



AGENDA
May 10, 2017

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of April 17, 2017 City Council Special Budget Workshop, and the April 19, 2017 City Council meeting.

CC #: 8453

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Hillcrest and Crestmont Drainage Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Hillcrest and Crestmont Drainage Improvement Project and authorize staff to call for bids. The project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood. The construction estimate is \$3.1 million and is fully funded with Gas Tax. No General Funds are allocated for this project.

CC #: 8428

File #: 0900-04-02

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

6.3. 2017 Pedestrian Facility Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the 2017 Pedestrian Facility Improvement Project and authorize staff to call for bids. This project will upgrade a total of 108 curb ramps located at 50 intersections along various arterial roadways to current ADA standards. The estimate for the project is \$1,322,480.00. The project will be paid for with

\$600,000.00 of Federal Congestion Mitigation and Air Quality grant funds and City Roadway funds. No General Funds are being used for this project.

CC #: 8427

File #: 0900-04-02

CONTACT: Nick Graves 916-746-1300 ngraves@roseville.ca.us

6.4. Janitorial Products (RFQ 01-3033) - Purchase Orders Renewal

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-144 APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE AND SAC VAL JANITORIAL. This item requests authorization to renew purchase orders to Sac Val Janitorial for janitorial products. Purchases are made on an as needed basis throughout the year and the items are stocked in the City's Central Stores warehouse. The estimated annual cost is \$47,000.00 or not to exceed budgeted amounts. Funding is included in the Central Stores' FY2016-17 inventory replacement account and FY2017-18 inventory replacement account pending Council approval of budgets. End-using departments are ultimately charged when the products are purchased from Central Stores. This is the second of four optional renewal years. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8429

File #: 0203-04

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.5. Copy and Print Services - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-161 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OFFICE DEPOT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705068). Staff recommends Council authorize a service agreement for copy and print services to Office Depot, Inc. utilizing the National Association of State Procurement Officials (NASPO) Value Point contract number PD2454. The estimated cost from date of award through June 30, 2018 is \$85,000.00. Funding for \$12,000.00 is included in the FY2016-17 budgets of the Citywide departments that utilize the copy and print services, and funding for the remaining \$73,000.00 will be included in the FY2017-18 proposed budgets. Spending for all future renewals is contingent upon Council approval of budgets. The copy and print services are used by various departments Citywide on an as needed basis. Staff requests authorization to continue utilizing the contract without further Council approvals, or until City staff determines that continuing with the same vendor is not in the City's best interest, whichever occurs first.

CC #: 8450

File #: 0203-04

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.6. Paving and Striping Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-146 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA STRIPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170803A); and adopt RESOLUTION NO. 17-147 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA NATIONAL CONSTRUCTION, INC. DBA SIERRA NATIONAL ASPHALT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170804A). Staff recommends Council authorize two service agreements - one with Sierra National Asphalt and one with Sierra Striping Inc. to provide paving and striping services and repairs on an as needed basis throughout the City. The total annual value of each agreement is \$370,000.00, not to exceed annual budgeted amounts. Funding for these agreements are included in the Building Maintenance Division, Parks General Rehab Funds FY2016-17 budgets and proposed Facility Rehab Fund and Parks General Rehab Funds FY2017-18 budgets. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8431

File #: 0203-04

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

6.7. Liquid Cationic Polymer (RFQ 01-3112) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-145 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND POLYDYNE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703259). Staff recommends Council authorize a service agreement with Polydyne, Inc. for Liquid Cationic Polymer for the Dry Creek Wastewater Treatment Plant. Polymer is required to dewater anaerobic sludge produced during wastewater treatment. The estimated total for the initial contract term is \$323,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8430

File #: 0203-03

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

6.8. Power Plant Emissions Testing – Service Agreement

Memo from Power Generator Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-148 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF

ROSEVILLE AND MONTROSE AIR QUALITY SERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703255). This item requests approval of a service agreement with Montrose Air Quality Services, LLC to perform emissions testing in accordance with power plant facility operating permits. Total cost of the service is not to exceed \$200,000.00 over a period of five fiscal years. Funding for the total cost of the agreement is included in the Electric Operations Fund FY2016-17 budget.

CC #: 8432

File #: 0800-03

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

6.9. Power Plant Valve Test, Repair and Replacement – Services Agreements

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-149 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CALTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703251); and adopt RESOLUTION NO. 17-150 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CUSTOM VALVE SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703250). This item requests approval of a service agreement with Caltrol Inc. and a service agreement with Custom Valve Solutions, that will both provide valve related services and parts to the City's power plants. Total cost of the Caltrol Inc. agreement is not to exceed \$250,000.00. Total cost of the Custom Valve Solutions agreement is not to exceed \$500,000.00. Funding of \$750,000.00 is included in the Electric Operations Fund budget for FY2016-17.

CC #: 8433

File #: 0800-03

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

6.10. Power Plant Water Treatment Chemicals and Services – Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-151 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703254). This item requests approval of a service agreement with Solenis, LLC. for water treatment chemicals and services for Roseville Electric Utility. Total cost of the service will not exceed \$250,000.00 for a five year period. Funding for the total agreement is included in the Electric Operations Fund budget for FY2016-17.

CC #: 8434

File #: 0800-03

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

Resolutions

6.11.2015 Regional Surface Transportation Program Arterial Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-156 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2015 REGIONAL SURFACE TRANSPORTATION PROGRAM ARTERIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council accept the 2015 Regional Surface Transportation Program Arterial Resurfacing Project as complete and authorize the Public Works Director to execute the Notice of Completion. The project included the application of a microsurfacing pavement surface treatment, replacement of failed pavement sections, curb ramp reconstructions, and signal detector loop replacements at various locations throughout the City. The final construction cost was \$6,910,622.00 and was funded through the Local Transportation Fund, Gas Tax, and approximately \$6.3 million from the Regional Surface Transportation Program. No General Funds were used on this project.

CC #: 8444

File #: 0900-04-01

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

6.12. On-Call Resident Engineering and Inspection Services - Professional Services Agreements

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-162 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HANNA ENGINEERING, INC. DBA THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-163 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-164 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR CONSTRUCTION CONTROL CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of three Professional Service Agreements for on-call resident engineer and inspection services. The term of the agreements is three years with the option of two additional one-year extensions. The not-to-exceed fee for each agreement is \$1,500,000.00 over their three-year term. They will be funded through various approved Capital Improvement Project budgets. No General Funds will be used. These contract services allow existing City staff to complete more projects without hiring additional permanent City employees.

