTMENT | 60,000 |  |
|----------------|--------|--|

## FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                       |
|----------------|---------|--------|---------|-------------|---------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                   |
| 2321           |         |        |         | (60,000)    | Reduce available resources in Traffic Safety Fund |
|                |         |        |         |             |                                                   |
|                |         |        |         |             |                                                   |
|                |         |        |         |             |                                                   |
| TOTAL          |         |        |         | (60,000)    |                                                   |

## Justification for Budget Adjustment:

Public Works - Engineering is requesting a budget adjustment to provide funding for the Eureka Road Bridge Repair Project. This project will repair damaged expansion joints on the bridge structure.

|                                       |  |      |  |
|---------------------------------------|--|------|--|
| REQUIRED APPROVALS:                   |  |      |  |
| REQUESTING DEPARTMENT HEAD / DESIGNEE |  | DATE |  |
| BUDGET MANAGER / DESIGNEE             |  | DATE |  |
| CHIEF FINANCIAL OFFICER / DESIGNEE    |  | DATE |  |
| CITY MANAGER / DESIGNEE               |  | DATE |  |
| BUDGET DEPARTMENT USE ONLY:           |  |      |  |
| POSTED BY                             |  | DATE |  |

Revised: June 24, 2019



## COUNCIL COMMUNICATION

**CC #: 0805**

**File #: 0800-02 & 0201-01**

**Title:** 2018 Water & Recycled Water Model Updates Project – Professional Services Agreement Amendment and Budget Adjustment

**Contact:** Jonathan Cummings 916-660-3034 [jcummings@roseville.ca.us](mailto:jcumplings@roseville.ca.us)

**Meeting Date: 6/17/2020**

**Item #: 7.28.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt a resolution approving the First Amendment to Professional Services Agreement with Brown and Caldwell for the 2018 Water and Recycled Water Model Updates Project, and authorizing the City Manager to execute it on behalf of the City; and
2. Adopt an ordinance approving a budget adjustment to transfer \$105,000 from the Water Operations Fund to the Water Rehabilitation Fund.

### BACKGROUND

On May 1, 2019, the City Council awarded a Professional Services Agreement (PSA) to Brown and Caldwell to provide engineering services for the 2018 Water & Recycled Water Model Updates Project, also known as the Water System Model Project. The contract amount awarded was \$321,305.

The City's Potable Water and Recycle Water hydraulic models are used to effectively support the current utilities conditions, operational strategies, rehabilitation planning, and long range infrastructure planning. This project was created to update and further develop the Potable Water and Recycled Water models.

The objectives of this Project included:

- Updating both the Potable Water and Recycled Water Models from the existing H2OMap software (which is no longer supported by the developer) to the latest InfoWater software;
- Updating both models to include current infrastructure and water demand patterns;
- Development of a suite of modeling scenarios to support short and long range operational, rehabilitation, and infrastructure planning efforts; and
- Training for City staff to facilitate more robust usage of the models for in-house analyses.

Brown and Caldwell's First Amendment to PSA includes increasing on-call support services, and adding engineering services to assist the City in developing a Unidirectional Flushing (UDF) Program for its Potable Water and Recycled Water Distribution Systems for an added cost of \$95,740. The objectives of the First Amendment will include:

- Increasing on-call services to support modeling activities;
- Purchasing the InfoWater UDF Suite software (UDF Module);
- Developing a UDF System Model (capitalizing on the Water and Recycled Water Models developed with this Project);
- Developing and executing a UDF Plan for a designated pilot area of the Water Distribution System;
- Developing a set of standard operating procedures; and
- Training for City staff to develop a UDF Program for the Potable Water and Recycled Water Distribution Systems.

The implementation of a UDF Program is a vital routine preventive maintenance operation, which will aid and support the City's continued effort to deliver high quality water to residents in our community.

#### FISCAL IMPACT

The 2018 Water and Recycled Water Model Update Project (Project # 500020) was originally funded by the Water Rehabilitation Fund, which included \$321,305 for the PSA with Brown and Caldwell, in addition to an estimated \$75,000 for staff costs, for a total of \$396,305.

The project requires an additional \$105,000: \$95,740 for the PSA amendment, and \$9,260 for EU staff labor costs. This \$105,000 will be funded via a transfer from the Water Operations Fund to the Water Rehabilitation Fund

Approval of the First Amendment to PSA for \$95,740 will revise Brown and Caldwell's total contract amount from \$321,305 to \$417,045.

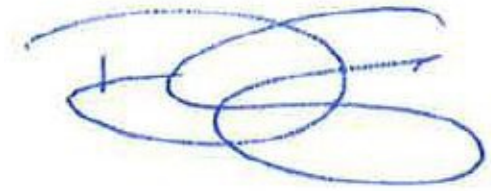
#### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. An amendment to a professional services agreement for the 2018 Water & Recycled Water Model Update project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard D. Plecker, Environmental Utilities Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-218

First Amendment Professional Services Agreement

Ordinance No. 6236

Budget Adjustment



RESOLUTION NO. 20-218

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY  
AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for the 2018 Water and Recycled Water Model Update, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

2018 Water and Recycled Water Model Update Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation (“CITY”), and Brown and Caldwell, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated May 1, 2019 (“Agreement”) regarding water and recycled water model updates (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated May 5, 2020, 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 ninety-five thousand, seven hundred forty dollars (\$95,740), 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 four hundred seventeen thousand, forty-five dollars (\$417,045).”

3. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

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

4. Paragraph 11 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT

provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."

5. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

BROWN AND CALDWELL, a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Vice President

ATTEST:

and

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:  \_\_\_\_\_  
its: Corporate Secretary

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  \_\_\_\_\_  
RICHARD D. PLECKER  
Environmental Utilities Director

## EXHIBIT “A”



Professional Services  
for  
**Unidirectional Flushing Plan Pilot**

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Amendment 1 - Scope of Services and Fee

Prepared for  
City of Roseville  
May 5, 2020

# Scope of Services

## Introduction

The following Scope of Services has been prepared by Brown and Caldwell (BC) for additional modeling services for the 2018 Water and Recycled Water Model Update Project. This scope of work is an amendment to the original scope and fee for this project (May 1, 2019). BC has executed a Professional Services Agreement contract with the City under the authorized Resolution No. 19-171. The original scope and fee was to complete the update of the potable and recycled water models and provide model training.

This Amendment 1 documents additional services related to development of a unidirectional flushing (UDF) pilot program and additional support for modeling activities using the updated potable and recycled water hydraulic model.

## Background

The City desires to develop and implement a pilot Unidirectional Flushing Program. UDF involves strategically closing valves and opening specific hydrants to direct water through a designated pipe, while producing controlled scouring velocities to remove accumulated deposits. In some cases, UDF may not be aggressive enough or feasible to achieve main cleaning goals. UDF is not recommended for pipelines greater than 12-inches in diameter. In these instances, other main cleaning strategies such as swabbing may need to be considered.

BC will assist the City in the development of a pilot UDF program for a portion of the water distribution system that includes a plan for dividing the pilot area into numerous smaller flush zones, defining the prioritization and progression between these flush zones, and developing flushing sequences for each zone in the form of flushing journals. The flushing sequences will start at designated clean water source locations and move outward into the system, so the water used for the flushing remains clean. We will use the calibrated hydraulic model and InfoWater UDF Suite software (UDF Module) to develop the UDF Plan. By using the UDF Module, the procedures are kept in an electronic model file that can be updated in the future as field conditions are modified. The UDF Plan will identify hydrants to open and valves to close to assist in meeting minimum scouring velocities while minimum system pressures are maintained during the flushing sequence.

## Task 6: On-Call Services

The following sections detail the additional services provided under the First Amendment.

### Additional On-call Services and budget increase. (Task 6.1)

BC will provide on-call support for the hydraulic modeling. The on-call assistance includes phone calls, web conferences, and face-to-face discussions as-needed. On-call services could include activities such as providing additional written guidance or model analysis as well.

BC assumes 104 hours overall for this effort.

## **Task 7: UDF Plan Pilot**

### **UDF Project Management and Kickoff Meeting (Task 7.1)**

BC will manage this UDF Program work as part of the hydraulic modeling update work. Incremental project management effort for these UDF tasks, not already covered by this contract, are included in this Task 7.1 budget.

BC will prepare for and conduct a kickoff workshop (Meeting No. 1) with City staff to define project roles and responsibilities, project objectives, and the criteria and restrictions that should be considered when developing the flushing sequences.

With respect to project roles and responsibilities, the meeting will also be used to determine and establish the key internal and external stakeholders who will be involved throughout the system flushing, as well as a communications protocol to promote an organized process.

The criteria and restrictions to be discussed at Meeting No. 1 include the following:

- Flushing parameters (e.g., flushing velocities, minimum allowable pressures, monitoring requirements, water quality targets, etc.)
- Water disposal options, preferences, and constraints
- Permitting requirements
- Current hydrant and valve exercise program
- Approach for high-traffic intersections and sensitive areas where specific valves and hydrants should not be selected for flushing
- Notification requirements and preferences for the public, customers, and users sensitive to changes in pressure
- Seasonal timing considerations
- Flushing zone layout and direction of workflow
- Data collection and data management requirements
- Equipment and vehicle needs
- Field staff support

BC will document the flushing criteria and restrictions established in the meeting in the UDF Plan described in Task 7.2. BC shall prepare meeting minutes and distribute them electronically to attendees.

#### **Meetings:**

- Meeting No. 1 Kickoff Workshop – up to two-hour meeting, two BC staff assumed

#### **Deliverables:**

- Meeting No. 1 Kickoff Workshop minutes, in electronic format

BC assumes 64 hours overall for this effort.

### **UDF Plan Development (Task 7.2)**

This task consists of collecting data, preparing the model, and developing the UDF plan. The UDF plan will be developed for a pilot area, which is anticipated to include eight flushing zones. The UDF plan will include the following:

- Field journals for the pilot area (Task 7.2.3), which will be an attachment to the UDF plan
- UDF plan with instructions describing flushing procedures (Task 7.2.4)

### **Data Request (7.2.1)**

BC will submit a data request to the City for the following items:

- City isolation valve geographical information system (GIS) shapefile
- City hydrants GIS shapefile
- Identified hydrants that cannot be used for flushing (MS Excel list of GIS shapefile)
- Identified valves that cannot be used for flushing (MS Excel list or GIS shapefile)
- Critical customer locations (MS Excel list or GIS shapefile)

### **Prepare System Model (7.2.2)**

Using the UDF module, BC will overlay the valve and hydrant layers from the City's GIS on the hydraulic model and connect the system components, so the valves and hydrants are recognized as part of the hydraulic model. This task also includes assigning hydrant elevations by interpolating from the City's GIS layer "Contours\_2017". This will result in a model that will include all system details needed for the flushing analysis. We assume that the City's valves and hydrants have unique identifier nomenclature as a data field in the valve and hydrant shapefiles.

### **Develop Field Journals for Pilot Area (7.2.3)**

BC will develop field journals for the pilot flushing area already identified by the City as shown in Exhibit A. This area has approximately 48,000 linear feet (LF) of 4-inch to 12-inch diameter piping that will be included in the flushing plan. The 2,800 linear feet of 16-in diameter pipeline in this area will be assumed to be cleaned through other methods and will be considered clean water interfaces (CWI) and will not be included in the UDF plan. A preliminary UDF flushing zone layout meeting (Meeting No. 2) will be conducted to discuss the pilot flushing zones configuration and documentation. Field journal templates will be provided to the City for review at this meeting. It is expected that all major changes to documentation formatting and presentation will be agreed to during the review meeting. BC shall prepare meeting minutes and distribute them electronically to attendees.

Following Meeting No. 2 BC will develop, model, and document flushing sequences for each zone within the pilot area by using optimized sequence development strategies and considering area-specific opportunities and constraints as identified in Meeting No. 1 (e.g., water disposal, traffic, asset issues, etc.). These strategies include establishing a CWI for each flushing zone, progressing from larger-diameter mains to smaller mains, and moving from the CWI to the flushing zone periphery. The documentation will include the hydrants that should be opened and valves that should be closed for each flushing sequence.

We will use the UDF module to calculate the expected flow rates from each flushing hydrant, based on target velocities. In this modeling we will verify that the minimum scouring velocities are achieved at the expected flow rates and with specified valve closures while maintaining minimum system pressures (typically 20 psi). There may be some flushing sequences where the minimum scouring velocities cannot be achieved because of system constraints such as pipeline diameters, isolation valve and hydrant configuration, or other factors in the system. These pipelines will be identified.

The minimum flushing time for each flush sequence will be defined based on volume turnover in the length of pipe being flushed (typically the time to flush three pipe lengths).

Draft UDF journals will be developed for the pilot area. These UDF field journals consist of the key field reference materials needed to flush through each flushing zone, including:

- Field journal packets (one for each of the eight flushing zones), including:
  - Overview of each flushing zone (pdf and shapefile, 1 page per flushing zone)
  - Field journal maps (pdf, 1 page per flushing sequence (approximately 8 sequences per flushing zone))
- MS Excel field journal log (1 MS Excel workbook consisting of one worksheet for each flushing zone)
- Overview map of system identifying flushing zones developed (1-page system map)

BC will submit the draft UDF field journals for City review. It is anticipated that field crews will verify the feasibility of the execution of each draft flushing sequence, including but not limited to traffic concerns, location and operation of hydrants and valves, and disposal alternatives. The City will provide one consolidated set of comments on the draft UDF field journals. BC will then finalize the UDF field journals for each flushing zone. We will submit the finalized field journals as hard copy (11x17 3-ring binder) as well as in electronic pdf format.

#### **UDF Execution Plan Technical Memorandum (7.2.4)**

Following the development of the UDF flushing zones in Task 7.2.3, BC will provide a UDF Execution Plan TM that will include the following elements:

- Pre-flushing Procedures: These include steps and sequences necessary to prepare for system flushing, including asset and area pre-inspection; follow-up reporting for map/model updates, asset repairs, storm/sewer cleaning, etc.; area-specific water discharge and disposal plan; notification; permitting; and valve exercising and identification steps, identification of all equipment necessary to conduct the field program, and other steps necessary to prepare for the system flushing.
- Flushing Procedures: Description of how to use the UDF field journals developed in Task 7.2.3, including a definition of the flushing sequence in each flushing zone and the sequential opening and closing of valves and hydrants for the pilot area.
- Field Journals for Pilot Area: The final packets developed in Task 7.2.3.
- Data Collection: Steps for flushing data collection and use.
- Guidance on contingency planning for issues that arise in the field when flushing.

An electronic pdf copy of the draft TM will be submitted for City review. Meeting No. 3 is to review the draft UDF Execution Plan TM and draft field journals. The City will provide one consolidated set of comments on the draft UDF Execution Plan. The final TM will then be submitted incorporating comments on the draft TM.