CC #: 8451

File #: 0800-04

CONTACT: Nick Graves 916-746-1305 ngraves@roseville.ca.us

6.13. Proposition 1B Grant Authorization for Transit Purposes

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-160 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT FY2016/17 PROPOSITION 1B TRANSIT SYSTEM SAFETY, SECURITY AND DISASTER RESPONSE ACCOUNT GRANT APPLICATIONS AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS. Staff requests Council authorization to apply for, and execute, all related forms and agreements for Proposition 1B Transit System Safety, Security, and Disaster Response Account grant funds totaling \$66,200.00. The grant funds will be used toward the City's 800 MHZ Radio Replacement Project.

CC #: 8449

File #: 0214

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

6.14. Utility Billing System Administration Services - Managed Services Agreement

Memo from Information Technology Program Manager Duke Arakaki and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-154 APPROVING A MANAGED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve an agreement for database system administration services for the Utility Billing Customer Information System (CIS) in the amount of \$64,600.00. Funding is included in the CIS Upgrade Capital Improvement Project budget.

CC #: 8437

File #: 0200

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

6.15. Street Closure Request - Roseville City Church Celebration - June 4, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-153 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROCK OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve the closure of South Grant Street between Vernon Street and Oak Street on Sunday, June 4, 2017 from 4:00 – 9:30 p.m. for The Rock of Roseville Church hosting the Roseville City Church Celebration event. All costs associated with this event for City services will be reimbursed by The Rock of Roseville Church.

CC #: 8436

File #: 0109-02

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

6.16. Avia Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-143 APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX. This item requests authorization to defer development impact fees for Avia Apartment Complex consisting of 300 units, as follows: 1) City Deferral to Building Permit Occupancy, of each multifamily building in the amount of \$ \$344,029.34 totaling \$5,160,440.10 for all fifteen apartment buildings; and 2) City Deferral Impact Fee Deferral to Building Permit Occupancy, of each Garage and Site permit in the amount of \$38,804.35. The fee deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit.

CC #: 8427

File #: 0215-07

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

6.17. Sierra Vista Substation Site Dedication

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-152 ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PARCEL FD-61 IN THE SIERRA VISTA SPECIFIC PLAN. This item requests Council approval to accept the Irrevocable Offer of Dedication in Fee Title for parcel FD-61 in Sierra Vista Specific Plan in order for Roseville Electric to proceed with substation construction activities. There is no cost associated with accepting parcel FD-61.

CC #: 8435

File #: 1004-01 & 0400-04-12

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

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

6.18. Antelope Creek Flood Control Project - Memorandum of Understanding and Budget Adjustment

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-158 APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE TIMING, SEQUENCING AND FUNDING OF THE ANTELOPE CREEK FLOOD CONTROL PROJECT, UPPER WEIR, BY AND AMONG THE PLACER COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, THE CITY OF ROCKLIN, THE CITY OF ROSEVILLE, THE TOWN OF LOOMIS AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5831 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a Memorandum of Understanding defining a \$601,397.00 loan from the City which will be funded from the Pleasant Grove Drainage Fund and be paid back, with interest, by the district over an estimated five year period. There are sufficient resources in the Fund to cover the loan. Construction of the upper weir is the first part of the district's plan to mitigate for development within the Dry Creek Watershed, and includes the replacement of the City's existing bicycle path and culvert crossing for the Antelope Creek Bike Trail as a part of the project.

CC #: 8447

File #: 0201-01 & 0309-01

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

6.19. Audit Services - Professional Services Agreement Amendment and Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-159 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VAVRINEK, TRINE, DAY & CO., LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5832 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve financial audit services for an additional audit of the Other Post Employment Benefit Trust Fund and the necessary budget adjustment allocating \$27,000.00 for audit services from the Other Post Employment Benefit Trust Fund.

CC #: 8448

File #: 0201-02 & 0201-01

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Ceremonial Documents

6.20. Resolution of Commendation and Appreciation to Jeffrey Druck

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

CC #: 8466

File #: 0102-10

END OF CONSENT CALENDAR

7. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

7.1. 2017 Program Year Annual Action Plan and Funding Recommendations for Community Development Block Grant Program

Memo from Housing Manager Danielle Foster and Economic Development Chris Robles recommending Council adopt RESOLUTION NO. 17-157 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017 ANNUAL ACTION PLAN AND THE 2017 FUNDING RECOMMENDATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2017 APPLICATION FOR FEDERAL ASSISTANCE AND CERTIFICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE OPERATING AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This item recommends adoption of an Annual Action Plan and corresponding funding recommendations for the 2017 Program Year of the federal Community Development Block Grant Program. The budget for this program is subject to federal allocation and relies on federal CDBG funding.

CC #: 8445

File #: 0113-02

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

7.2. Establishing the West Placer Groundwater Sustainability Agency - Memorandum of Agreement

Memo from Assistant Environmental Utilities Director Kelye McKinney and

Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-155 APPROVING A MEMORANDUM OF AGREEMENT ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests public review and Council approval of a Memorandum of Agreement between the Cities of Lincoln and Roseville, the Nevada Irrigation District, Placer County Water Agency and Placer County establishing the West Placer Groundwater Sustainability Agency (WP GSA) for a portion of the North American Subbasin of the Sacramento Valley Groundwater Basin. Formation of the WP GSA is being sought pursuant to the requirements of the Sustainable Groundwater Management Act of 2014 (SGMA). The SGMA establishes a new structure for sustainably managing California's groundwater resources at a local level. The SGMA mandates that all medium and high priority groundwater basins identified in the Department of Water Resources Bulletin 118 be managed by a GSA formed by June 30, 2017. Each GSA will then develop a Groundwater Sustainability Plan (GSP) by January 30, 2022, which will include plan components to assist the GSA in achieving groundwater sustainability within 20 years of GSP adoption. The City's first year annual contribution of \$50,000, or 18.2%, under this agreement are expected to be provided from the Water Operations Fund.

CC #: 8438

File #: 0800-02

CONTACT: Kelye McKinney 916-774-5552 kmckinney@roseville.ca.us

7.3. Placer Valley Sports Complex and Tourism Marketing District - Management District Plan Amendments

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-165 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DETERMINING THAT AMENDMENTS TO THE MANAGEMENT DISTRICT PLAN FOR THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT SHALL BE AUTHORIZED AND AMENDING THE AUTHORIZATION TO ISSUE BONDS. This is a request of Council to amend the Management District Plan in two respects: Placer Valley Tourism requests that the plan be amended to allow for the issuance of bonds for any project outlined in the Management District Plan and allow for the issuance of bonds by any public entity authorized to issue bonds under the plan, subject to the consent of the City.