#### **Meetings:**

The following meetings are included in Task 7.2:

- Meeting No. 2 Review Preliminary Flushing Zone Layout and Documentation - up to two-hour meeting, two BC staff assumed
- Meeting No. 3 Review Draft Field Journals and UDF Execution Plan TM - up to two-hour meeting, two BC staff assumed

#### **Deliverables:**

The following deliverables are included in Task 7.2:

- One electronic copy of preliminary UDF Zone Layout
- UDF Field Journals

- Draft UDF field journal packets (pdf), MS Excel field journal log, and overview system map
- Final UDF field journal packets (three hard copies (11x17 3-ring binders)), One electronic copy of Microsoft Excel field journal, electronic copy (pdf) and hard copy of system map showing flushing zones.
- UDF Execution Plan TM
  - Electronic copy of draft UDF Execution Plan TM
  - Three hard copies and one electronic copy of final UDF Execution Plan TM

BC assumes 188 hours overall for this effort.

### **UDF Program Implementation (Task 7.3)**

This task includes supporting the City in the execution of the UDF Plan.

#### **Execute UDF Plan (7.3.1)**

BC will support City staff as they are implementing the UDF Plan and conducting flushing runs in the field. Support activities could include field support to assist with following the flushing plan and modeling revised flushing sequences if hydrants or valves included in the flushing plan are discovered by City staff to not be available once flushing begins. This task is limited to up to 40 hours. It is assumed BC will provide one staff person for up to two days in the field with staff as they begin flushing. All operations of valves and equipment will be done by City staff.

#### **Meetings:**

The following meetings are included in Task 7.3:

- No meetings identified.

#### **Deliverables:**

The following deliverables are included in Task 7.3:

- No deliverables identified.

BC assumes 40 hours overall for this effort.

### **Training/Technical Documentation (Task 7.4)**

BC will provide up to two days of UDF module training. Prior to the training we will develop a formalized draft SOP for setting up the UDF Module and developing and executing a UDF Plan. The SOP will include step by step instructions supported by screen shots from the module and will be tailored to identify formatting specific to the City's UDF plan as developed in the preceding tasks. At the training we will review the draft SOP with the City. Following the training the City will provide one consolidated set of comments on the draft UDF SOP. We will incorporate City comments on the draft UDF SOP and finalize the UDF SOP.

As an administrative accommodation, and as directed by the City, BC agrees to process the payment of an invoice to Innovyze under an amendment to our Professional Services Agreement contract with the City dated May 1, 2019 for the purchase of a Innovyze UDF software suite for a fixed seat license of InfoWater UDF Suite, unlimited pipes including InfoCare. Upon execution of the Amendment by the City and receipt of payment from the City for the Innovyze UDF software suite, BC will provide the weblink to the City for the City to install the software on their system directly from the Innovyze website. In the future, the City will be solely responsible for directly paying Innovyze for any future InfoCare annual maintenance fees.



It is further agreed that BC will not be a signatory nor named as the purchaser/owner on the software purchase contract nor the software license agreement, and the City will be the legal owner of the license. The City acknowledges and agrees that all product warranties, license terms, software support and maintenance for the Innovyze UDF Software Suite are provided directly by Innovyze to the City, and that BC is not a party to, or responsible for, such warranties, support or maintenance. The City agrees to contact Innovyze directly if they have any issues or questions about the software or license agreement. The City agrees to indemnify and hold harmless BC from any and all claims, including but not limited to, claims based on breach of the license agreement, and any claims based on patent or copyright infringement, related to its use and operation of the Innovyze software purchased on its behalf by BC.

**Meetings:**

The following meetings are included in Task 7.4:

- Model Training Day 1 - up to 4-hour meeting, one BC staff assumed
- Model Training Day 2 - up to 4-hour meeting, one BC staff assumed

**Deliverables:**

The following deliverables are included in Task 7.4:

- Email with software license information.
- Draft UDF SOP (electronic pdf format)
- Final UDF SOP (electronic pdf format and five bound hardcopies)

BC assumes 56 hours overall for this effort.

**City Responsibilities**

- Conduct field reconnaissance to update maps, conduct hydrant/valve inspection, confirm disposal locations, and aid in optimal sequence development.
- Procure equipment, hardware, consumables, etc. as recommended by BC. Provide specifications for existing or acquired diffuser equipment.
- Coordinate with other stakeholders and City departments as needed. Obtain any necessary permits.
- Provide customer notification/outreach of flushing activities to customers in the flushing demonstration area.
- All operations of valves and equipment will be done by City staff.
- As determined by the City, conduct a limited amount of pre-flushing as needed to bring fresh water just up to the demonstration area.
- Conduct flushing pilot trials with support from BC.
- Participate in meetings described in this scope of work.
- Install Innovyze UDF software suite.

## Team

The team proposed for this work is Melanie Holton as the Project Manager. Carlos Quispe will be the key UDF sequencing modeler. Brian Scott will provide UDF execution and training support. Micaela Nino will provide QA/QC of modeling sequences and deliverables.

## Schedule

The duration of this project is seven months, based on a June 3, 2020 City Council meeting day to authorize this amendment. The project duration will be early June through end of December 2020. June 8 is the assumed date of the notice to proceed from the City to BC. A schedule of the key activities is listed below based on this start date assumption. If Notice to Proceed is different, subsequent dates will be revised.

| Schedule of Key Activities                                                                                         |                                                                   |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Key Activity                                                                                                       | Estimated date (week of) (assume all dates are in 2020)           |
| Notice to Proceed                                                                                                  | June 8                                                            |
| Task 6: On-Call Services                                                                                           | June 8 – December 31                                              |
| Data request submittal                                                                                             | June 15                                                           |
| Receive data from City                                                                                             | June 30                                                           |
| Meeting No. 1 Kickoff Workshop                                                                                     | June 22                                                           |
| Submit preliminary UDF Zone Layout                                                                                 | July 13                                                           |
| Meeting No. 2 Review Preliminary Flushing Zone Layout and Documentation (City provide review comments by this day) | July 27                                                           |
| Submit draft UDF field journal packets                                                                             | Sept 21                                                           |
| Submit draft UDF Execution Plan TM                                                                                 | Sept 21                                                           |
| Meeting No. 3 Review Draft Field Journals and UDF Execution Plan TM (City provide review comments by this day)     | Oct 5                                                             |
| Submit final UDF field journal packets                                                                             | Oct 19                                                            |
| Submit final UDF Execution Plan TM                                                                                 | Oct 19                                                            |
| Email UDF license information                                                                                      | Oct 26 (no later than)                                            |
| Submit Draft UDF SOP                                                                                               | Oct 26                                                            |
| Model Training Day 1 and Day 2                                                                                     | Nov 9                                                             |
| City provide review comments on draft UDF SOP                                                                      | Nov 12                                                            |
| Submit final UDF SOP                                                                                               | Nov 20                                                            |
| UDF execution support                                                                                              | Dependent on when City executes. Assume completed by Dec 22, 2020 |

## Fee

The overall effort associated with this Amendment 1 additional services is \$95,740 which includes the \$23,370 software purchase fee for the InfoWater UDF software, increasing the fee ceiling from \$321,305 to \$417,045. The fee estimate for this Amendment 1 scope of work is as shown in Exhibit B, Budget Proposal.

The following table summarizes the previously executed and proposed agreements and amendments under this contract.

| Agreement/Amendment                                | Scope of Services                                                   | Amount           |
|----------------------------------------------------|---------------------------------------------------------------------|------------------|
| Professional Services Agreement                    | Update Potable and Recycled Water Models and Training               | \$321,305        |
| First Amendment to Professional Services Agreement | On-Call Services, Pilot Unidirectional Flushing Program Development | \$95,740         |
| <b>Total</b>                                       |                                                                     | <b>\$417,045</b> |

### Attachments:

Exhibit A - Pilot Area Map

Exhibit B - Budget Proposal

Exhibit A: Pilot Area Map

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Exhibit B: Budget Proposal

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## Roseville, City of (CA) – 2018 Water and Recycled Water Model - Amendment 1 EXHIBIT B

|       |                         | Holton, Melanie E | Okamura, Esther Elaine L | Suesser, Thomas | Schock, Dawn M | Fugal, Andrew L | Surio, Lindsay B | Zuber, John D | Nino, Micaela M | Scott, Brian J |                   |                    | EXPENSE |                       |            |                      |              |
|-------|-------------------------|-------------------|--------------------------|-----------------|----------------|-----------------|------------------|---------------|-----------------|----------------|-------------------|--------------------|---------|-----------------------|------------|----------------------|--------------|
| Phase | Phase Description       | PM                | PA                       |                 |                |                 |                  |               |                 |                | Total Labor Hours | Total Labor Effort | Mileage | UDF software purchase | Total ODCs | Total Expense Effort | Total Effort |
|       |                         | \$238.72          | \$112.06                 | \$101.54        | \$103.39       | \$226.62        | \$95.49          | \$334.72      | \$131.65        | \$142.50       |                   |                    |         |                       |            |                      |              |
| 6     | On-Call Services        | 24                | 0                        | 0               | 0              | 40              | 0                | 0             | 40              | 0              | 104               | 20,000             | 0       | 0                     | 0          | 0                    | 20,000       |
| ****  | Default Task            | 24                | 0                        | 0               | 0              | 40              | 0                | 0             | 40              | 0              | 104               | 20,000             | 0       | 0                     | 0          | 0                    | 20,000       |
| 7     | UDF Module -Amnd1       | 88                | 24                       | 148             | 4              | 12              | 8                | 3             | 32              | 29             | 348               | 51,970             | 400     | 23,370                | 23,770     | 23,770               | 75,740       |
|       | 7.1 UDF PM and Meetings | 24                | 24                       | 4               | 0              | 0               | 8                | 3             | 0               | 1              | 64                | 10,736             | 0       | 0                     | 0          | 0                    | 10,736       |
|       | 7.2 UDF Plan Developmen | 36                | 0                        | 112             | 4              | 8               | 0                | 0             | 24              | 4              | 188               | 25,922             | 0       | 0                     | 0          | 0                    | 25,922       |
|       | 7.3 UDF Plan Execution  | 4                 | 0                        | 16              | 0              | 0               | 0                | 0             | 0               | 20             | 40                | 5,429              | 0       | 0                     | 0          | 0                    | 5,429        |
|       | 7.4 UDF SOP             | 24                | 0                        | 16              | 0              | 4               | 0                | 0             | 8               | 4              | 56                | 9,884              | 400     | 23,370                | 23,770     | 23,770               | 33,654       |
|       | GRAND TOTAL             | 112               | 24                       | 148             | 4              | 52              | 8                | 3             | 72              | 29             | 452               | 71,970             | 400     | 23,370                | 23,770     | 23,770               | 95,740       |

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

ORDINANCE NO. 6236

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2018 Water and Recycled Water Model Update Project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$20,000.

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, Associate Engineer FISCAL YEAR: 2020  
 PREPARER NAME & TITLE: Nancy Rothlisberger, EU Rate Analyst COUNCIL DATE (if applicable): 6/17/2020  
 DEPARTMENT/DIVISION: EU Tech Services ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                       |
|----------------|---------|--------|---------|-------------|---------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                   |
| 6130           | 5301    | 84001  | 500020  | 95,740      | First Amendment to PSA for project #500020        |
| 6130           | 5080    | 84001  | 500020  | 9,260       | Secondary labor from EU Tech Services/Water Admin |
| 6101           | 5301    | 74105  | 000000  | (37,500)    | Reduce Water Admin - professional services        |
| 6101           | 5301    | 74110  | 000000  | (37,500)    | Reduce Water Distribution - professional services |
| 6101           | 5301    | 74120  | 000000  | (10,000)    | Reduce Water Efficiency - professional services   |
| 6101           | 6801    | 10001  | 000000  | 105,000     | Transfer out to Water Rehab (6130)                |
| TOTAL          |         |        |         | 125,000     |                                                   |

### REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                              |
|----------------|---------|--------|---------|-------------|------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                          |
| 6130           | 4801    | 10001  | 000000  | 105,000     | Transfer in from Water Operations (6101) |
|                |         |        |         |             |                                          |
|                |         |        |         |             |                                          |
| TOTAL          |         |        |         | 105,000     |                                          |

|                |        |  |
|----------------|--------|--|
| NET ADJUSTMENT | 20,000 |  |
|----------------|--------|--|

### FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                 |
|----------------|---------|--------|---------|-------------|---------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                             |
| 6101           |         |        |         | (20,000)    | Reduce available resources - Water Ops 6101 |
|                |         |        |         |             |                                             |
|                |         |        |         |             |                                             |
|                |         |        |         |             |                                             |
| TOTAL          |         |        |         | (20,000)    |                                             |

### Justification for Budget Adjustment:

Staff recommends that the expenditure budget in the Water System Model project (#500020 in the Water Rehab Fund 6130) be increased by \$105,000 to cover engineering (\$95,740) and labor (\$9,260) costs. This budget increase will be funded by a transfer from the Water Operations Fund (reducing professional services appropriations in Water Administration, Distribution, and Efficiency by \$85,000 and reducing available resources by \$20,000).

|                                       |      |                           |      |
|---------------------------------------|------|---------------------------|------|
| REQUIRED APPROVALS:                   |      |                           |      |
| 5-14-20                               |      |                           |      |
| REQUESTING DEPARTMENT HEAD / DESIGNEE | DATE | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE    | DATE | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:           |      |                           |      |
| POSTED BY                             | DATE |                           |      |

Revised: June 24, 2019



## COUNCIL COMMUNICATION

**CC #: 0837**

**File #: 0200**

**Title:** Second Reading of Ordinance - Short-Term Rental Program - Roseville Municipal Code Amendment

**Contact:** Nick Rosas 916-774-5314 nrosas@roseville.ca.us

**Meeting Date: 6/17/2020**

**Item #: 7.29.**

### RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6245 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.25.020, 4.25.040, 4.25.080, AND 4.25.100 OF CHAPTER 4.25 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHORT-TERM RENTALS, for second reading and adoption.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Ordinance No. 6245

ORDINANCE NO. 6245

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS  
4.25.020, 4.25.040, 4.25.080, AND 4.25.100 OF CHAPTER 4.25 OF TITLE 4 OF THE  
ROSEVILLE MUNICIPAL CODE REGARDING SHORT-TERM RENTALS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.25.020 of Chapter 4.25 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

**4.25.020 Permit required.**

It is unlawful for any person to advertise, maintain, or operate a short-term rental of a dwelling in the City of Roseville without a permit required by this chapter. A short-term rental permit may not be issued for more than one single-family dwelling unit on the same parcel.

SECTION 2. Section 4.25.040 of Chapter 4.25 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

**4.25.040 Definitions as used in this chapter.**

For purposes of this chapter, the following definitions apply:

- A. “Accessory dwelling unit” and “junior accessory dwelling unit” have the same meanings as in Section 19.08.080(A).
- B. “Advertisement” means any method used to solicit interest in the rental including, but not limited to, internet-based listing or hosting services.
- C. “Single-family dwelling” has the same meaning as in Section 19.08.080(F).
- D. “Finance director” means the chief financial officer or designee.
- E. “Lodger” means a person to whom a person is providing lodging for compensation.
- F. “Parcel” means property assigned a separate parcel number by the Placer County Assessor.
- G. “Permittee” means the property owner to whom a short-term rental permit is issued.
- H. “Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.



I. “Primary residence” means the single-family dwelling in which the permittee resides for at least 183 days during the calendar year.

J. “Property owner” means the owner of the property on which the short-term rental exists or their agent authorized to rent the short-term rental.

K. “Short-term rental” means any single-family dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis. A short-term basis is 30 calendar days or less to the same person.