CC #: 8452

File #: 0110-01

CONTACT: Dominick Casey 916-774-5288 dcasey@roseville.ca.us

7.4. Proposed Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019

Memo from Business Services Analyst Terri Shirhall and Environmental Utilities Director Richard Plecker recommending Council introduce for reading ORINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE

AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES; and receive public comment regarding proposed rate increases effective July 1, 2017 for water, wastewater, and solid waste rate increases, and associated amendments to the Roseville Municipal Code. The proposed rate adjustments would result in increased revenue necessary to maintain current utility levels of service.
CC #: 8446

File #: 0800-02

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

8. COUNCIL / STAFF / REPORTS/ COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8453
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of April 17, 2017 City Council Special Budget Workshop, and April 19, 2017 City Council meeting.

BACKGROUND

There is no background associated with this item.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development/jobs created with this item.

ENVIRONMENTAL REVIEW

Minutes is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

April 17, 2017 Minutes

April 19, 2017 Minutes



MINUTES
April 17, 2017

CITY COUNCIL SPECIAL BUDGET WORKSHOP

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the April 17, 2017 City Council Special Budget Workshop to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Susan Rohan.

4. MEETING PROCEDURES

Mayor Rohan announced the procedures for addressing Council during the Workshop format.

5. PUBLIC COMMENTS

No public comment received.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. FY2017-18 Budget Workshop

This item is an opportunity for staff to provide an update on the budget process, share recommendations, and receive feedback and direction from the City Council on the FY2017-18 Budget.

CC #: 8424

File #: 0201

CONTACT: Jay Panzica 916-774-5362 jpanzica@roseville.ca.us

Budget Workshop Overview and Key Takeaways

City Manager Rob Jensen made a presentation to the Council on the budget workshop overview including the purpose for the workshop as follows:

- Provide Council with the status of the FY18 budget
- Update Council on proposed service level reductions
- Receive Council consensus on proposed reductions

Budget goals:

- Balanced budget
- Revenues match expenses
- No use of reserve funds
- Implement policies to fund long-term liabilities
- Preserve core service levels

Budget Realities:

- Revenues up, but revenue growth slowing
- Costs increasing faster than revenue, examples: minimum wage, PERS, State/federal mandates
- Internal funds significantly underfunded
 - Building Internal Service Fund (ISF)
 - Information Technologies (ISF)
- Need to evaluate service levels to reduce costs by \$2.26 million

Service Levels:

- Service organization
 - Provide a service, not product
 - Salaries major cost driver (80 percent)
 - Implemented MOU's with labor groups and management to reduce long-term liabilities
 - Moved to contract services where appropriate
 - Completed efficiency audits in all departments
- Any further cost containments will affect service levels
- Need to prioritize what we do

Key Takeaways:

- Need to reduce costs by \$2.26 million
- We are a service organizations - people are our greatest cost
- Need to maintain long term budget strategy
 - Match revenues with expenses
 - Continue policies to fund liabilities
 - Develop policies to fund Building and IT Internal Service funds
- Engage community in establishing priorities

Mayor Rohan opened public comment.

No public comment received.

Mayor Rohan temporarily closed public comment.

Fiscal Update

Chief Financial Officer Jay Panzica made a presentation to Council on the FY 2/17-18 Budget Process.

Steps on budget as follows:

- Initial revenue and expense level forecasts - shortfall identified February 2017
- Created targets by department - basically status quo plus come adjustments for non-controllable costs
- Additional assignment to identify impact of reducing operation budget for materials & supplies by 10% - dollar and service-level impact
- Budget populated without the 10% reductions
- Proposed budgets to City Manager in March 2017
- Then budget populated with 10% reductions

Indicators:

- The cost of business is going up in almost areas
- Relatively minor increases in revenue, cost containment is a key component
- No room for growth of services, so priorities must be set

Identification of GF Shortfall:

\$1.5 million shortfall - February 2017

\$0.7 million less revenue/expense updates

\$1.5 million plus contingency goal

\$2.26 million total shortfall

Why Continue with a Contingency Fund?:

- Better prepares staff for a loss of revenue or unexpected costs
- Centralizes "what-if" funds in each department
- Moves discretionary spending from departments to the City Manager
- Moves spending to the highest and best use for the City, instead of the department
- Creates a new, lower run rate for spending
- Reduces request going to Council for use of fund balance

\$2.26 Million Target Reduction:

- a. \$800K Non Service Level Fire Efficiencies

- b. \$396K New Revenue (School officer, fees)
- \$764K Service Level Reductions
- c. \$300K Reduce Contingency to \$1.2 million
- \$2.26M Total

Key Takeaways:

- Revenues = Expenses
- Focus of cost containment
- Reduced staffing
- Reduced expenses
- Reduces contingency

Mayor Rohan opened public comment.

No public comment received.

Mayor Rohan temporarily closed public comment.

Service- Level Impacts

Assistant City Manager Dom Casey made presentation to Council on recommended reductions.

Overview of Reductions:

- Police Department - \$200K
- Fire Department - \$205K
- Public Works - \$378K
- Parks, Recreation, Libraries \$300K
- Other GF Departments \$239K

a. Police Department:

- New revenue for school resources officers
- Reduction to temporary personnel hours related to investigations and records
- Eliminated a vacant community services officer position

b. Fire

- Eliminated vacant public outreach position
- Reduction in part-time temporary salaries

c. Public Works

- Eliminated two vacant associate engineer positions
- Eliminated one vacant street maintenance works position
- New Funding: Senate Bill 1

d. Parks, Recreation, Libraries

- Close libraries and Maidu Museum on Fridays
- Contract customer service for libraries
- Eliminate part-time staffing for the upstairs service desk at Martha Riley Library
- Eliminate vacant recreation program leader position
- Eliminate vacant natural resource worker position
- Eliminate goat grazing in General Fund Open Space
- Eliminate July 4th fireworks
- Reduce non-routine tree maintenance

Mayor Rohan opened public comment.

Michael LePerch, spoke in opposition to eliminating thatch management, in opposition to cuts to public safety, in support of salary and pension reform, and in support of hiring a grant writer to seek additional funding.

Mayor Rohan closed public comment.

City Manager Rob Jensen requested Council decide if staff is moving in the right direction.

After discussion, Council consensus for staff to move forward as recommended.

Budget schedule was then shared with Council:

May 17, 2017 - City Council Receives Budget - available for public review

June 6-7, 2017 - City Council Budget Hearings

June 21, 2017 - City Council considers budget adoption

7. COUNCIL / STAFF / REPORTS/ COMMENTS

Community Coffee - Vice Mayor Gore announced on Thursday, April 20, 2017 at 5:30 p.m. she will be hosting a community coffee at St. John's Episcopal Church.

8. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 8:20 p.m.. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, CMC
City Clerk



MINUTES
April 19, 2017

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the April 19, 2017 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Alvord.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Proclamation - Big Day of Giving May 4, 2017

Proclaim May 4, 2017 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

CONTACT: Ryan Carroll 916-774-5265 RCarroll@roseville.ca.us

Mayor Rohan made the presentation to Jeannie Howell, Sacramento Region Community Foundation Community Impact Officer, who responded.

Others in attendance for presentation: Jiffy Darlington, Placer Land Trust Executive Director, Hallie Romero, Tommy Apostolos Fund Executive Director, and Tim Chiang, Blue Line Arts Board Member.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

Motion by Bonnie Gore, seconded by Tim Herman, to drop Item 7.5 from the agenda to be re-listed at a later date and that the remaining items be approved as recommended with Mayor Rohan abstaining from approval of the April 5, 2017 City Council meeting minutes. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the January 5, 2017 City Council meeting, March 27, 2017 City Council meeting, and April 5, 2017 City Council/Housing Authority meeting.

CC #: 8421

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

7.2. Laurel T. Stizzo (F-50) Park - Reject All Bids, Add to 2017 PreQualification List and Authorize ReAdvertisement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-135 REJECTING ALL BIDS FOR THE LAUREL T. STIZZO PARK PROJECT. This is a request to reject all bids, add Laurel T. Stizzo Park (F-50) to the 2017 pre-qualifications project list and seek authorization to re-advertise for new bids. The project was bid in December 2016 under the pre-qualifications criteria set forth for that year. The pre-qualifications process included a post-bid qualifications process for subcontractors. This is the first project where a post-qualification process was utilized. During the review of the bids, a number of unintended consequences with

the City's internal post-qualification process were discovered. These issues created a number of challenges that complicated the process of preparing a recommendation to Council for award of the project. With these concerns, it was determined that the cleanest and most prudent action was to reject all bids, address the issues associated with the post-qualification process, and re-bid the project. The architect's estimate for construction for the base bid is \$1,825,123.88. Funding for the construction was approved in the FY2015 budget using funds from the West Roseville Specific Plan Neighborhood Park Development Fund. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the General Fund.

CC #: 8405

File #: 0704-01 & 0203-21

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

7.3. Downtown Bridges and Trail Improvement Project - Rejection of Bid

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-132 REJECTING ALL BIDS FOR THE DOWNTOWN BRIDGES AND TRAIL IMPROVEMENT PROJECT. Staff requests Council reject the Downtown Bridges and Trail Improvement Project bid and authorize staff to re-advertise the project. The Downtown Bridges and Trail Project includes the rotation and refurbishment of the Rube Nelson "Icehouse" bridge, the Taylor Street (Library) bridge replacement, continuation of the Miners Ravine Class I Trail into Royer Park, modifications to the Oak Street parking lot, and laying back the stream bank in Royer Park for hydraulic flood mitigation purposes. The current construction estimate for the project is \$3,121,000.00 which is funded through Transportation Development Act funds, contributions from partner transit agencies, and several federal, state, and local grants. No General Funds are being used for this project.

CC #: 8401

File #: 0203-21 & 0201-01

CONTACT: H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

7.4. Miner's Ravine Bike Trail Sunrise Bridge Erosion Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Miner's Ravine Bike Trail Sunrise Bridge Erosion Project and authorize staff to call for bids. This project will restore the Miner's Ravine Creek bank along the bike trail under the Sunrise bridge by replacing approximately 65 cubic yards of rock filled gabion baskets and 35 cubic yards of rock slope protection. The estimated cost for the project is \$88,500.00. The project will be paid for with local transportation funds. No General Funds will be used.

CC #: 8390

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.5. Office and Cubicle Design and Reconfiguration Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-130 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170801A); and adopt RESOLUTION NO. 17-131 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170802A). Staff recommends Council authorize service agreements with Sierra Valley Moving and Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. This agreement includes four optional one year renewals. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 8399

File #: 0203-04

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

Item 7.5 dropped from agenda to be re-listed at a later date

7.6. Liquid Cationic Polymer (RFQ 01-3119) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-139 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703260). Polymer is required to dewater waste activated sludge produced during wastewater treatment. The estimated total for the initial contract term is \$338,333.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8414

File #: 0203-03

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

7.7. Open Space and Preserve Land Goat Grazing Services Agreement

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-134 APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ECOSYSTEM

CONCEPTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Services Agreement with Ecosystem Concepts, Inc., to provide grazing services within the City's Open Space and Preserve lands. \$363,366.00 for the first year of the services agreement will be funded as part of the approved Parks, Recreation & Libraries FY2017-18 budget. Total contract not to exceed \$1,816,830.00 over the next five years. Annual compensation amounts will be based on approved fiscal year budgets from the General Fund and the Preserve Fund.

CC #: 8404

File #: 0704-02

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

7.8. Vehicle Purchase Orders

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Cal Line Equipment Inc. for one Intimidator 18XP Brush Bandit wood chipper utilizing National Joint Powers Alliance (NJPA) contract 031014-BAN; and authorize a purchase order to Holt of California for one Caterpillar 918M wheel loader utilizing NJPA contract 032515-CAT. The total cost of one Brush Bandit wood chipper is \$71,476.38. The total cost of one Caterpillar 918M wheel loader is \$153,490.84. Funding is included in the FY2016-17 Auto Replacement Budget.

CC #: 8398

File #: 0203-01

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

7.9. Ballistic Vest and Helmet Systems - Sole Source Purchase Order and Budget Adjustment

Memo from Department Public Information Officer Dee Dee Gunther and Chief Daniel Hahn recommending Council adopt ORDINANCE NO. 5827 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and approve a sole source purchase order be issued to Aardvark Tactical for \$53,050.37 for the purchase of ballistic vest and helmet systems and related accessories for the SWAT team. The purchase order includes four (4) sniper kits, eleven (11) entry team kits, three (3) medic kits and one (1) helmet kit. The System 7 Armor used by the Roseville-Rocklin Regional SWAT team is only produced and distributed by Aardvark Tactical. Funds for this purchase were included in the Police Department's FY2017 budget.

CC #: 8386

File #: 0203-12 & 0201-01

CONTACT: Doug Blake 916-746-1058 dblake@roseville.ca.us

7.10. Vegetation Management and Firebreak Control - Service Agreement Renewal

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-129 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND H&N ENTERPRISES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703256). Staff requests Council approve the service agreement renewal between the City of Roseville and H&N Enterprises for installation of firebreaks and vegetation management services. Areas include City property, as well as private property which fails to meet the deadline for firebreak installation, based on California Fire Code 304.1.2 and the Title 19 of the California Code of Regulations. Base contract is \$91,000.00 with \$18,200.00 optional for work to be performed on private property. Total contract not to exceed \$109,200.00. Funding is included in the approved FY2016-17 budgets of the Fire Department, Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department.