SECTION 3. Section 4.25.080 of Chapter 4.25 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

**4.25.080 Performance standards.**

A short-term rental shall be subject to the following conditions and criteria:

A. No permittee shall, for compensation, provide lodging for more than six people at any time in a short-term rental.

B. No permittee may rent an accessory dwelling unit or junior accessory dwelling unit on a short-term basis.

C. All eligible short-term rentals shall be located on a parcel developed with the permittee’s primary residence and shall not be rented for more than 182 days per year as a short-term rental.

D. Prior to issuance of a short-term rental permit, the permittee shall notify all owners of property, as shown on the most recent secured assessor’s roll, within 200 feet of the permitted short-term rental involved in the application. The notice shall be in writing and contain the location of the short-term rental and the contact information for the permittee and the permittee’s designated secondary contact.

E. The permittee or designated secondary contact must be able to be onsite and respond to any complaints within 30 minutes of notification, regardless of time of day.

F. All parking associated with the operation of the short-term rental shall be onsite or located in front of the subject parcel.

G. A permittee shall post a copy of the short-term rental permit in a conspicuous place in each room in which a lodger is expected to sleep.

H. All persons operating a short-term rental shall identify the city short-term rental permit number in any advertisement for that rental.

I. No permittee shall allow any conferences, weddings, fundraisers, or similar gatherings at the short-term rental. Additionally, no permittee shall allow any special event that would otherwise require a city permit.

J. No permittee shall post on the exterior of the short-term rental or the parcel where the short-term rental exists, any sign or writing visible from the exterior of the short-term rental indicating that the dwelling is available for rent.

K. All short-term rentals shall comply with any and all federal, state, and/or local laws, including, without limitation, all zoning requirements and the California Building Standards Code and Fire Code, as adopted by the City of Roseville.

L. No permittee shall rent a short-term rental to anyone under the age of 18 years old. It shall be the responsibility of the permittee to verify the age of the person renting the short-term rental.

SECTION 4. Section 4.25.100 of Chapter 4.25 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

**4.25.100        Grounds for denying a short-term rental permit.**

The finance director may deny an application for a short-term rental permit for any of the following reasons:

- A. The application is incomplete;
- B. The application contains a false or misleading statement or omission of a material fact;
- C. The short-term rental or permittee is currently in violation of, or under investigation for violation of, any local, state or federal laws, statutes, rules or regulations;
- D. The short-term rental or permittee has been found to be in violation of any provision of any applicable local, state or federal laws, statutes, rules or regulations;
- E. The property owner or occupants of the short-term rental have been found to be in violation of any applicable local, state or federal laws, statutes, rules or regulations;
- F. The permittee or the property owner is delinquent on any payment to the city of any fees, penalties, taxes, or any other monies related to the short-term rental property including, but not limited to, transient occupancy taxes;
- G. If a short-term rental permit for the dwelling was ever revoked or suspended;
- H. The operation of a short-term rental is a threat to the public health, safety, or welfare; or
- I. Any required application fee or renewal fee has not been paid.
- J. The application is for a short-term rental of an accessory dwelling unit or a junior accessory dwelling unit.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## COUNCIL COMMUNICATION

**CC #: 0822**  
**File #: 0102-10**

**Title:** Resolution - Tito Zamora  
**Contact:** Katrina Six 916-774-5267 kmsix@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 7.30.**

### RECOMMENDATION TO COUNCIL

Commend Tito Zamora for his 18 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Tito Zamora Resolution

# CITY OF ROSEVILLE



## COMMENDATION

**WHEREAS,** Tito Zamora began his distinguished career with the City of Roseville in May of 2002 as an Assistant Engineer in the Public Works Department, and has chosen to retire after 18 years of dedicated service; and

**WHEREAS,** Tito was promoted to Associate Engineer in June of 2014; and

**WHEREAS,** Tito was awarded the Pride of Roseville Award in 2005 for Outstanding Work Performance Team Award; and

**WHEREAS,** Tito was awarded the Pride of Roseville Award again in 2014 for Emergency Response Team Award; and

**WHEREAS,** Tito was responsible for optimizing the timing and coordination of over 180 traffic signals, helping to develop and oversee the operation of the City's Intelligent Transportation System, and countless other traffic improvements within the City of Roseville; and

**WHEREAS,** Throughout his career with the City of Roseville, Tito demonstrated an exceptional level of service and dedication to residents and other departments within the City; and

**WHEREAS,** Tito gave his all to the position and took great pride in maintaining traffic operations within the City of Roseville; and

**WHEREAS,** Tito will be greatly missed and remembered by all of his friends, coworkers, and supervisors; and

**NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA,** do hereby commend **TITO ZAMORA** for his 18 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

**SIGNED** this 17<sup>th</sup> day of June, 2020.

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**JOHN B. ALLARD II, MAYOR**

**ATTEST:**

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**SONIA OROZCO, CITY CLERK  
CITY OF ROSEVILLE, CALIFORNIA**







## COUNCIL COMMUNICATION

**CC #: 0838**  
**File #: 0502-01**

**Title:** General Municipal Election - November 3, 2020  
**Contact:** Sonia Orozco 916-774-5269 sorozco@roseville.ca.us  
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

**Meeting Date: 6/17/2020**  
**Item #: 8.1.**

### RECOMMENDATION TO COUNCIL

Recommend the City Council:

1. Adopt Resolution NO. 20-247 calling a General Municipal Election be held on Tuesday, November 3, 2020; requesting the Placer County Board of Supervisors consolidate the election with any other election conducted on said date; allow for arguments and rebuttals; elect councilmembers in Districts One, Three and Five; and request election services from the Placer County Clerk/Registrar of Voters; and
2. Adopt Resolution NO. 20-248 to 20-256 approving measure language for inclusion on the November 3, 2020 General Municipal Election ballot.

### BACKGROUND

#### **City Councilmember Election**

Roseville Charter Section 6.01 requires municipal elections for the selection of officers and for such other purposes as the City Council may prescribe, and states such elections shall be held in the city on the date specified by the State of California. The section further states the elections shall be conducted in each even-numbered year. Said election scheduled for November 3, 2020 shall be held to vote on proposed charter amendments approved by the City Council, and to fill vacancies for the following city councilmembers whose terms will expire.

|                    |                                    |                               |                        |
|--------------------|------------------------------------|-------------------------------|------------------------|
| District One (1)   | Councilmember<br>John Allard       | Term Expires<br>November 2020 | Four Year/Regular Term |
| District Three (3) | Councilmember<br>Bruce Houdesheldt | Term Expires<br>November 2020 | Four Year/Regular Term |
| District Five (5)  | Councilmember<br>Scott Alvord      | Term Expires<br>November 2020 | Four Year/Regular Term |

The City Clerk Department will provide election packets for Roseville residents interested in running for City Council beginning at 8:00 a.m. on Monday, July 13, 2020. The election packets will include nomination papers, campaign finance reporting forms, candidates statement of

qualifications, and an explanatory election guide for candidates. The deadline to file election materials in order to be considered a candidate is Friday, August 7, 2020. If an incumbent does not seek re-election, an extended candidate filing period could cause the deadline be moved to August 12, 2020.

A candidate for City Council must be a citizen of the United States, be 18 years of age, reside in the district, and be a registered voter in the district, in which the candidate seeks election at the time nomination papers are issued.

Before accepting a campaign contribution, a candidate must file a form with the City Clerk accepting the campaign contribution limit. Candidates are limited to campaign contributions of \$500.00 from any single source.

### **Proposed Ballot Measures to Be Submitted to the Voters**

Eight ballot measures were considered and approved by the Roseville City Council at the June 3, 2020 City Council meeting as follows:

- Shall the City Charter be amended to: (1) bring Sections 1.05 and 7.19 into compliance with State law; (2) bring Sections 2.14 and 8.07 into compliance with the Roseville Municipal Code; (3) bring Sections 4.01 and 4.06 into compliance with the City's existing practices; (4) repeal Section 7.23; and (5) bring Sections 2.02 and 3.01 into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based municipal elections?
- Shall Section 2.02 of the City Charter be amended to specify that a partial term on the Council of less than 2 years does not count as a term for purposes of term limits but that a combination of an appointment followed by an election, which together exceeds 2 years, to a vacant Council seat shall count as a term for purposes of term limits?
- Shall Section 2.03 of the City Charter be amended to: (1) outline the process for the selection of the next vice mayor; (2) establish a district-based rotational process for the seating of the mayor and vice mayor starting in 2022; and (3) specify that the term of the mayor and vice mayor is two years?
- Shall Section 4.02 of the City Charter be amended to: (1) allow special meetings of the Council to also be called by the City manager or City attorney consistent with the City's existing practices; (2) require 72 hours' notice for special meetings if feasible instead of 24 hours' notice; and (3) allow notice of special meetings to be served on councilmembers electronically?
- Shall Section 7.21 of the City Charter be amended to: (1) raise the sealed bid limit from \$19,500 to \$75,000; (2) eliminate the annual inflationary or deflationary adjustment to the bid limit; and (3) allow bids to be published on-line consistent with the City's existing practices?
- Shall provisions of Article 8 of the City Charter regarding personnel administration be amended as follows: (1) Shall Section 8.01 of the City Charter be amended to address filling vacancies on the personnel board and to clarify that an appointment to an unexpired term shall not count towards the term limit consistent with the City's existing practices? (2) Shall Section 8.04 of the City Charter be amended to allow for the adoption of personnel rules to provide for waivers or modifications of the formal applicant examination process?
- Shall provisions of Article 10 of the City Charter regarding municipally-owned utilities be amended as follows: (1) Shall Section 10.01 of the City Charter be amended to prohibit the City from providing retail potable water to new service areas outside the City limits after

January 1, 2021? (2) Shall Section 10.02 of the City Charter be amended to remove from the Council the authority to delegate to the City manager the ability to establish nonresidential electric rates and to clarify that the Council may establish such rates by ordinance?

- Shall Article 11 of the City Charter be added establishing the Roseville Independent Redistricting Commission and vesting in the commission the exclusive authority to redraw Council electoral district boundaries after every federal decennial census?

### **Additional Measure for City Council Consideration**

The City Council requested the following measure be brought back for consideration at the June 17, 2020 City Council meeting. The City Council is requested to consider a percentage of vote necessary to fill a vacancy.

Shall Section 3.09 of the City Charter regarding councilmember vacancies be repealed and replaced as follows: (1) To add in as a grounds for vacancy when a councilmember moves out of their electoral district in order to come into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based municipal elections; (2) To add in an anticipated vacancy provision to allow Council to initiate the process to fill a vacancy prior to the actual vacancy occurring; (3) To add in provisions outlining the process for filling vacancies on the Council in the following order of priority: (a) the district candidate who received the next highest number of votes if they received at least \_\_\_\_\_ of votes cast; (b) appointment by the Council; or (c) election; (4) To specify that a person seated on the Council without an election shall hold office until the next feasible election; (5) To specify that a person elected to fill a vacant seat shall hold office for the remainder of the unexpired term; (6) To specify that vacancies for mayor and vice mayor seats are filled by advancing the normal rotation for such positions?

### **Written Arguments and Rebuttals**

Pursuant to California Elections Code §9282, for measures placed on the ballot by the legislative body, primary arguments in favor or opposition may be filed in the following order:

- a. The entire City Council; or
- b. A member or members of the City Council authorized by that body; or
- c. An individual voter who is eligible to vote on the measures, or a bona fide association of citizens, or a combination of voters and associations;
- d. Chair of Charter Review Commission – customary to provide select arguments in favor of issues recommended by majority vote of Charter Review Commission; and
- e. Primary arguments shall not exceed 300 words.

Filing Period:

- Opens July 20
- Closes August 7
- 10 day examination period follows

Pursuant to California Elections Code §9285, rebuttal arguments to primary arguments may be filed in the following order:

- a. The author or a majority of the authors of primary arguments may submit a rebuttal argument; and
- b. Rebuttal arguments shall not exceed 250 words.

Filing Period:

- Opens August 7
- Closes August 17

- 10 day examination period follows

### **Placer County Clerk/Registrar of Voters Services**

California Elections Code §10002 authorizes a governing body of any city to request the Board of Supervisors of the County to permit the County Clerk/Registrar of Voters to render specified service to the city and to assist in conducting an election. Placer County is requested to render specified services as follows:

1. Provide copies of all district maps and additional maps the City requires; and
2. Provide one set of voter lists (district/precinct/street order) at the close of registration; and
3. Print and mail sample ballots and official ballots; and
4. Provide and deliver all precinct supplies; and
5. Provide information for publication of polls and central counting; and
6. Issue absentee ballots; and
7. Publish all required election notices; and
8. Count ballots; and
9. Provide statement of vote; and
10. Verify nomination signatures.

### **City Clerk Services**

Per Charter Section 2.13, the City Clerk Department will conduct all aspects of elections not specified above, including, but not limited to:

1. Issue and file candidate nomination papers and election mandated paperwork; and
2. Proof sample/official ballots; and
3. Collect all campaign finance forms required by the Fair Political Practices Commission and the City of Roseville; and
4. Process argument and rebuttals; and
5. Prepare resolution canvassing voted to be adopted by the City Council.

### **FISCAL IMPACT**

Cost estimates for the 2020 election and associated services is \$165,000. This amount is only an estimate as the City will pay a cost equal to the amount Placer County charges depending on the amount of items on the ballot for all state, district and jurisdictions within Placer County. The amount is also dependent on the number of Roseville district candidates appearing on the ballot and the measures the City Council places on the ballot. Costs for the election are included in the City Clerk Elections 2020/2021 budget, set for adoption at the June 17, 2020 City Council meeting.

### **ENVIRONMENTAL REVIEW**

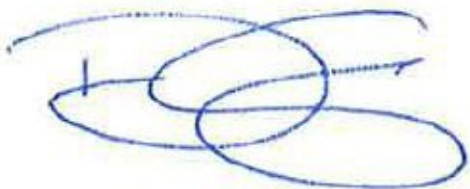
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

With regard to the Charter Amendments, staff has reviewed the proposed project pursuant to CEQA Guidelines Section 15002(k) (General Concepts), the three-step process for deciding if a project is subject to CEQA, and if so which CEQA document to prepare. Then subsequently based on that, reviewed the proposed project relative to CEQA Guidelines Section 15061 (Review for Exemption), which identifies procedures for determining if a project is exempt from CEQA. With respect to the proposed project (Charter Amendments), the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed changes to the City Charter are strictly administrative and financial in nature, and it can be seen with certainty that there is no possibility that the proposed project may have a significant adverse effect on the environment. Thus, the action is considered to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b) (3) (Common Sense Exemption).