CC #: 8397

File #: 0704 & 0320

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

Resolutions

7.11.2015 Regional Surface Transportation Program Arterial Resurfacing Project - Professional Services Agreement Amendment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-137 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an amendment to the professional services agreement with UNICO Engineering, Inc. for additional construction management (inspection and resident engineer) services for the 2015 Regional Surface Transportation Program (RSTP) Arterial Resurfacing Project. The cost of the additional services is \$80,000.00, bringing the total contract to \$681,310.93. The project is fully funded in part by the Local Transportation Fund, Gas Tax, and Federal RSTP funds. The funds have already been budgeted so no budget adjustment is necessary.

CC #: 8412

File #: 0900-04-01

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

7.12.Fiscal Year 2016-17 Transportation Development Act Claim

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt 17-138 APPROVING AND AUTHORIZING EXECUTION OF THE TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FY2016-17. This is a request to authorize the City Manager or his designee to sign and submit the annual Transportation

Development Act Claim for FY2016-17 to the Placer County Transportation Planning Agency in an amount not to exceed \$7,817,582.00.

CC #: 8413

File #: 0721

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

7.13. Sutter Health Getting to Zero Resolution

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-121 MEMORIALIZING THE CITY OF ROSEVILLE'S SUPPORT FOR THE SUTTER HEALTH GETTING TO ZERO CAMPAIGN, A REGIONAL CAMPAIGN TO ALIGN PUBLIC, PRIVATE AND PHILANTHROPIC PROGRAMS AND RESOURCES IN SUPPORT OF A LOW OR NO BARRIER APPROACH TO REDUCING HOMELESSNESS IN PLACER, SACRAMENTO AND YOLO COUNTIES. Staff is requesting this resolution to memorialize the City's commitment to the Sutter Health *Getting to Zero* campaign that is working to address the challenges of homelessness through regional coordination and public-private partnerships.

CC #: 8383

File #: 0214

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

7.14. Campus Oaks Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-133 APPROVING FEE DEFERRALS FOR THE CAMPUS OAKS APARTMENT COMPLEX. This item requests authorization to defer development impact fees for the Campus Oaks Apartment Complex consisting of 396 units, as follows: 1) City Deferral to Building Permit Occupancy, of each permit, in the amount of \$1,242,691.98; and 2) Impact Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$7,665,889.84. Both deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. The Fee Deferral to SCIP bonding is scheduled for the Fall 2017 bond cycle approval. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged per building permit. No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four months of building permit issuance.

CC #: 8402

File #: 0215-07

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

7.15. Street Closure Request - Movie Night Sing Along - May 13, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-136 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR MOVIE NIGHT SING ALONG. Staff is requesting the closure of South Grant Street on Saturday, May 13, 2017 from 6:00 – 10:00 p.m. for the City sponsored Movie Night Sing Along event. The budget for this event series is \$3,219.00 and is included in the approved Parks, Recreation & Libraries FY2016-17 approved department budget.

CC #: 8410

File #: 0109-02

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

7.16. Street Closure Request - Woof, Wine & Dine Event - May 12, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-127 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting the closure of South Grant Street between Vernon Street and Oak Street on Friday, May 12, 2017 for the Placer County Society for the Prevention of Cruelty (SPCA) to Animals Woof, Wine & Dine event. The closure times will be 4:00 – 6:00 p.m. and 9:30 – 11:00 p.m. All costs associated with this event for City services will be reimbursed by the Placer SPCA.

CC #: 8395

File #: 0109-02

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

7.17. Street Closure Request - Roseville Downtown Tuesday Nights - May 2, 2017 - July 25, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-128 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, EZEVENTS, INC. AND THE ROTARY CLUB OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting street closures for the Roseville Downtown Tuesday Nights (DTN) event every Tuesday night from May 2 – July 25, 2017 (with the exception of July 4th). Street closures included are South Grant Street between Oak Street and Vernon Street; Vernon Street between Lincoln Street and Taylor Street and Taylor Street between Oak Street and Vernon Street. The closure times will be 3:00 – 10:00 p.m. In support of DTN, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square. EzEvents, Inc. will be required to pay the special event permit application processing fee and weekly refuse fees.

CC #: 8396

File #: 0109-02

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

7.18. Short-Term and Non-Firm Point-to-Point Transmission Service - Service Agreement

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-126 APPROVING TRANSMISSION SERVICE AGREEMENTS BETWEEN THE CITY OF ROSEVILLE AND PACIFICORP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Transmission Service Agreements with PacifiCorp will allow the City to purchase capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreements as they are only enabling agreements.

CC #: 8408

File #: 0800-03

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

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

7.19. Westpark Community Facilities District #1 Budget Adjustment Fiscal Year 2017

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5825 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The approval of a budget adjustment for the Westpark Community Facilities District (CFD) #1 is necessary to true up the County Levy collection and the City budget. There is no impact to the General Fund as there are sufficient balances in the CFD to accommodate the requests.

CC #: 5827

File #: 0206-03-01 & 0201-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.20. Local Transportation Fund - Budget Adjustment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5824 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a budget adjustment for \$2,500,000.00 to move the funds within the Local Transportation Fund from Transit to the Transportation Fund to enable use of the funds for streets and road purposes. The funds were previously claimed during FY2010-11 through FY2014-15 for transit purposes, and in 2016 were re-claimed for streets and road purposes. The budget adjustment will move the \$2,500,000.00 to the appropriate fund.

CC #: 8389

File #: 0721 & 0201-01

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

7.21. Diamond Creek Community Facilities District # 1 Budget Adjustment Fiscal Year 2017

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica requesting Council adopt ORDINANCE NO. 5826 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to reflect the partial prepayment expense of the Diamond Creek Community Facilities District #1 bonds being paid by Lennar Homes. There is no impact to the City's General Fund. Lennar delivered the necessary funds to cover all costs associated with the bond call.

CC #: 8400

File #: 0206-03-01 & 0201-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.22. Police Department - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco, Police Services Administrator Katie Braverman, and Police Chief Daniel Hahn recommending Council adopt ORDINANCE NO. 5823 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has received revenue funds from both a state reimbursement and a contract refund from Intrado after the recent upgrade to the 9-1-1 telephone system. A budget adjustment is requested for \$16,866.00 due to the revenue from contract refund/reimbursement.