Respectfully Submitted,

Michelle Sheidenberger, Assistant City Attorney

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution No. 20-247 Resolution Calling General Municipal Election November 3, 2020

Resolution No. 20-248 Out-of-Provisions Compliance with State law and Roseville Municipal Code

Resolution No. 20-249 Partial Term Exceeds 2 Years and Term Limit

Resolution No. 20-250 District Based Elections and Selection of Mayor and Vice Mayor

Resolution No. 20-251 Grounds for Vacancy

Resolution No. 20-252 Regular and Special Meetings

Resolution No. 20-253 Bid Limit Increase

Resolution No. 20-254 Personnel Provisions

Resolution No. 20-255 Municipally Owned Utilities

Resolution No. 20-256 Roseville Independent Redistricting Commission

## **RESOLUTION NO. 20-247**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING AN ELECTION BE HELD IN ITS JURISDICTION ON TUESDAY, NOVEMBER 3, 2020, REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, SUBMITTING VARIOUS MEASURES TO THE VOTERS, ELECTING CONCILMEMBERS IN DISTRICTS 1, 3, 5, ALLOWING FOR REBUTTALS ON SAID MEASURES AND REQUESTING ELECTION SERVICES BY THE PLACER COUNTY CLERK/REGISTRAR OF VOTERS**

**WHEREAS**, under laws of the State of California relating to municipal elections and the charter of the City of Roseville, there is hereby called and ordered a General Municipal Election be held in the City of Roseville, County of Placer, State of California, on Tuesday, November 3, 2020. Election issues to be presented to the voters shall be:

#### **NOMINATION OF CANDIDATES**

1. The election shall be to fill vacancies for the following officers whose terms are set to expire:

| District | Incumbent's Name  | Position      | Term of Office    |
|----------|-------------------|---------------|-------------------|
| One      | John B. Allard II | Councilmember | Four Year/Regular |
| Three    | Bruce Houdesheldt | Councilmember | Four Year/Regular |
| Five     | Scott Alvord      | Councilmember | Four Year/Regular |

2. Roseville City councilmembers are elected in the following manner:
  - By District – There are five districts in the city. Voters only vote for councilmembers residing in said district.
3. If by the close of candidate filing, the number of qualified candidates does not exceed the number of seats to be filled in a particular district, the City Council shall in accordance with Elections Code Section 10229(a):
  - Hold the election, if either no one or only one person has been nominated.
4. Notwithstanding the section above, item 3 shall not apply if (a) the number of nominees for a city office exceeds the number of seats to be filled, or (b) a city measure has qualified and is to be submitted to the voters at the municipal election. Measures shall be presented to all qualified electors of Roseville in all districts.
5. The City of Roseville has determined the following election particulars:
  - The length of the Candidate Statement shall not exceed 200 words
  - The cost of the Candidate Statement shall be paid by the candidate
6. The City of Roseville has also determined the following election particulars:
  - In the case of a tie vote, the election shall be determine by lot



**WHEREAS**, pursuant to the requirements of the laws of the State of California relating to municipal elections and the charter of the City of Roseville, the qualified voters of the City of Roseville shall vote on the proposed ballot measures.

**MEASURES TO BE SUBMITTED**

1. Shall the City Charter be amended to: (1) bring Sections 1.05 and 7.19 into compliance with State law; (2) bring Sections 2.14 and 8.07 into compliance with the Roseville Municipal Code; (3) bring Sections 4.01 and 4.06 into compliance with the City's existing practices; (4) repeal Section 7.23; and (5) bring Sections 2.02 and 3.01 into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based elections?
2. Shall Section 2.02 of the City Charter be amended to specify that a partial term on the Council of less than 2 years does not count as a term for purposes of term limits but that a combination of an appointment followed by an election, which together exceed 2 years, to a vacant Council seat shall count as a term for purposes of term limits?
3. Shall Section 2.03 of the City Charter be amended to: (1) outline the process for the selection of the next vice mayor; (2) establish a district-based rotational process for the seating on the mayor and vice mayor starting in 2022; and (3) specify that the term of mayor and vice mayor is two years?
4. Shall Section 3.09 of the City Charter regarding councilmember vacancies be repealed and replaced as follows: (1) to add in as a grounds for vacancy when a councilmember moves out of their electoral district in order to come into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based municipal elections; (2) To add in an anticipated vacancy provision to allow Council to initiate the process to fill a vacancy prior to the actual vacancy occurring; (3) To add in provisions outlining the process for filling vacancies on the Council in the following order of priority: (a) the district candidate who received the next highest number of votes if they received at least of the votes cast; (b) appointment by the Council; or (c) election; (4) To specify that a person seated on the Council without an election shall hold office until the next feasible election; (5) To specify that a person elected to fill a vacant seat shall hold office for the remainder to the unexpired term; (6) To specify that vacancies for mayor and vice mayor seats are filled by advancing the normal rotation for such positions?
5. Shall Section 4.02 of the City Charter be amended to: (1) allow special meetings of the Council to also be called by the City manager or City attorney consistent with the City's existing practices; (2) require 72 hours' notice for special meetings if feasible instead of 24 hours' notice; and (3) allow notice of special meetings to be served on councilmembers electronically?

6. Shall section 7.21 of the City Charter be amended to: (1) raise the sealed bid limit from \$19,500 to \$75,000; (2) eliminate the annual inflationary or deflationary adjustment to the bid limit; and (3) allow bids to be published on-line consistent with the City's existing practices?
7. Shall provisions of Article 8 of the City Charter regarding personnel administration be amended as follows: (1) Shall Section 8.01 of the City Charter be amended to address filling vacancies on the personnel board and to clarify that an appointment to an unexpired term shall not count towards the term limit consistent with the City's existing practices? (2) Shall Section 8.04 of the City Charter be amended to allow for the adoption of personnel rules to provide for waivers or modifications of the formal applicant examination process?
8. Shall provisions of Article 10 of the City Charter regarding municipally-owned utilities be amended as follows: (1) Shall Section 10.01 of the City Charter be amended to prohibit the City from providing retail potable water to new service areas outside the City limits after January 1, 2021?; (2) Shall Section 10.02 of the City Charter be amended to remove from the Council the authority to delegate to the City manager the ability to establish nonresidential electric rates and to clarify that the Council may establish such rates by ordinance?
9. Shall Article 11 of the City Charter be added establishing the Roseville Independent Redistricting Commission and vesting in the commission the exclusive authority to redraw Council electoral boundaries after every federal decennial census?

A ten (10) day examination period will be added to the deadline for filing arguments pursuant to Sections 9281 through 9286 of the Elections Code of the State of California.

For all particulars not recited by this resolution, said election shall be held and conducted as provided by law for the conduct of General Municipal Elections.

**WHEREAS**, the Council of the City of Roseville request that pursuant to Elections Code Section 10002, the Placer County Board of Supervisors permit the County Clerk/Registrar of Voters to render services as specified for the General Municipal Election to be held on Tuesday, November 3, 2020:

**PLACER COUNTY TO RENDER SPECIFIED SERVICES**

1. Provide copies of all district precinct maps and additional maps the city requires
2. Provide one set of voter lists (district/precinct/street order) at the close of registration
3. Print and mail sample ballots and official ballots
4. Provide and deliver all precinct supplies
5. Provide information for publication of polls and central counting
6. Issue absentee ballots
7. Publish all required election notices

8. Count ballots and provide statement of vote
7. Verify nomination signatures

**ROSEVILLE TO RENDER SPECIFIED SERVICES**

The Roseville City Clerk, as the Elections Official for the City of Roseville per Charter Section 2.13 will conduct all aspects of election not specified above, including, but not limited to:

1. Issue and file candidate nomination papers and candidate statement
2. Accept all official candidate financial reports as required by the Fair Political Practices Commission and the City of Roseville
3. Proof sample/official ballots
4. Prepare resolution canvassing votes to be adopted by the City Council
5. Swear-in duly elected members of the City Council

**WHEREAS**, pursuant to services provided by Placer County Clerk/Registrar of Voters, the City of Roseville shall reimburse the County of Placer for services performed when the work is complete and upon presentation to the City of a properly approved bill.

There have been no city limit boundary changes since our last election, but the City of Roseville understands that the Placer County Public Works Mapping Division will verify the City boundary lines prior to the election.

This resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

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JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-248**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE**      **Shall the City Charter be amended to: (1) bring Sections 1.05 and 7.19 into compliance with State law; (2) bring Sections 2.14 and 8.07 into compliance with the Roseville Municipal Code; (3) bring Sections 4.01 and 4.06 into compliance with the City's existing practices; (4) repeal Section 7.23; and (5) bring Sections 2.02 and 3.01 into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based elections?**

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporated by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

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JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-249**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall Section 2.02 of the City Charter be amended to specify that a partial term on the Council of less than 2 years does not count as a term for purposes of term limits but that a combination of an appointment followed by an election, which together exceeds 2 years, to a vacant Council seat shall count as a term for purposes of term limits?

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
JOHN B. ALLARD II, MAYOR

ATTEST:

\_\_\_\_\_  
SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-250**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall Section 2.03 of the City Charter be amended to:

**(1) outline the process for the selection of the next vice mayor;  
(2) establish a district-based rotational process for the seating of the  
mayor and vice mayor starting in 2022: and (3) specify that the term  
of the mayor and vice mayor is two years?**

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

---

JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK



**RESOLUTION NO. 20-251**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall Section 3.09 of the City Charter regarding councilmember vacancies be repealed and replaced as follows:

- (1) To add in as a grounds for vacancy when a councilmember moves out of their electoral district in order to come into compliance with Chapter 2.06 of the Roseville Municipal Code regarding district-based municipal elections;
  - (2) To add in an anticipated vacancy provision to allow Council to initiate the process to fill a vacancy prior to the actual vacancy occurring;
  - (3) To add in provisions outlining the process for filling vacancies on the Council in the following order of priority: (a) the district candidate who received the next highest number of votes if they received at least \_\_\_\_\_ of votes cast; (b) appointment by the Council; or (c) election;
  - (4) To specify that a person seated on the Council without an election shall hold office until the next feasible election;
  - (5) To specify that a person elected to fill a vacant seat shall hold office for the remainder of the unexpired term;
  - (6) To specify that vacancies for mayor and vice mayor seats are filled by advancing the normal rotation for such positions?
3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

ATTEST:

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JOHN B. ALLARD II, MAYOR

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SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-252**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE**      **Shall Section 4.02 of the City Charter be amended to: (1) allow special meetings of the Council to also be called by the City manager or City attorney consistent with the City's existing practices; (2) require 72 hours' notice for special meetings if feasible instead of 24 hours' notice; and (3) allow notice of special meetings to be served on councilmembers electronically?**

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
JOHN B. ALLARD II, MAYOR

ATTEST:

\_\_\_\_\_  
SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-253**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall Section 7.21 of the City Charter be amended to:

- (1) raise the sealed bid limit from \$19,500 to \$75,000; and
- (2) eliminate the annual inflationary or deflationary adjustment to the bid limit; and
- (3) allow bids to be published on-line consistent with the City's existing practices?

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

---

JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-254**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall provisions of Article 8 of the City Charter regarding personnel administration be amended as follows:

**(1) Shall Section 8.01 of the City Charter be amended to address filling vacancies on the personnel board and to clarify that an appointment to an unexpired term shall not count towards the term limit consistent with the City's existing practices?**

**(2) Shall Section 8.04 of the City Charter be amended to allow for the adoption of personnel rules to provide for waivers or modifications of the formal applicant examination process?**

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

---

JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK

**RESOLUTION NO. 20-255**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE** Shall provisions of Article 10 of the City Charter regarding municipally-owned utilities be amended as follows:

(1) Shall Section 10.01 of the City Charter be amended to prohibit the City from providing retail potable water to new service areas outside the City limits after January 1, 2021?

(2) Shall Section 10.02 of the City Charter be amended to remove from the Council the authority to delegate to the City manager the ability to establish nonresidential electric rates and to clarify that the Council may establish such rates by ordinance?

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES        COUNCILMEMBERS:

NOES        COUNCILMEMBERS:

ABSENT     COUNCILMEMBERS:

---

JOHN B. ALLARD II, MAYOR

ATTEST:

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SONIA OROZCO, CITY CLERK



**RESOLUTION NO. 20-256**

**SUBMITTING A CERTAIN MEASURE TO THE QUALIFIED VOTERS AT THE  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020**

**WHEREAS**, the City Council has received and reviewed the report of the Charter Review Commission of the City of Roseville; and

**WHEREAS**, the City Council now desires to submit the recommendations of the Charter Review Commission to the voters of the City of Roseville for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Roseville as follows:

1. That the proposed amendment to the charter of the City of Roseville recommended by the Charter Review Commission is hereby approved by the City Council.
2. The City Council hereby submits the proposed charter amendments to the qualified voters of the City of Roseville for consideration at the General Municipal Election to be held on Tuesday, November 3, 2020. The proposed amendment is as follows:

**MEASURE Shall Article 11 of the City Charter be added establishing the Roseville Independent Redistricting Commission and vesting in the commission the exclusive authority to redraw Council electoral district boundaries after every federal decennial census?**

3. Attachment of the text of the measure and the proposed textual changes to the City Charter are hereby incorporation by reference.

**PASSED AND ADOPTED** by the Council of the City of Roseville, on the 17<sup>th</sup> day of June, 2020, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
JOHN B. ALLARD II, MAYOR

ATTEST:

\_\_\_\_\_  
SONIA OROZCO, CITY CLERK



## COUNCIL COMMUNICATION

CC #: 0832

File #: 1006-01 & 0201-01

**Title:** United States Postal Service Relocation - Lease Agreement and Budget Adjustment  
**Contact:** Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 6/17/2020

Item #: 9.1.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt a resolution authorizing the City Manager to execute a ten-year lease agreement between the United States Postal Service and the City of Roseville to lease a portion of the building located at 116 South Grant Street; and
2. Adopt an ordinance approving a budget adjustment appropriating \$275,000 from the Strategic Improvement Fund to a new Post Office Tenant Improvements Capital Improvement Project (CIP), to cover building improvement costs and provide a tenant improvement allowance.

### BACKGROUND

In January, the Roseville Electric Utility purchased the long vacant 53,000 square foot, four-story office building at 116 South Grant Street based on the department's need for additional space. With the building acquisition, and the upcoming expiration of the United States Postal Service (USPS) lease at 320 Vernon Street, the opportunity arose to relocate the USPS post office to space within the newly purchased building. Based upon strong community support to maintain a post office presence in the downtown and the City's intent to support the Downtown Specific Plan's (DTSPs) vision of offering a mix of uses, staff responded to the USPS's Request For Proposals (RFP) to lease space (for the relocation of the Downtown Roseville post office). The City was successful in responding to the RFP and over the past two months has negotiated lease terms with the USPS.

#### **Lease Agreement**

The proposed lease agreement sets forth the terms and conditions under which the USPS will occupy approximately 3,800 square feet of space on the ground floor of the northwest corner of the building at 116 South Grant (see Attachment 1). Terms and conditions of particular note are outlined below:

- Lease Type – The rent is based on a modified gross lease that covers the tenant's operating expenses with one lump sum monthly payment, excluding janitorial services.

- Term – The lease term totals ten (10) years (consisting of two, five-year term periods), effective July 1, 2020 through June 30, 2030, with an option to renew for an additional 10-year term at an agreed-upon rental rate at that time.
- Rent – The Postal Service shall pay annual rent totaling \$118,104 (for the first five-year term) beginning September 1, 2020 through June 30, 2025 and \$129,960 (for the second five-year term) beginning July 1, 2025 through June 30, 2030. Rent shall be payable in equal installments at the end of each calendar month during this term.
- Rent Credit – Two months of free rent will be provided to the Lessee beginning July 1, 2020 and ending August 31, 2020.
- Tenant Improvement (TI) Allowance – The City will provide up to a total of \$200,000 in TI allowance for qualifying expenses.
- City Obligated Improvements – The City shall complete storefront reconfiguration modifications and construct the necessary demising walls at its sole expense. In addition, if necessary, the City will install curb cuts along Oak Street to allow for an appropriate loading and unloading zone.
- Modifications – This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

Following approval of this lease agreement, the USPS will proceed with the TI work necessary to occupy the space.

### **Budget Adjustment**

A Budget Adjustment appropriating \$275,000 in the Strategic Improvement Fund (SIF) to the Post Office Tenant Improvements CIP is recommended with this request (see Attachment 2). The CIP will fund the cost of the City's agreed-upon improvements (if necessary) including the construction of demising walls, storefront modifications, and curb cuts along Oak Street for the USPS loading and unloading zone (estimated to total \$75,000). A \$200,000 TI allowance will also be provided to the tenant to cover the cost of qualified improvements necessary for the USPS to locate within the building.

### **FISCAL IMPACT**

Two months of free rent (valued at \$19,684) is offered to the USPS as a condition of the lease. In addition, a budget adjustment appropriating \$275,000 in the Strategic Improvement Fund to the Post Office Tenant Improvements CIP is recommended. However, the costs to the City will be offset by the estimated rent collected over the term of the lease by the Roseville Electric Utility totaling \$1,220,636. Accordingly, execution of the lease agreement results in a positive fiscal impact to the City over the term of the lease.

### **ENVIRONMENTAL REVIEW**

The proposed project involves the leasing of an existing facility. This activity is categorically

exempt from the California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

In addition, the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). Approval of the budget adjustment meets the above criteria and no additional environmental review is required.

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Laura Matteoli, Economic Development Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution No. 20-235

Attachment 1 - USPS Lease Agreement

Ordinance No. 6243

Attachment 2 - Budget Adjustment

RESOLUTION NO. 20-235

APPROVING A LEASE AGREEMENT, BY AND BETWEEN  
THE CITY OF ROSEVILLE AND THE UNITED STATES POSTAL SERVICE, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville is entering into a Lease Agreement with the United States Postal Service, for the lease of approximately 3,800 square feet of space on the ground floor of the northwest corner of the building at 116 South Grant Street in Roseville, California; and

WHEREAS, the rent for the lease is based on a modified gross lease that covers the Lessee's operating expenses with one lump sum monthly payment, excluding janitorial services; and

WHEREAS, the lease term totals ten (10) years (consisting of two, five year term periods), effective July 1, 2020 through June 30, 2030, with an option to renew for an additional 10 year term at an agreed upon rental rate at that time; and

WHEREAS, the Postal Service shall pay annual rent totaling \$118,104.00 (for the first five-year term) beginning September 01, 2020 through June 30, 2025 and \$129,960.00 (for the second five-year term) beginning July 1, 2025 through June 30, 2030. Rent shall be payable in equal installments at the end of each calendar month during this term; and

WHEREAS, two months free rent will be provided to the Lessee beginning July 1, 2020 and ending August 31, 2020; and

WHEREAS, the City will provide up to a total of \$200,000 in a Tenant Improvement allowance for qualifying expenses; and

WHEREAS, the City shall complete storefront reconfiguration modifications and construct the necessary demising walls at its sole expense. In addition, if necessary, the City will install curb cuts along Oak Street to allow for an appropriate loading and unloading zone; and

WHEREAS, the Lease Agreement and each provision contained therein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties; and

WHEREAS, Dominick Casey is the City Manager for the City of Roseville, and as such, has been granted the authority by the City Council of the City of Roseville to bind the City of Roseville in agreements on behalf of the City; and

WHEREAS, the Lease Agreement for the property located at 116 South Grant Street in Roseville, California, by and between the City of Roseville and the United States Postal Service, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Lease 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





## Lease

Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998



## Lease (Multi-Tenant Form)

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

This Lease, by and between City of Roseville, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a portion of the ground floor retail of +/- 44,000 SF office building Steel Frame building having a street address of 116 S GRANT STREET, Roseville, CA 95678-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 013-123-025-000 (the "**Property**"). The Premises consists of approximately 3,800 square feet of net interior space as shown cross-hatched on Exhibit A and additional space, if any, as shown on Exhibit C attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall begin on July 01, 2020 ("**Commencement Date**") and end on June 30, 2030, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. **RENT:** The Postal Service will pay Landlord an annual rent of:

\$0.00 ("**Rent 1**") beginning July 01, 2020 and ending August 31, 2020  
\$118,104.00 ("**Rent 2**") beginning September 01, 2020 and ending June 30, 2025  
\$129,960.00 ("**Rent 3**") beginning July 01, 2025 and ending June 30, 2030

payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:  
CITY OF ROSEVILLE  
ATTN: FINANCE  
311 VERNON STREET  
ROSEVILLE, CA 95678-2649

4. **RENEWAL OPTIONS:** The Postal Service shall have the right to the following renewal options:



## Lease (Multi-Tenant Form)

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

| Period     |            | Annual Rent  |
|------------|------------|--------------|
| 07/01/2030 | 06/30/2035 | Market Value |
| 07/01/2035 | 06/30/2040 | Market Value |

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 180 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Real Estate Conflict of Interest Certification

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

[Signature Page Follows]



## Signature Page

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

LANDLORD

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Provide for Execution by Witnesses above or Notary below

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned Notary Public of the County of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires: \_\_\_\_\_

(Affix Seal)

\_\_\_\_\_  
Notary Public

Notary's Printed or Typed Name

POSTAL SERVICE

By: \_\_\_\_\_

Name: JOSEPH LOWE

Title: Contracting Officer

Date: \_\_\_\_\_



## Instructions

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

#### Individual, Administrator, or Trustee

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the spouse of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

#### Partnership

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the husband or wife of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. If the Landlord is a general partnership, each member must sign.
- c. If the Landlord is a limited partnership, all general partners must sign.

#### Corporation

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

#### Limited Liability Company (LLC)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an "LLC", the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the "LLC", for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the "LLC", including, without limitation, the certificate of formation and limited liability company agreement.. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.



## Instructions

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### Limited Liability Partnership (LLP)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is a Limited Liability Partnership, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.

### Trust

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.





## Real Estate Conflict of Interest Certification

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, \_\_\_\_\_ hereby certify to the Postal Service as follows:  
[PRINT: name of potential Landlord/Licensor/Supplier/Contractor]

A. (Check all that apply) I am:

- (i) ☐ A Postal Service employee;
- (ii) ☐ The spouse of a Postal Service employee;
- (iii) ☐ A family member of a Postal Service employee; (Relationship) \_\_\_\_\_
- (iv) ☐ An individual residing in the same household as a Postal Service employee;
- (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) ☐ None of the above.

B. (Complete as applicable):

- i. I have the following job with the Postal Service:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- ii. My spouse who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- iii. My family member who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- iv. My household member who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.



## Real Estate Conflict of Interest Certification

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

BY: \_\_\_\_\_  
[Insert Signature]

BY: \_\_\_\_\_  
[PRINT: name of entity or person]

Title: \_\_\_\_\_  
[Insert title]

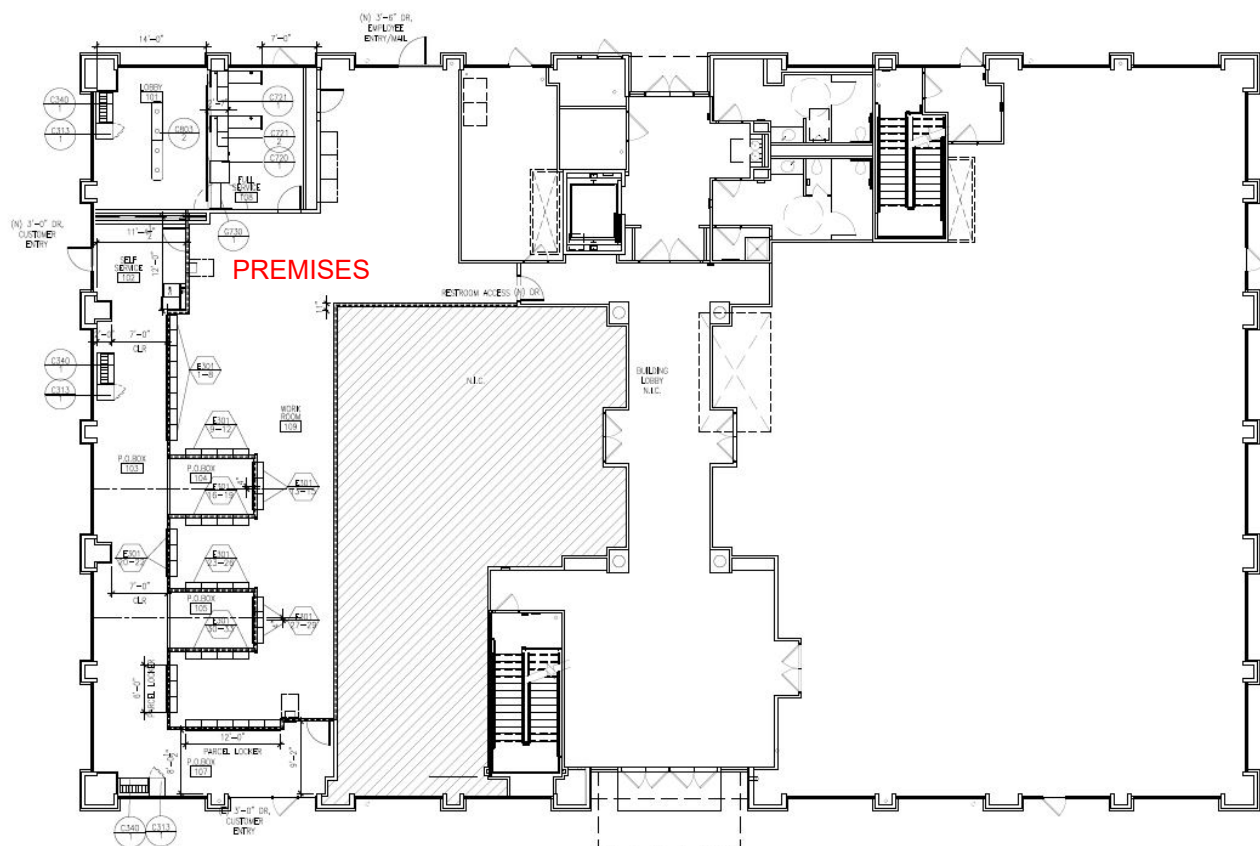
**[INTERNAL USE ONLY:** 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to [Ethics.help@usps.gov](mailto:Ethics.help@usps.gov). File form and Ethics determination with the lease/license.]

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### Exhibit A

A portion of PARCEL 4, of Parcel Maps for "Roseville Civic Plaza, Subdivision No. Subd. 000019", filed September 29, 2005, Parcel Map Book 32, page 99, Placer County records.

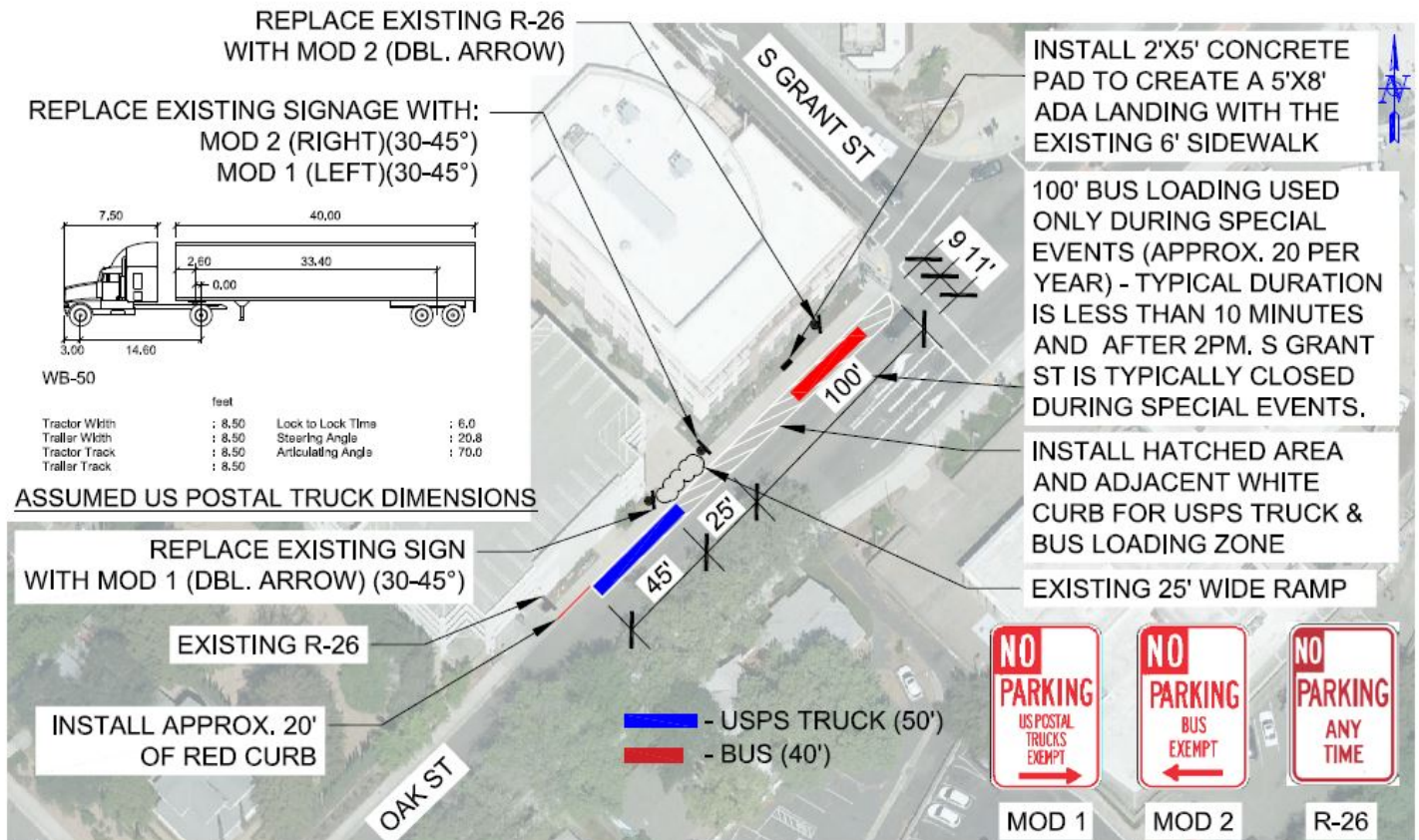


Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### Exhibit B

Parking Area  
(If Applicable)



NOTE: LANE WIDTH DIMENSIONS ARE TO EDGE OF PAVEMENT



## Exhibits

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### Exhibit C

| Area                                          | Sq ft         |
|-----------------------------------------------|---------------|
| Rentable SF:                                  | 3,800         |
| Total Building/Shopping Center SF:            | 44,000        |
| Total USPS Leased SF:                         | 3,800         |
| Exterior, Total Site:                         | 17,424        |
| <b>Postal Vehicle &amp; Employee Parking</b>  | <b>Spaces</b> |
| On-site or off-site Joint-Use Parking Spaces: | 14            |

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

7. General Conditions to USPS Lease, Section 5, DAMAGE AND DESTRUCTION, b. Time Period to Repair (i), is deleted in its entirety and replaced with the following:

If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 60 days after the date of the Casualty, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease.