CC #: 8387

File #: 0323 & 0201-01

CONTACT: Katie Braverman 916-774-5037 kbraverman@roseville.ca.us

Ordinances (for second reading and adoption)

7.23. Second Reading - Hewlett Packard - Development Agreement Amendment

ORDINANCE NO. 5829 ADOPTING A SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES, LLC (QIP) RELATIVE TO THE ROSEVILLE HEWLETT PACKARD MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

CC #: 8367

File #: 0400-04-18-1

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

7.24. Second Reading - Municipal Code Amendment - Board of Appeals - Administrative Citations and Administrative Remedies Ordinance Update

ORDINANCE NO. 5828 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.26.020 OF CHAPTER 2.26, AMENDING SECTIONS 2.50.020, 2.50.040, 2.50.060, 2.50.070, 2.50.080, 2.50.090, 2.50.110 OF CHAPTER 2.50, AND AMENDING SECTIONS 2.52.040 AND 2.52.050 OF CHAPTER 2.52 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BOARD OF APPEALS, ADMINISTRATIVE CITATIONS AND ADMINISTRATIVE REMEDIES for second reading adoption.

CC #: 8423

File #: 0103-41-02

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Reports / Requests

7.25. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve a member of the Police Department's bomb squad to travel to Huntsville, Alabama from April 17-21, 2017 for an electronic countermeasure operator course. The FBI pays all costs associated with the course, including tuition, airfare, lodging and meals, and there will be no cost to the City.

CC #: 8391

File #: 0600-02

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Ceremonial Documents

7.26. Proclamation - Building Safety Month

Proclaim May 2017 as Building Safety Month and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

CC #: 8415

File #: 0102-06

CONTACT: Carla Winter 916-774-5332 cwinter@roseville.ca.us

7.27. Proclamation - Neurofibromatosis Awareness Month

Proclaim May 2017 as Neurofibromatosis Awareness Month and May 17th as World Neurofibromatosis Awareness Day.

CC #: 8416

File #: 0102-06

CONTACT: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

7.28. Resolution of Commendation and Appreciation for Jeanette Derobertis

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

CC #: 8423

File #: 0102-10

CONTACT: Susan Schinnerer 916-774-5204 sschinnerer@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) - Bond Issuance

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-140 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Concurrently with the issuance of the CFD#1 special tax refunding bonds, the developer (ATC Realty One, LLC) and its affiliate (Fiddymment 116 Lots, LLC) will issue CFD No. 5 special tax bonds to (i) prepay its portion of the CFD No. 1 special taxes and (ii) construct and acquire public facilities within CFD No. 5. The issuance will payoff 26% of CFD No. 1 2005 and 2006 Bonds and leave approximately \$6M (based on current market rates) of new money towards authorized facilities. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for debt service, CFD administration, and any authorized pay-as-you-go facilities. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 8417

File #: 0206

Jeannine Thrash 774-5473 jthrash@roseville.ca.us

Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us

Jay Panzica 774-5320 jpanzica@roseville.ca.us

Financial Analyst Vanessa Lieberman made the presentation to Council.

Administrative Analyst Jeannine Thrash continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-140 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

8.2. Fiddymment Ranch Community Facilities District No. 1- Bond Refunding

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-141 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The 2005 and 2006 series bonds have recently been identified for refunding in order to obtain debt service savings. Approximately 74% of the outstanding 2005 and 2006 bonds are being refunded while the remainder will be prepaid with the proceeds of the CFD No. 5 bonds. Based on current market conditions (subject to change), the preliminary cash flows for the Fiddymment Ranch CFD No. 1 refunding project net present value savings of approximately 7% of the refunded par. The refunding cash flow savings are estimated to be approximately \$300,000.00 per year. There will be no fiscal impact to the City of Roseville. All bond issuance costs will be paid from bond proceeds.

CC #: 8418

File #: 0206

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

Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Administrative Analyst Jeannine Thrash made the presentation.

Financial Analyst Vanessa Lieberman continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION 17-141 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS

FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

9. ORDINANCES

9.1. Community Priorities Advisory Committee - Formation & Work Program

Memo from Development Services Manager Mike Isom and City Manager Rob Jensen recommending Council provide direction to initiate a community-based process aimed at evaluating the City's General Fund operations and revenues. The goal is to find a way to balance the City's long-term financial obligations while maintaining fiscal stability and high-quality essential services and programs most valued by the community.

CC #: 8388

File #: 0103-21

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

Items 9.1 and 9.2 heard concurrently.

City Manager Rob Jensen made the presentation to Council.

Development Services Manager Mike Isom continued the presentation to Council.

Justin LaBlanc - Spoke to committee purpose and structure.

Motion by Tim Herman, seconded by Bonnie Gore, to approve the formation of a Community Priorities Advisory Committee (CPAC) to assess and prioritize essential, general-funded City services and programs with the following objectives: 1) develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service; 2) review aspects of key general-funded City operations, prioritizing community expectations for the levels of services provided by five general-funded City departments: Police; Fire; Parks, Recreation & Libraries; Public Works; and Development Services; 3) review fiscal strategies and constraints associated with continued delivery of high-quality services at current or increased levels; and, to adopt the Guiding Principles to be used by the CPAC in preparing its findings and recommendations to the City Council; and, to direct staff to prepare a scope of work, budget and contract for a consultant to assist in meeting facilitation; and, to direct staff to prepare a scope of work, budget and contract for a consultant to assist staff in developing a community engagement plan. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

9.2. Community Priorities Advisory Committee - Professional Services Agreement and Budget Adjustment

Memo from Development Services Manager Mike Isom and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-142 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MOORE IACOFANO GOLTSMAN, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5830 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a request for a budget adjustment allowing expenditure of \$100,000.00 from the Strategic Improvement Fund associated with the Engage Roseville/Community Priorities Advisory Committee project. Also requested is a approval of a professional services agreement not to exceed \$47,885.00 with Moore Iacofano Goltsman, Inc. for professional meeting facilitation, graphic recording, and documentation of committee meetings.

CC #: 8420

File #: 0103-21 & 0201-01

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

Items 9.1 and 9.2 heard concurrently.

Development Services Manager Mike Isom made the presentation to Council.

No public comment received.

Council consensus to add additional questions to the application as follows:

1. Why are you interested in serving on this committee?
2. What are your particular areas of interest or concern as they relate to programs, facilities, or levels of service provided by the City of Roseville police, fire, parks recreation & libraries, public works and/or development services departments? Please explain why.
3. Please describe relevant experience, if any, working in or around municipal or other level of government, particularly as it relates to budgeting or operations similar to the five City of Roseville departments being evaluated by this committee.
4. Please describe any unique skills or background you possess that might benefit the committee in completing its work (e.g., budgeting, financial analysis, analytical/technical writing, etc.).
5. If applying for an at-large position, what focus area(s) (i.e., RCONA, large employer, small business, resident, Downtown business owner) do you feel you best represent and why?
6. Disclaimer that applicant acknowledges that participation on the committee requires regular attendance at meetings from 6-8 p.m. on the second and fourth Wednesdays of each month from July 2017-March 2018, and they are prepared to make that commitment.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-142 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MOORE IACOFANO GOLTSMAN, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and, adopt ORDINANCE NO. 5830 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. 2016 Crime Rates and Trends Report

Memo from Police Chief Daniel Hahn with an overview of the City's 2016 crime and traffic statistics, regional and long-term trends, and the department's strategies for addressing them.