8. General Conditions to USPS Lease, Section 10, GENERAL, c. Recording, is deleted in its entirety and replaced with the following:

Landlord shall be responsible for recording this Lease and for complying with its perceived obligations under California Government Code §37393.

9. Maintenance Rider Landlord Responsibility to USPS Lease, Section 1. g., is deleted in its entirety and replaced with the following:

Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every ten (10) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.

#### 10. LANDLORD IMPROVEMENTS:

Prior to occupancy by the Postal Service, Landlord shall install the required curb cuts, complete the necessary storefront reconfiguration and construct the necessary demising walls at its sole expense, as outlined in Exhibit A and Exhibit B.

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

#### 11. TENANT IMPROVEMENT ALLOWANCE:

Landlord will provide to the Postal Service a maximum Tenant Improvement ("TI") Allowance of \$200,000.00. Landlord shall reimburse the Postal Service within 30 days of the following:

- a. Satisfactory completion of improvements or alterations.
- b. Invoice from the Postal Service for work performed for improvements or alterations, accompanied by (i) an IRS Form W-9 in the name of the Postal Service, and (ii) an invoice from licensed contractors for all work to be reimbursed, substantiating the Postal Service's invoice requesting reimbursement.
- c. Upon completion, any as-built drawings that Postal Service has used for this project will be delivered to Landlord.

Landlord acknowledges that Postal Service is not required to pull permit for this or any project.





## General Conditions to USPS Lease

Facility Name/Location  
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116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

### 1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

### 2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service. If due to the death or dissolution of the original Landlord preventing the execution and delivery of the Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 10 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

### 4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below. The Postal Service shall also have the right to display and install the Postal Service and/or American flags in such common areas as reasonably determined by the Postal Service consistent with its operations.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the



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contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

### 5. DAMAGE AND DESTRUCTION

a. **Obligation to Repair.** If all or any portion of the Premises, parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or other similar casualty (each, a "**Casualty**"), Landlord shall, subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage so that the Premises and the parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are restored to a condition of similar quality, character and utility for the Postal Service's purposes and to the Postal Service's reasonable satisfaction. Landlord shall not be responsible for (i) repairing or restoring the Premises to the extent the Casualty in question results from the negligent act, omission or negligence of the Postal Service or its employees (in which event that portion of the costs of repairs for damage directly caused by the negligence of the Postal Service shall be the responsibility of the Postal Service), (ii) repairing or restoring any improvements, alterations, or additions installed by the Postal Service, or (iii) any furniture fixtures, equipment, or other personal property of the Postal Service.

#### b. Time Period to Repair.

~~(i) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 30 days after the date of the Casualty, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease. **SEE ADDENDUM #7**~~

(ii) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is untenable (i.e., not suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 90 days after the date of the Casualty, and shall complete the repair within 270 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease so that the Premises, if tenantable following the Casualty, remain tenantable.



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**c. Postal Service's Remedies.** If Landlord fails to meet any of the deadlines set forth in subsection b(i) or (ii), as applicable, then the Postal Service may (i) perform the repair (by contract or otherwise) and recover the cost plus a reasonable administrative cost and/or interest, by offsetting Rent and other payments and reimbursements due or to become due to Landlord under this Lease and/or any other lease with Landlord, or (ii) terminate the Lease upon 30 day's prior written notice with a termination date effective as of the date of such Casualty.

**d. Abatement of Rent.** Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate, in whole or in part, commencing on the date the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas or access thereto are untenantable or unfit for the Postal Service's use or occupancy and continuing until the Premises, common areas providing access to the Premises or parking areas are once again tenantable or fit for the Postal Service's use or occupancy, as applicable. The Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of such use and occupancy or the degree to which access to the Premises or parking for the Premises is reduced. The Postal Service shall attempt to continue the operation of its business on the Premises following a Casualty to the extent reasonably practicable consistent with life safety and good business practices. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for producing the contracts for repair and for the completion of construction when the Premises are deemed to be tenantable or untenantable by the Postal Service as described hereinabove. By way of example, and not in limitation, in the event that a Casualty occurs and the damage from the Casualty is such that the Postal Service reasonably determines that a portion of the Premises is suitable for the Postal Service's use and occupancy in the then ordinary course of its business, then while rent will abate for the untenantable portion as described above, the Landlord shall remain obligated to submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of building permits, if applicable, for the repair, within 30 days after the date of the Casualty, and complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty.

## 6. INSURANCE

**a. Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

**b. Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Upon request, Landlord shall provide the Postal Service with a copy of the certificate of



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insurance and premium bill evidencing Landlord's Insurance, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) Liability Insurance. Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

### 7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

**"Environmental Laws"** mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

**"Hazardous Materials"** mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.





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**"Environmental Contamination"** means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

**"Asbestos-Containing Material" (ACM)** means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

**b. Landlord Disclosure.** The Landlord shall disclose in writing to the Postal Service with regards to the Property: (i) the known presence of Environmental Contamination; (ii) the known presence, location and quantity of all ACM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACM; and (iii) any known information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems.

**c. Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures per paragraph 7.B, the Property is (i) free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Law regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

**d. Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay a portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) If non-friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey of the premises pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees at Landlord's sole expense, to remove and/or abate the friable ACM.

(iii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work,



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including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the 7 business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and access at all reasonable times to all samples and tests taken or conducted. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) If the Landlord fails to remove, or otherwise respond to in accordance with Environmental Law, any friable asbestos materials or Environmental Contamination, or fails to complete an AHERA asbestos survey and O&M plan with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

**e. Landlord Indemnification of Postal Service.** Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any





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violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service.

**f. Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

### 8. DEFAULTS

**a. Default by Postal Service.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

- (i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30 days after Landlord notifies the Postal Service in writing of such failure; or
- (ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

**b. Default by Landlord; Remedies.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, where such failure is not cured to the full satisfaction of the Postal Service within 30 days after written notice by the Postal Service to Landlord of said failure; provided, however, that if the nature of Landlord's default does not have a materially adverse impact upon the Postal Service's operations in the Premises (as reasonably determined by the Postal Service) and is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within such 30 days, thereafter diligently pursues such cure to completion, and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord; or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. In the event of a default by Landlord, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from the Rent next falling due; (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages arising from Landlord's default; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern.

**c. Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a



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"**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

### 9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.



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e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

### 10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable **SEE ADDENDUM #8**



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**d. Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

**e. Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**f. Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

**g. Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

**h. Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by the person to whom notices are to be addressed.

**i. Holding Over.** If the Postal Service remains in possession of the Premises or any part thereof after the expiration of the term, with or without the written consent of Landlord, such occupancy shall be on all the terms of this Lease with the exception that the Postal Service will continue to pay either the last rental rate in effect prior to the expiration or termination of the Lease or the fair market value (as determined by the Postal Service in its sole, but reasonable, discretion) of the leasehold, whichever is higher. If the parties agree to and execute a new lease or a lease extension, the rent paid during the holdover period will be adjusted to reflect the rate negotiated by the parties for the new lease or lease extension, and the difference, if any, will be paid to Landlord along with the new rent for the new lease or lease extension, or credited to the Postal Service, if applicable. The Postal Service may terminate the Lease during the holdover period upon 60 days' prior written notice to Landlord without any liability hereunder to Landlord. Failure by the Postal Service to deliver keys to the Premises to Landlord or to remove its personal property therefrom at the end of the Lease term shall not be construed as an act of holdover by the Postal Service.

**j. Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

**k. Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees



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and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

**l. Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

**m. Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is a digitally encrypted signature, then such digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

**n. Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (iii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

CITY OF ROSEVILLE

311 VERNON STREET, ROSEVILLE, CA 95678-2649

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

To the Postal Service at:

Contracting Officer

PO BOX 27497, GREENSBORO, NC 27498-0000

With a copy to:

Postmaster/Installation Head

116 S GRANT STREET, Roseville, CA 95678-9998





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Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord

**o. Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

**p. Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

**q. Real Estate Conflict of Interest Certification.** As condition to the effectiveness of this Lease, Landlord shall complete and return the "Real Estate Conflict of Interest" form attached to this Lease at the time of Landlord's execution and delivery of this Lease. If Landlord's certification in such form is false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided therein, then the Postal Service may (i) withhold rent and all other payments and reimbursements until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief. The Postal Service may exercise any or all of the foregoing remedies.

### 11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 9-3, Davis-Bacon Act (March 2006)<sup>1</sup>

Clause 9-7, Equal Opportunity (March 2006)<sup>2</sup>

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)<sup>3</sup>

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)<sup>4</sup>

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and





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"lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

- 
- <sup>1</sup> For premises with net interior space in excess of 6,500 SF.
  - <sup>2</sup> For leases aggregating payments of \$10,000 or more.
  - <sup>3</sup> For leases aggregating payments of \$10,000 or more.
  - <sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

Facility Name/Location  
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1. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
  - a. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
  - b. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
  - c. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of cooling the Premises to 68 degrees Fahrenheit (68°F) and heating the Premises to 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times. In addition, such system and equipment must provide heat to a minimum of 68 degrees Fahrenheit (68°F) and cooling to a maximum of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the USE Rider, any investigative and remediation cost associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
  - d. Boilers (heating and hot water supply) and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by



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Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. ~~Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.~~  
**SEE ADDENDUM #9**
- h. Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
- j. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls,



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under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.

2. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.
3. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, including by telephone, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.
4. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:
  - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
  - b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and



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c. take all other proper precautions to protect the health and safety of:

- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
- (2) Postal Service employees; and
- (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



## Utilities, Service, & Equipment Rider

Facility Name/Location  
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### 1. HEAT

Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider and pay for all fuel required for proper operation of the heating system.

### 2. AIR CONDITIONING

Landlord must furnish and maintain air-conditioning equipment in accordance with the Maintenance Rider and pay for all power required for proper operation of the equipment.

### 3. ELECTRICITY

Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider, and pay for all recurring electric bills.

### 4. LIGHT

Landlord must provide light fixtures in good working order and maintain, repair and replace the same to ensure that the light fixtures remain in good working order throughout the Lease term. Landlord is not responsible for replacement of light bulbs.

### 5. WATER

Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water charges.

### 6. SEWER

Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer charges.

### 7. TRASH

Landlord agrees to furnish and pay for all trash removal for the Premises and to furnish trash receptacles for use by the Postal Service in a location reasonably proximate to the entrance to the Premises.

### 8. SNOW

Landlord agrees to furnish and pay for the timely (but in no event later than as required by local law) removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.).

### 9. CUSTODIAL SERVICES

The Postal Service agrees to furnish and pay for all custodial services for the Premises.





## Renewal Option Rider (Market Value)

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Lease: QU0000591110

The Postal Service may exercise an option to renew this Lease pursuant to Paragraph 4, and given that the Lease does not designate a specific rental rate; the parties shall determine the appropriate, market value rent for that renewal term as follows:

1. Not less than 12 months prior to the expiration of the then current lease term, the Postal Service shall give written notice to Landlord advising Landlord of the Postal Service's opinion of the appropriate market value rent of the Premises, which shall be stated as a flat annual rate for the duration of the renewal option period. This opinion shall be based on an appraisal procured by the Postal Service at its sole cost and performed by a "Qualified Appraiser (as defined herein) prepared in accordance with the professional appraisal standards and practices as outlined in the Uniform Appraisal Standards for Federal Land Acquisitions, Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 and current version of the Uniform Standards of Professional Appraisal Practice (USPAP), as applicable (as applicable, each an "Appraisal Standard"). If certain approaches or requirements outlined in the applicable Appraisal Standard are not applicable to the subject assignment, such appraisal report must identify that approach or requirement, together with a brief explanation for its omission. Upon request, a copy of the appraisal's summary page/transmittal letter shall be provided to Landlord. A 'Qualified Appraiser' is an individual who holds a Certified General Appraiser license in the state or territory where the subject property is located and currently holds an MAI designation from the Appraisal Institute.
2. If Landlord disagrees with the written notice from the Postal Service advising Landlord of the Postal Service's opinion of the appropriate market value rent for the Premises, then Landlord shall at its sole cost within 30 days following receipt of such written notice from the Postal Service, procure an appraisal by a Qualified Appraiser prepared in accordance with the applicable Appraisal Standard. A copy of the appraisal's summary shall be provided to the Postal Service. If Landlord fails to provide an appraisal summary as specified herein, then the renewal term rent shall be the market value rent established by the Postal Service's appraisal in which event, the Postal Service shall then timely exercise the renewal option at such rent.
3. If Landlord's appraisal summary amount is within 10% of the Postal Service's appraisal summary amount, then the renewal term rent shall be the arithmetic average of the two appraisal summaries. The Postal Service shall then timely exercise the renewal option. If the difference between the two appraisal summaries is greater than 10%, Landlord and Postal Service shall attempt to agree in writing on the market value rent during the 30 day period following delivery of the Landlord's appraisal summary to the Postal Service (the "final negotiation period"). If the parties reach agreement on the market value rent, the Postal Service shall timely exercise the renewal option. If the parties are unable to reach agreement during the final negotiation period, then Landlord shall provide the Postal Service with a list of three Qualified Appraisers within 10 days after request from the Postal Service. The Postal Service shall select one appraiser from this list to perform an appraisal review (or, if Landlord fails to provide a list, the Postal Service shall select an appraiser) (the "Third Appraiser"). Within 30 days, the Third Appraiser shall review both full narrative appraisal reports, establish an appropriate annual market value rent for the renewal term and forward copies of the completed appraisal review to the Postal Service and Landlord. The Postal Service then may, but shall not be obligated to, timely exercise the renewal option. If the Postal Service elects to exercise the renewal option, the rent shall be established at 95% of the annual rental amount determined by the Third Appraiser for the renewal term of the Lease.
4. Landlord and Postal Service shall share equally the cost of the Third Appraiser, as follows. The Postal Service shall contract for the Third Appraiser using its standard Contract for Real Estate Services. Landlord shall reimburse the Postal Service 50% of the cost of the Third Appraiser within 60 days of presentation of the Third Appraiser's invoice(s). If Landlord fails to pay this 50% share within said time period, the Postal Service may deduct that amount from the following month's rent without further notice to Landlord.



## Renewal Option Rider (Market Value)

Facility Name/Location  
Roseville, CA, - Vernon Retail Station (056624-010)  
116 S GRANT STREET, Roseville CA 95678-9998

County: Placer  
Lease: QU0000591110

5. If the parties have not completed the appraisal/market value rent determination process and the date for the Postal Service to exercise the renewal option is approaching, the Postal Service shall timely exercise the renewal option at the Postal Service appraiser's market value rent figure (pursuant to paragraph 1 above) and shall not be considered a holdover tenant; provided that if the parties fail to complete the appraisal/market value rent determination process prior to the date for the Postal Service to exercise the renewal option due to the failure of the Postal Service to begin the rent determination process within the time frame set forth in paragraph 1 above, then if the Postal Service elects to exercise the renewal option, the rent for that renewal period shall be the Landlord's appraiser's market value rent figure (unless Landlord did not timely procure its appraiser's market value determination, in which event the Postal Service appraiser's market value rent figure shall apply). Once the renewal term's appropriate market value rent has been determined as noted above, the Postal Service will either pay to Landlord any incremental rental increase for this interim period or deduct any incremental rental decrease for this interim period from rent or other payments due to Landlord under the Lease.

ORDINANCE NO. 6243

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to cover building improvement costs and provide a tenant improvement allowance for the United States Postal Service Relocation Lease Agreement, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment in the amount of \$275,000.

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 \_\_\_\_\_, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk





## REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Wayne Wiley, Economic Development Manager FISCAL YEAR: FY2019-20  
 PREPARER NAME & TITLE: Wayne Wiley, Economic Development Manager COUNCIL DATE (if applicable): June 17, 2020  
 DEPARTMENT/DIVISION: Economic Development Department ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                                                                           |
|----------------|---------|--------|---------|-------------|-----------------------------------------------------------------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                                                                                       |
| 1030           | 6587    | 84001  | 500163  | \$275,000   | Establish budget for city costs to prepare 116 S grant for new tenant (i.e. building modifications and TI allowance). |
|                |         |        |         |             |                                                                                                                       |
|                |         |        |         |             |                                                                                                                       |
|                |         |        |         |             |                                                                                                                       |
|                |         |        |         |             |                                                                                                                       |
|                |         |        |         |             |                                                                                                                       |
| TOTAL          |         |        |         | 275,000     |                                                                                                                       |

### REVENUES/TRANSFERS IN

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

|                |         |
|----------------|---------|
| NET ADJUSTMENT | 275,000 |
|----------------|---------|

### FUND BALANCE

| FUND BALANCE   |         |        |         |             |                                                 |
|----------------|---------|--------|---------|-------------|-------------------------------------------------|
| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                     |
| Fund           | Account | Center | Project | Adjustment  |                                                 |
| 1030           |         |        |         | (275,000)   | Reduce fund balance for Post Office TI project. |
|                |         |        |         |             |                                                 |
|                |         |        |         |             |                                                 |
|                |         |        |         |             |                                                 |
|                |         |        |         |             |                                                 |
|                |         |        |         |             |                                                 |
| TOTAL          |         |        |         | (275,000)   |                                                 |

### Justification for Budget Adjustment:

The City is entering into a lease agreement with the USPS to lease 3,800 sf of space in the City owned building located at 116 S Grant. The current BA request is to allocate \$275,000 from the Strategic Improvement Fund to cover the City's obligated costs related to specific building modifications requested by the USPS (anticipated to total approximately \$75,000) and to provide a Tenant Improvement allowance (totaling \$200,000).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <br/> <small>REQUESTING DEPARTMENT HEAD / DESIGNEE</small> </div> <div style="width: 20%;"> <small>REQUIRED APPROVALS:</small><br/> <div style="font-size: 1.5em; font-family: cursive;">5/26/20</div><br/> <small>DATE</small> </div> <div style="width: 40%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <small>BUDGET MANAGER / DESIGNEE</small> <div style="text-align: right;"><small>DATE</small></div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <small>CITY MANAGER / DESIGNEE</small> <div style="text-align: right;"><small>DATE</small></div> </div> </div> |                     |
| <small>BUDGET DEPARTMENT USE ONLY:</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |
| <small>POSTED BY</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <small>DATE</small> |

Revised: June 24, 2019



## COUNCIL COMMUNICATION

**CC #: 0839**

**File #: 0800-03 & 0215-07**

**Title:** Urgency Ordinance to Suspend the Hydroelectric Rate Adjustment

**Contact:** Eric Campbell 916-774-5626 [ecampbell@roseville.ca.us](mailto:ecampbell@roseville.ca.us)

**Meeting Date: 6/17/2020**

**Item #: 9.2.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt an urgency ordinance amending Roseville Municipal Code section 14.24.052 and forgoing implementation of the hydroelectric rate increase on customer billings from July 1, 2020 to September 30, 2020.

### BACKGROUND

Roseville adopted the annual hydroelectric adjustment in 2009 to partially mitigate the impact of variations in hydroelectric resources on Roseville Electric Utility's energy supply costs. The hydroelectric adjustment is calculated based on the difference between average and actual hydroelectric energy generation that Roseville Electric Utility expects to receive for the next fiscal year. In wetter than average years, the hydroelectric adjustment can be a credit on customer bills. In drier than average years, the hydroelectric adjustment is a charge on customer bills. The hydroelectric adjustment applies to all residential and commercial customers.

As stated in the Roseville Municipal Code, the "hydroelectric adjustment will be implemented for all residential and general service electric billings." The Fiscal Year (FY) 2020-21 hydroelectric rate increase of 1.95 percent would have been effective from July 1, 2020 to June 30, 2021.

Customers are facing unprecedented economic hardships brought forth by the California state-mandated shelter-in-place order on March 19, 2020. Temporarily suspending the hydroelectric adjustment on customer billings from July 1, 2020 to September 30, 2020 will lessen the impact of utility bills during the summer months when electricity bills are typically higher.

Suspension of the hydroelectric adjustment is also consistent with Roseville Electric Utility's efforts to assist customers during the COVID-19 emergency. The utility is working closely with customers to discuss payment options, assistance programs, and has recently implemented the Residential Electric Relief Program, which offers bill credits to those most vulnerable.

### FISCAL IMPACT

The temporary suspension of the hydroelectric adjustment will reduce electric utility revenue by approximately \$900,000 in FY2020-21. The full financial impacts related to the COVID-19 emergency are unknown at this time and will be evaluated and assessed as more information becomes available.

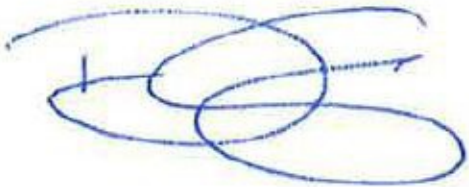
### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in 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 Statute Guidelines §1506(c)(3) and §15738. This urgency ordinance does not require any further environmental review.

Respectfully Submitted,

Eric Campbell, Electric Utility Financial Administrator

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

Description

Ordinance No. 6246



ORDINANCE NO. 6246

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TEMPORARILY  
SUSPENDING IMPLEMENTATION OF SECTION 14.24.052 OF CHAPTER 14.24 OF  
TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE  
HYDROELECTRIC ADJUSTMENT AND DECLARING THIS ORDINANCE TO BE  
EFFECTIVE JUNE 3, 2020 AS AN URGENCY ORDINANCE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. On March 4, 2020, Governor Gavin Newsom (“Governor”) proclaimed a State of Emergency in California as a result of the COVID-19 pandemic. A “Proclamation of the Existence of a Local Emergency and Authorization for the Director of Emergency Services/City Manager to Undertake Emergency Measures on Behalf of the City of Roseville” (hereinafter “Proclamation”) was approved by the City Council of the City of Roseville at a special meeting on March 17, 2020 proclaiming a “local emergency”. On March 19, 2020, the Governor issued Executive Order N-33-20 ordering all residents of California to stay at home (“Directive”), unless in the category of essential services.

SECTION 2. The City Council of the City of Roseville finds and declares that due to the current COVID-19 State of Emergency, Proclamation, and Directive, customers are facing unprecedented economic hardships, unemployment rates have greatly increased, and multiple utility payment assistance programs have been offered by the City to assist customers with discounts, credits, and payment plan options for utility bills.

SECTION 3. In 2009, the City of Roseville adopted the annual hydroelectric adjustment in Chapter 14.24 of Title 14 of the Roseville Municipal Code to partially mitigate the impact of variations in hydroelectric resources on energy supply costs. The Fiscal Year 2021 hydroelectric rate adjustment would be effective from July 1, 2020 to June 30, 2021. The City of Roseville desires to suspend the hydroelectric adjustment on customer billings from July 1, 2020 to September 30, 2020 in an effort to further lessen the financial impact on customers’ utility bills through the typically higher summer bill months.

Therefore, notwithstanding the provisions of Section 14.24.052 of Chapter 14.24 of Title 14 of the Roseville Municipal Code to the contrary, effective on billings from July 1, 2020 to September 30, 2020, a hydroelectric adjustment will not be implemented.

SECTION 4. This Ordinance is enacted by the City Council as an interim urgency ordinance and shall remain in effect from the date of adoption until September 30, 2020, after which time it shall expire and shall be of no further force or effect.

SECTION 5. This Ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect June 3, 2020. A statement of urgency is as follows:

The City Council of the City of Roseville finds and declares that the current COVID-19 State of Emergency, Proclamation, and Directive are causing unprecedented economic hardships to City utility customers and suspension of the implementation of the hydroelectric adjustment from July 1, 2020 to September 30,

2020 is essential for the orderly and necessary continuance of operations of the City.

SECTION 6. 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 shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote on rollcall:

AYES            COUNCILMEMBERS:

NOES            COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
City Clerk



## COUNCIL COMMUNICATION

**CC #: 0808**

**File #: 0201**

**Title:** City of Roseville FY2020-21 Budget and Citywide Position Allocation Schedule

**Contact:** Scott Pettingell 916-746-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)

**Meeting Date: 6/17/2020**

**Item #: 9.3.**

### RECOMMENDATION TO COUNCIL

Adopt the proposed FY2020-21 budget ordinance, and approve out-of-state travel requests and new vehicle requests. Also, approve the citywide position allocation schedule, as incorporated into the FY2020-21 budget document, effective July 1, 2020.

### BACKGROUND

**Fiscal Summary:** The FY2020-21 proposed budget totals approximately \$555 million from all funding sources. The total budget for the General Fund is approximately \$166 million, which includes operating (\$159 million) and non-operating (\$7 million). The General Fund budget is balanced with revenues equal to expenses, including a transfer of \$2 million from the General Fund Stabilization Reserve Fund.

**COVID-19:** The COVID-19 pandemic and resulting economic turmoil began in the middle of the City's budget development process. Staff had forecasted tax revenues and City departments had already estimated their department revenues and submitted their requests for augmentations. With the amount of fiscal uncertainty that exists with the economic downturn, staff have updated revenue forecasts and reduced the General Fund major tax revenues by \$14 million from the pre-pandemic forecast. However, given the fiscal uncertainty caused by the stay-at-home order and business closures, staff recognizes that actual tax revenues next year may be significantly different from these estimates.

Since the City will not have final sales tax data from April through June quarter until late August, staff will return to Council in October with a financial update and budget revisions based on the new information. With reduced revenue estimates and the status quo expenditure budget, the proposed budget reflects a \$2 million deficit that will be mitigated by a \$2 million transfer from the General Fund Stabilization Reserve Fund. However, the plan is to wait until after returning to Council in October with that financial update before transferring any resources from the reserve. With continued expenditure controls in place and with businesses starting to re-open and generate economic activity as this budget is finalized, the City will wait to maintain the reserve as long as possible.

**Positions:** Following is a summary of position allocation changes included in the FY2020-21 proposed budget. The proposed budget includes a net increase of 3.5 Full-Time Equivalent (FTE) General Fund positions to address critical service level requirements. The budget also

includes a net increase of 7.25 FTE positions in non-General Fund funds. Citywide, the budget increases staffing levels by 10.75 FTE positions after taking into account all new positions, eliminations, reclassifications, and transfers.

| Fund                                  | FTE Positions Added                                                                                                                                        | FTE Positions Eliminated | Net Change  |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------|
| General Fund                          | +1.00 Police Officer (School Resource Officer for new high school)<br>+1.00 Police Dispatcher<br>+1.00 Park Maintenance Worker<br>+0.50 Housing Technician | No Change                | +3.50 FTE   |
| EU Funds                              | +5.25                                                                                                                                                      | No Change                | +5.25       |
| Youth Development Fund                | +1.00                                                                                                                                                      | No Change                | +1.00       |
| Information Technology Operations ISF | +1.00                                                                                                                                                      | -1.00                    | No Change   |
| Fleet Services ISF                    | +1.00                                                                                                                                                      | No Change                | +1.00       |
| Overall Change                        | +11.75 FTEs                                                                                                                                                | -1.00 FTEs               | +10.75 FTEs |

In addition, the citywide position allocation schedule has been incorporated into the FY2020-21 budget document. In prior years, the position allocation was brought forward to City Council for consideration separately.

City Council Goals: The following City Council goals guided the budget process. The FY2020-21 budget document highlights the budget adds, services, and performance measures that align with these goals.

- Remain fiscally responsible in a changing world
- Expand community engagement and advocacy
- Maintain a safe and healthy community
- Enhance economic vitality
- Deliver exceptional City services
- Invest in well-planned infrastructure and growth

Measure B: The proposed budget includes \$18.5 million in additional Measure B revenues.

These revenues have allowed the City to maintain current service levels. Also, the establishment of the General Fund Stabilization Reserve Fund in FY2019-20 with Measure B funds has allowed the City to avoid reductions to service levels due to the COVID-19 pandemic.

Process: The proposed budget is the result of an extensive process that included a City Council strategic planning workshop, budget development updates, a utilities budget update, Capital Improvement Program budget overview, financial policies update, and budget hearings.

Outreach: The budget process included a public outreach effort that involved publishing budget information on the city website, in e-newsletters, and on social media.

General Fund Stabilization Reserve: The estimated beginning balance of this reserve is \$15.9 million in FY2020-21. After the \$2.1 million transfer from this reserve to balance the General Fund

budget the estimated ending fund balance is \$13.8 million.

General Fund Emergency Reserve: The estimated beginning balance of this reserve is \$15.6 million in FY2020-21. The City Council has established a policy of maintaining the General Fund Emergency Reserve at approximately ten percent (10%) of expenditures and transfers out. The purpose of this reserve is to have the ability to fund significant short-term issues such as expenditures during declared emergencies should the need arise.

Budget Ordinance: The annual budget ordinance includes the following modifications:

- Section 3.3 – Added section establishing budgets for non-capital multi-year projects. These projects and activities include projects crossing multiple fiscal years that do not involve capital purchases. Examples include maintenance work performed on a routine basis for facilities, bike trails, technology improvements, system assessments, and evaluations and grants.
- Section 3.14 – Added section authorizing the City Manager to increase appropriations in the Environmental Utilities funds from the respective fund's approved contingency budget.
- Section 5 – Revised the bid amount from \$23,338 to \$23,415 in accordance with the City Charter (Section 7.21)

### FISCAL IMPACT

The FY2020-21 proposed budget totals \$555 million from all funding sources. The budget document provides a financial summary for each City fund, department, capital improvement project, and non-capital multi-year project.

### ENVIRONMENTAL REVIEW

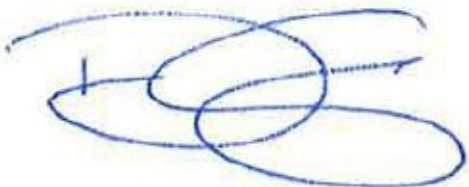
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378.

Adoption of the FY2020-21 budget and approval of out-of-state travel requests, new vehicle requests, and the citywide position allocation schedule meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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

Dominick Casey, City Manager

**ATTACHMENTS:**

Description

Ordinance No. 6237



ORDINANCE NO. 6237

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021,  
ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT,  
ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE  
REDEVELOPMENT AGENCY, AND ESTABLISHING THE  
SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY  
AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The proposed budget for the City of Roseville entitled "Proposed Budget Fiscal Year 2020-2021, City of Roseville, California," a copy of which is on file in the office of the City Clerk, is hereby adopted as the "Annual Budget Fiscal Year 2020-2021, City of Roseville, California."