CC #: 8407

File #: 0102-11

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Police Chief Daniel Hahn made the presentation to Council.

No public comment received.

For information only. No action required.

10.2. FY2017-18 Information Technology Internal Service Fund Review

Memo from Information Technology Program Manager Roger Root and Chief Information Officer Hong Sae recommending Council accept an informational item regarding the Internal Technology Service Fund.

CC #: 8403

File #: 0800-05

CONTACT: Roger Root 916-774-5120 rroot@roseville.ca.us

Chief Information Officer Hong Sae made the presentation to Council.

Information Technology Program Manager Roger Root continued the presentation to Council.

No public comment received.

For information only. No action required.

10.3.Strategy Assessment Reporting on Technology Security

Memo from Information Technology Information Security Administrator Norm Hinman and Chief Information Officer Hong Sae recommending Council accept an informational item with findings from the Citywide Strategic Technology Security Assessment.

CC #: 8409

File #: 0102-11

CONTACT: Norm Hinman 916-774-5408 nhinman@roseville.ca.us

Chief Information Officer Hong Sae made the presentation to Council.

IT Division Manager Tom Pelster continued the presentation to Council.

Executive Director-Office of CISO at OPTIV Norman Kromberg continued the presentation to Council.

Information Technology Information Security Administrator Norm Hinman continued the presentation to Council.

No public comment received.

For information only. No action required.

10.4.Community-Access Television Station - Recommendation to Discontinue Use

Memo from Public Affairs and Communications Director Megan MacPherson recommending Council consider discontinuing operation of the community-access television station in the Riley Library building when Comcast funding ceases for the two Comcast contractor positions charged with operating the facility. Funding will end December 31, 2017 upon expiration of the current Comcast franchise agreement. Widespread access to video technology and the increasing role of social media and other broadcast platforms have contributed to declining usage of the facility. This recommendation will result in zero impact to the General Fund.

CC #: 0102-11

File #: 8411

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

Public Affairs and Communications Director Megan MacPherson made the presentation to Council.

Al Gonzalez, Comcast employee - Spoke in opposition.

David Larson, Comcast employee - Spoke in opposition.

Justin LeBlanc - Spoke in opposition.

Kelley Scarsbrook-Newstead - Spoke in opposition to closure of the community access television station and requested time to research establishing a non-profit organization to continue the operation of the television station by donations, grants, fundraising or other revenue sources must present a feasible plan to the City Council no later than August 31, 2017.

Mayor Rohan read a comment into the record submitted by Franklin Weinstein stating support for continuing the internet broadcasting of meetings.

Motion by Tim Herman, seconded by Susan Rohan, to approve discontinuation of the operation of the community-access television station in the Riley Library building when Comcast funding ceases for the two Comcast contractor positions charged with operating the facility on December 31, 2017. In addition, Council will not fund the two contractor positions once Comcast funding ceases. Parties interested in establishing a non-profit organization to continue the operation of the television station by donations, grants, fundraising or other revenue sources must present a feasible plan to the City Council no later than August 31, 2017. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

11. PUBLIC HEARING

11.1. 2017 Weed Abatement - Public Hearing

Memo from Fire Inspection Supervisor Rob Arnett and Fire Chief Rick Barteo recommending Council adopt RESOLUTION NO. 17-125 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. On March 15, 2017, the City Council approved a resolution declaring all weeds, rubbish, dirt and/or rank growths a public nuisance. It also set the date, time, and place for the required public hearing. This resolution is the second and final step necessary to initiate the 2017 Weed Abatement Program. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

CC #: 8385

File #: 0320-01

Rob Arnett 916-774-5827 rarnett@roseville.ca.us

Mayor Rohan opened the public hearing.

Fire Division Chief Jason Rizzi made the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-125 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

12. COUNCIL / STAFF / REPORTS/ COMMENTS

Airbnb/VBRO Rentals - Councilmember Gore requested Council consensus for staff to report back with agenda item regarding regional practices for home rentals via Airbnb or VBRO - Council consensus received.

Campaign Finance Reporting and On-line Filing - Councilmember Allard requested Council consensus for staff to report back with agenda item regarding potential changes to Campaign Finance Reporting practices and on-line reporting - Council consensus received.

13. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 9:17 p.m. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, CMC
City Clerk



COUNCIL COMMUNICATION

CC #: 8428

File #: 0900-04-02

Title: Hillcrest and Crestmont Drainage Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

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

Meeting Date: 5/10/2017

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the plans and specifications for the Hillcrest and Crestmont Drainage Improvement Project and authorizes staff to call for bids.

BACKGROUND

The Hillcrest and Crestmont Drainage Improvement Project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood.

The larger portion of the drainage project will take place in the Hillcrest neighborhood which was constructed in the 1940's and 1950's. The Hillcrest neighborhood is located west of I-80 between Darling Way and Douglas Blvd (please see attached location map). Portions of the neighborhood frequently see standing water in the streets adjacent properties and garages. This results in numerous drainage related complaints and maintenance requests. Initially, the source of the drainage issue was identified as the original "old-style" storm drain inlets which can easily clog with debris. This is a frequent problem, especially during the fall months as leaves drop from the mature trees in the neighborhood. However, after further analysis, it was determined that upgrading inlets alone would have minimal benefits without replacing the undersized storm drain pipes throughout the neighborhood. Even if the storm drain inlets did not clog with leaves, the storm drain pipes are too small to carry all of the storm water to the creek.

Staff consulted with Wood Rodger's, Inc., an engineering firm who specializes in drainage improvements, to have a drainage study and subsequent improvement plan developed. The final improvement design will be capable of fully conveying a 10-year peak storm discharge, bringing the storm drain system up to current City standards. To achieve this, the storm drain main line is required to be upsized over the entire project area. Additionally, the project includes the upgrade to the storm drain inlets, installation of curb ramps, and the replacement of damaged sections of curb and gutter. Staff is aware of the pavement condition in the Hillcrest neighborhood. We have been holding off on performing any resurfacing work in this area because we knew we first

needed to upgrade the storm drain system. Our plan is to rehab and resurface the streets in the Hillcrest area as a separate project in 2018.

The second portion of the project is the installation of a diversion storm drain pipe on Piedmont Way from Sheridan Avenue to S. Cirby Way in the Crestmont neighborhood. The Crestmont neighborhood is located south of Cirby Way near the intersection with Rocky Ridge Drive. This storm drain system routinely flows to capacity and is prone to causing street flooding down-system from the Piedmont Way and Sheridan Avenue intersection resulting occasional impacts to residential garages. The diversion of the storm drainage will significantly reduce the flow down-system of Piedmont Way allowing for increased capacity at the previously overflowing curb inlets.