SECTION 2. The proposed expenses, expenditures, transfers out, revenues, and transfers in shown in the fund, department operating budget and project summaries of the budget document, which are incorporated herein, are hereby appropriated to the departments and activities in the amounts and purposes therein stated. Encumbrances, expenses and expenditures of the various appropriations described in the budget document shall be made by those departments and employees designated therein as the requisitioning authorities.

SECTION 3. The following budget control policies shall become effective upon the adoption of this ordinance:

1. The operating Budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved within the major expenditure/expense summary categories of:
  - a. Salaries and Wages
  - b. Benefits
  - c. Materials, Supplies, and Services
  - d. Internal Reimbursements
  - e. Capital Outlay
  - f. Debt Service
  - f. Transfers Out
2. Capital Improvement Plan. The Capital Budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Capital Improvement Project.
3. Non-Capital Multiyear Projects. The non-capital multiyear project budget for the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Non-Capital Multiyear Project.

4. The City Manager or designee shall apply prudent monitoring procedures to assure that actual expenditures/expenses of the City and the Successor Agency of the Roseville Redevelopment Agency do not exceed the appropriations at the department level by fund.
5. The City Council delegates authority to the City Manager or designee to approve the movement of City Council approved appropriations within the same fund, excluding Capital Improvement and Non-Capital Multiyear Projects.
6. Appropriation increases, revenue increases, and transfers to or from funds shall require approval by the City Council.
7. The City Manager and Assistant City Manager/Chief Financial Officer are directed to maintain the General Fund Emergency Reserve at approximately ten percent (10%) of General Fund operating expenditures and transfers out, pursuant to the City's General Fund Reserves Policy. The City Manager and Chief Financial Officer are also directed to maintain reserves of ten percent (10%) of total operating expense and transfers out for applicable utility funds as a reserve for economic uncertainties.
8. The City Manager or designee is authorized to increase the Fiscal Year 2020-21 budget appropriations in the amount of the remaining unspent appropriations from the prior fiscal year for active capital and non-capital multi-year projects.
9. Annually, completed or inactive projects will be closed, except for projects that have existing litigation, payment disputes or other extenuating circumstances. An inactive project is defined as one where transaction activity is less than \$1,000 over the prior three years. Closures are the responsibility of the designated project manager. The managing department and the City Manager or designee have the authority to process the necessary documentation to close inactive projects. Unobligated appropriations for all inactive projects will expire on June 30, 2020, following the third full year of the last appropriation to the project.
10. All encumbrances for valid purchase orders and contracts in effect as of June 30, 2020, will remain in effect in the following fiscal year. The City Manager or designee is authorized to increase the Fiscal Year 2020-21 budget appropriations in the amount of the outstanding encumbrances for valid purchase orders and contracts as of June 30, 2020.
11. The City Manager or designee is authorized to eliminate funds as required for proper accounting and fiscal management when the purpose of a fund has expired and its fund balance has been expended.
12. The City Manager is authorized to revise any appropriation made in the Adopted Budget where the revision does not increase appropriations and is consistent with City Council intent.

13. The City Manager is authorized to increase appropriations in any department or project from the General Fund Administrative Contingency.
14. The City Manager is authorized to increase appropriations in the Environmental Utilities funds from the respective fund's contingency budget.
15. The City Manager is authorized to refine/add content, as may be needed to meet Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO) budgeting award requirements, in the Proposed Budget to create the FY2020-21 Approved Budget.

SECTION 4. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Roseville is hereby established in the FY2020-21 Approved Budget. The State Department of Finance provides the City the annual adjustment factors used in the appropriation limit calculation. The factors are the changes in the California Per Capita Personal Income and population levels for the City or the County.

SECTION 5. Sealed bids are required, pursuant to Section 7.21 of the Charter of the City of Roseville, for all purchases and public works involving the expenditure of twenty three thousand, four hundred fifteen dollars (\$23,415) or more. This amount has been inflated by the consumer price index per provision of Section 7.21.

SECTION 6. It is hereby ordered that a copy of this ordinance and the budget document be certified by the City Clerk and filed in the office of the City Clerk. The City Clerk is directed to post a copy of this ordinance in three (3) conspicuous locations in the City and enter the posting thereof in the Ordinance Book.

SECTION 7. This ordinance is required for the orderly operation and maintenance of municipal activities and the appropriations for usual and current expenses of the City and the Successor Agency of the Roseville Redevelopment Agency during the 2020-2021 fiscal year. Therefore, this ordinance shall take effect immediately upon passage hereof as an urgency ordinance, pursuant to Section 5.03 of the Charter of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 17th day of June, 2020 by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

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MAYOR

ATTEST:

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City Clerk



## COUNCIL COMMUNICATION

CC #: 0816

File #: 0103-34-02

**Title:** FY2020-21 Grants Advisory Commission Funding Recommendations

**Contact:** Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

**Meeting Date:** 6/17/2020

**Item #:** 10.1.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Grants Advisory Commission recommendation to fund twenty one (21) grant applications in the amount of \$386,000 from the Citizens Benefit Trust Fund (CBF) and \$2,400 from the Roseville Employees Annual Charitable Hearts (REACH) Fund.

### BACKGROUND

For the FY2020-21 Citizens Benefit Fund (CBF) and Roseville Employees Annual Charitable Hearts (REACH) funding cycle there is \$388,400 available for distribution from the following funds:

- \$386,000 from the CBF; and
- \$2,400 from the REACH Fund

Non-profit 501(c)(3) or (c)(4) organizations and private schools were eligible to apply, with the limit of one non-profit organization per school. Each organization was limited to one application, but the City Council removed a maximum funding limit three years ago, in an effort to generate the greatest benefit through more targeted funding. The goal of this policy shift was so that these local community funds could have a greater impact through fewer large awards. The Grants Advisory Commission (GAC) continues to implement this direction from the City Council and this year has recommended funding for 21 grant recipients.

The FY2020-21 funding cycle opened in ZoomGrants on December 9, 2019. The GAC conducted a televised applicant workshop on January 14, 2020 and applications were due by February 10, 2020.

Forty-one applications were submitted requesting grant funds. Staff reviewed each application for eligibility and completeness and, of the 41 requests, staff disqualified one application due to their failure to submit a final year-end report for the 2018-19 funding cycle. The total funding requested for the FY2020-21 is \$699,000.

Due to the COVID-19 pandemic and the Governor's shelter-in-place orders, the GAC met for a

public meeting via teleconference on May 12, 2020. The Funding Workshop was held by the GAC to make funding recommendations based on the combined average scores given to each application during their review process. The majority of the available funds are through the CBF and must be used by organizations for programs and services benefitting Roseville residents. Funds from REACH may be used for programs and services benefitting both Roseville and Placer County residents.

The top nine grant applications (those that scored above 85%) were recommended for full funding at 100% of their request for a total of \$176,500. The remaining \$211,900 of available funds was recommended for funding on the next twelve applications using the GAC "average" funding scores that were recommended when the Commissioners reviewed the applications in ZoomGrants.

A motion to approve the final recommendations was made by the GAC and a separate motion was required for four applications where Commissioners had abstained due to conflicts of interest.

The final recommendations are included as Attachment 1.

Per City Council direction, the transition to funding fewer grants with greater awards has resulted in continued concerns from grant applicants not recommended for funding or not recommended for full funding as requested. Staff has worked to provide information on application overall scoring and areas within the unfunded applications' scoring criteria that ranked lower, including any anonymous application-specific comments from Commissioners. In order to further align with City Council direction, the GAC continued to refine its scoring tool this year, which looks at a range of priorities for funding, including: demonstrated need, clearly defined outcomes, ability to achieve an impact on the identified need, community engagement, collaboration, budget stability, and other funding being leveraged. This year, staff used the ZoomGrants methodology for scoring which is the "trimmed average of scores".

At the May 6, 2020 City Council meeting, the Council approved the Kone' Consulting Community Needs Assessment (CNA) recommendations for purposes of guiding the use of the CBF and REACH. The CNA was designed to provide a relevant guide for the GAC recommendations and the City Council funding decisions for years to come. The recommendations were designed to be flexible and adaptable to our community needs, including the present COVID-19 community impact/need. The GAC has developed two subcommittees to evaluate and recommend implementation strategies for the Kone' Consulting recommendations to the City Council. It is anticipated that these implementation strategies will be brought to City Council for review and consideration in fall 2020.

To date, the CBF and REACH have together awarded \$16,556,907 to support non-profits within our community. Should the City Council approve the funding recommendations, the grant awards will be distributed to the grantees at the July 14, 2020 GAC meeting.

## FISCAL IMPACT

Funding these grants has no fiscal impact to the General Fund. The Citizens Benefit Trust Fund (CBF) was originally funded with the proceeds from sale of the Roseville Hospital and the funding for these awards comes from a portion of the interest earned on the fund balance. This year, the



CBF budget for interest available for community giving is \$386,000. The REACH funds are comprised of City of Roseville employee contributions, which totaled \$2,400 in available funding. These combined awards, totaling \$388,400, have been included in the FY2020-21 budget.

## ECONOMIC DEVELOPMENT / JOBS CREATED

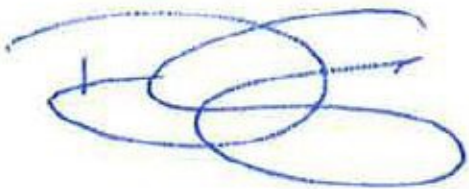
The funding granted to local non-profits is invested directly into the Roseville community and is used to support a variety of programs and services that benefit Roseville and Placer County residents. The funds granted through the CBF help to improve the quality of life in Roseville and is one of the key factors to attracting and keeping businesses in Roseville. Many of the dollars granted also directly create jobs by funding staff or contract workers for the local community organization.

## 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 Grants Advisory Commission funding recommendations meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

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Dominick Casey, City Manager

## **ATTACHMENTS:**

### Description

FY2020-21 CBF and REAC Funding Recommendations

| <b>2020-21 GRANTS ADVISORY COMMISSION</b><br><b>Citizen's Benefit Fund (CBF) and REACH Funding Recommendations</b> |                       |                         |                    |                      |
|--------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|--------------------|----------------------|
| <b>Organization Name / Application Title</b>                                                                       | <b>Combined Score</b> | <b>Requested Amount</b> | <b>CBF Funding</b> | <b>REACH Funding</b> |
| Placer Food Bank (PFB) / Feed Our Future (FOF)                                                                     | 90.60                 | 20,000.00               | 20,000.00          |                      |
| Lighthouse Counseling and Family Resource Center / NEW Roseville office expansion                                  | 89.40                 | 25,000.00               | 25,000.00          |                      |
| Tommy Apostolos Fund / Tommy Apostolos Shopping Day                                                                | 89.40                 | 14,000.00               | 14,000.00          |                      |
| Wellness Within Cancer Support Services / Wellness Within Community Cancer Wellness Project                        | 88.80                 | 17,500.00               | 17,500.00          |                      |
| St Vincent de Paul Society, Roseville Conference / Food Locker Program                                             | 87.25                 | 30,000.00               | 30,000.00          |                      |
| Placer Veterans Stand Down, Inc. / Placer Veterans Stand Down                                                      | 87.20                 | 10,000.00               | 10,000.00          |                      |
| Keaton's Child Cancer Alliance / Navigation Works                                                                  | 86.60                 | 30,000.00               | 30,000.00          |                      |
| The Petal Connection / The Petal Connection and Meals on Wheels Collaboration                                      | 86.20                 | 10,000.00               | 10,000.00          |                      |
| A Touch of Understanding, Inc. (ATOU) / A Touch of Understanding, Inc. (ATOU) Disability-Awareness Workshop        | 85.40                 | 20,000.00               | 20,000.00          |                      |
| Roseville Police Activities League, Inc. / Summer Program 2020                                                     | 84.80                 | 20,000.00               | 16,666.67          |                      |
| The Gathering Inn / Homeless Emergency Shelter & Supportive Services                                               | 84.75                 | 75,000.00               | 39,375.00          |                      |
| Sierra College Foundation / Care Pack Project                                                                      | 84.20                 | 25,000.00               | 18,100.00          | 2,400.00             |
| Seniors First / Senior Congregate Cafés                                                                            | 84.00                 | 15,000.00               | 13,400.00          |                      |
| Placer County Law Enforcement Chaplaincy / Placer County Law Enforcement Chaplaincy                                | 83.60                 | 15,000.00               | 12,000.00          |                      |
| Stand Up Placer, Inc. / Roseville Victims Services Project                                                         | 83.25                 | 40,000.00               | 27,000.00          |                      |
| Child Advocates of Placer County / Prosper Placer Collaboration                                                    | 82.60                 | 15,000.00               | 11,250.00          |                      |
| The Arc of Placer County / The Arc of Placer County's "On the Go" Program                                          | 82.60                 | 15,000.00               | 12,500.00          |                      |
| Placer Independent Resource Services / PIRS Assistive Technology Assistance Program                                | 82.20                 | 2,500.00                | 2,075.00           |                      |
| Assistance League of Greater Placer® (ALGP) / Operation School Bell® School Clothing                               | 81.60                 | 30,000.00               | 25,000.00          |                      |
| Campus Life Connection / Roseville Thriving Youth                                                                  | 81.40                 | 12,000.00               | 10,000.00          |                      |
| AMI Housing, Inc. / Housing & Supportive Services                                                                  | 79.00                 | 50,000.00               | 22,133.33          |                      |
| <b>TOTAL</b>                                                                                                       |                       |                         | <b>386,000.00</b>  | <b>2,400.00</b>      |



## COUNCIL COMMUNICATION

CC #: 0807

File #: 0103 & 0103-07-02 & 0103-09-02 & 0103-34-02 & 0103-44-02

**Title:** Board and Commissions Bi-Annual Vacancies

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

Meeting Date: 6/17/2020

Item #: 11.1.

### RECOMMENDATION TO COUNCIL

Recommend Council appoint two (2) individuals to the Economic Development Advisory Committee with terms expiring June 30, 2020 from the applications received from: Eric Avery, Joshua Emerson, Kayla Scott, George Titus, and Angela Tsukiji.

Appoint two (2) individuals to the Grants Advisory Commission with terms expiring June 30, 2020 from the applications received from: Joshua Emerson, Dawn Heywood, Nicholas O'Neill, Renee Perez, and Robert Reich.

Appoint two (2) individuals to the Planning Commission with terms expiring June 30, 2020 from the applications received from: Jonathan Martin, Tracy Mendonsa, Murial Moore, and John Prior.

Appoint one (1) individual to the Public Utilities Commission with a term expiring June 30, 2020 from the applications received from: John DeLacy and Einar Maisch.

### BACKGROUND

Appointments to the Economic Development Advisory Committee, Grants Advisory Commission, Planning 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 2020, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statement of Economic Interest (Form 700) for potential conflicts of interest. The application, video interviews, and attorney review are compiled and provided to the City Council for consideration.

### FISCAL IMPACT

There is no fiscal 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards and commissions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk

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

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Dominick Casey, City Manager