We anticipate construction to begin in late July 2017, with completion by December 2017.

Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for Council's review.

PUBLIC COMMUNICATION: Prior to construction, staff will be mailing an informational flyer to all residents within the project area informing them of the upcoming project, what to expect, and anticipated construction schedule. The mailer will also contain an invitation to a neighborhood meeting to discuss project specifics as well as any concerns. Additionally, staff will be working with the Public Works Marketing & Communications Analyst to disseminate the latest project information through the City's communication channels including but not limited to, e-mail/text message notifications, social media, and earned news coverage.

FISCAL IMPACT

The engineer's estimate for this project is \$3.1 million and is fully funded with Gas Tax. No General Funds are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this amendment will create 33.7 jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

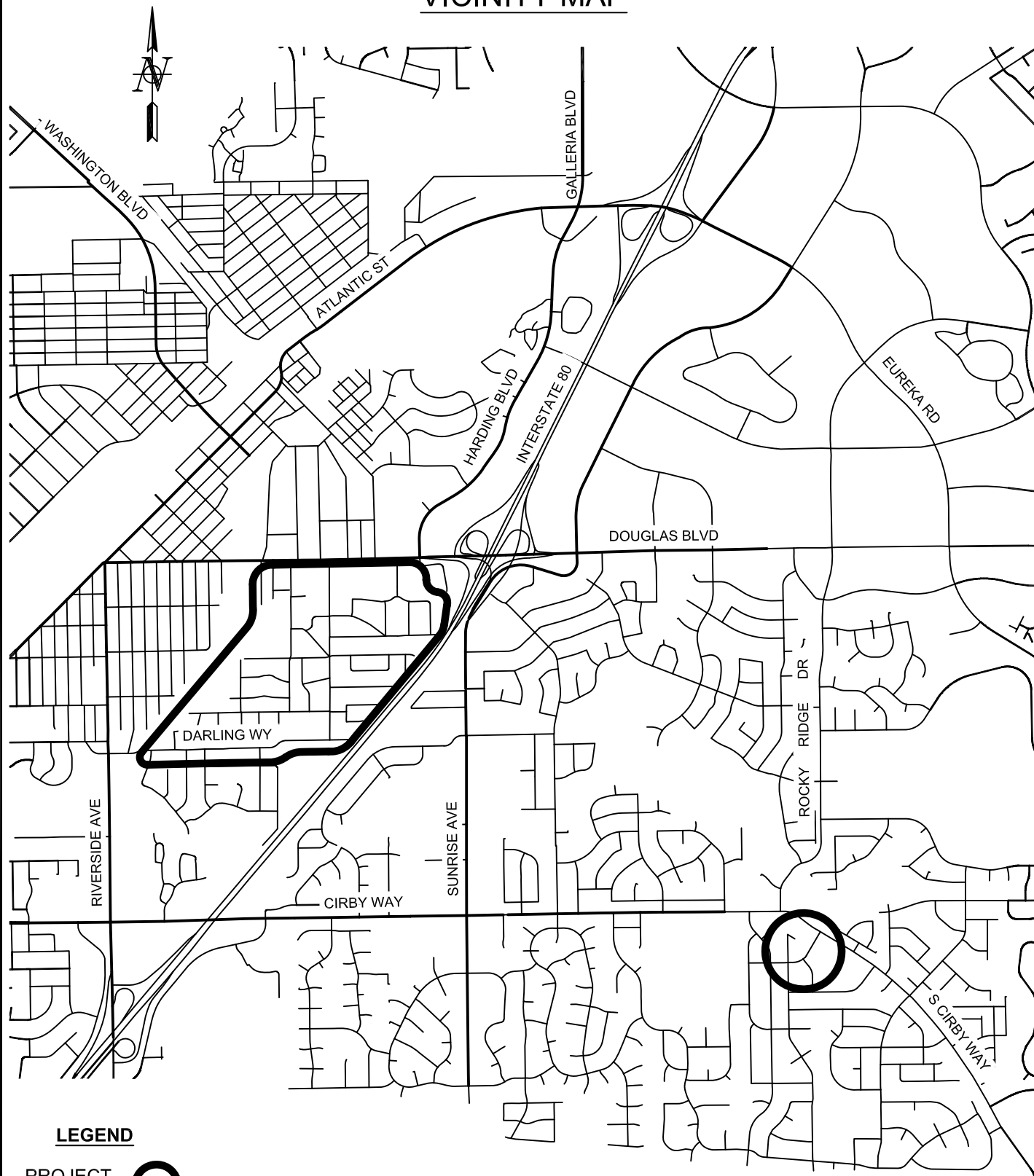
Description

Project Location Map

Project Manual Cover

"EXHIBIT A"

HILLCREST AND CRESTMONT DRAINAGE IMPROVEMENT PROJECT VICINITY MAP



LEGEND

PROJECT
LOCATION



Hillcrest & Crestmont Drainage Improvement Project

Public Works - Engineering





COUNCIL COMMUNICATION

CC #: 8427

File #: 0900-04-02

Title: 2017 Pedestrian Facility Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Nick Graves 916-746-1300 ngraves@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the 2017 Pedestrian Facilities Improvement Project and authorize staff to call for bids.

BACKGROUND

A joint technical assistance letter issued by the United States Department of Justice and the Federal Highway Administration in 2013 requires all curb ramps adjacent to roadways targeted for resurfacing to meet Americans With Disabilities Act (ADA) requirements. In compliance with this directive, this project will improve curb ramps along arterial streets that are scheduled to be resurfaced in the summer 2018.

A total of 108 curb ramps located at 50 intersections will be will be upgraded to current ADA standards (see attached map). These intersection are located along Blue Oaks Blvd, Pleasant Grove Blvd, Woodcreek Oaks Blvd, Stanford Ranch Rd, E Roseville Pkwy, Sierra College Blvd, Eureka Rd, Cirby Way, Orlando Ave, and Vernon St (between Douglas Blvd and Cirby Way). Attached Exhibit A shows the locations of the ramps that will be improved.

Public Outreach

Public Works Staff will be working with our communication team to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page, traffic alerts and social media.

FISCAL IMPACT

The engineer's estimate for this project is \$1,322,480.00. The project is funded with \$722,480.00 of Roadway funds and \$600,000.00 of Federal Congestion Mitigation and Air Quality grant funds. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project will create 14.4 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Council approval of the Plans and Specifications of the 2017 Pedestrian Facility Improvement Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Graves, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

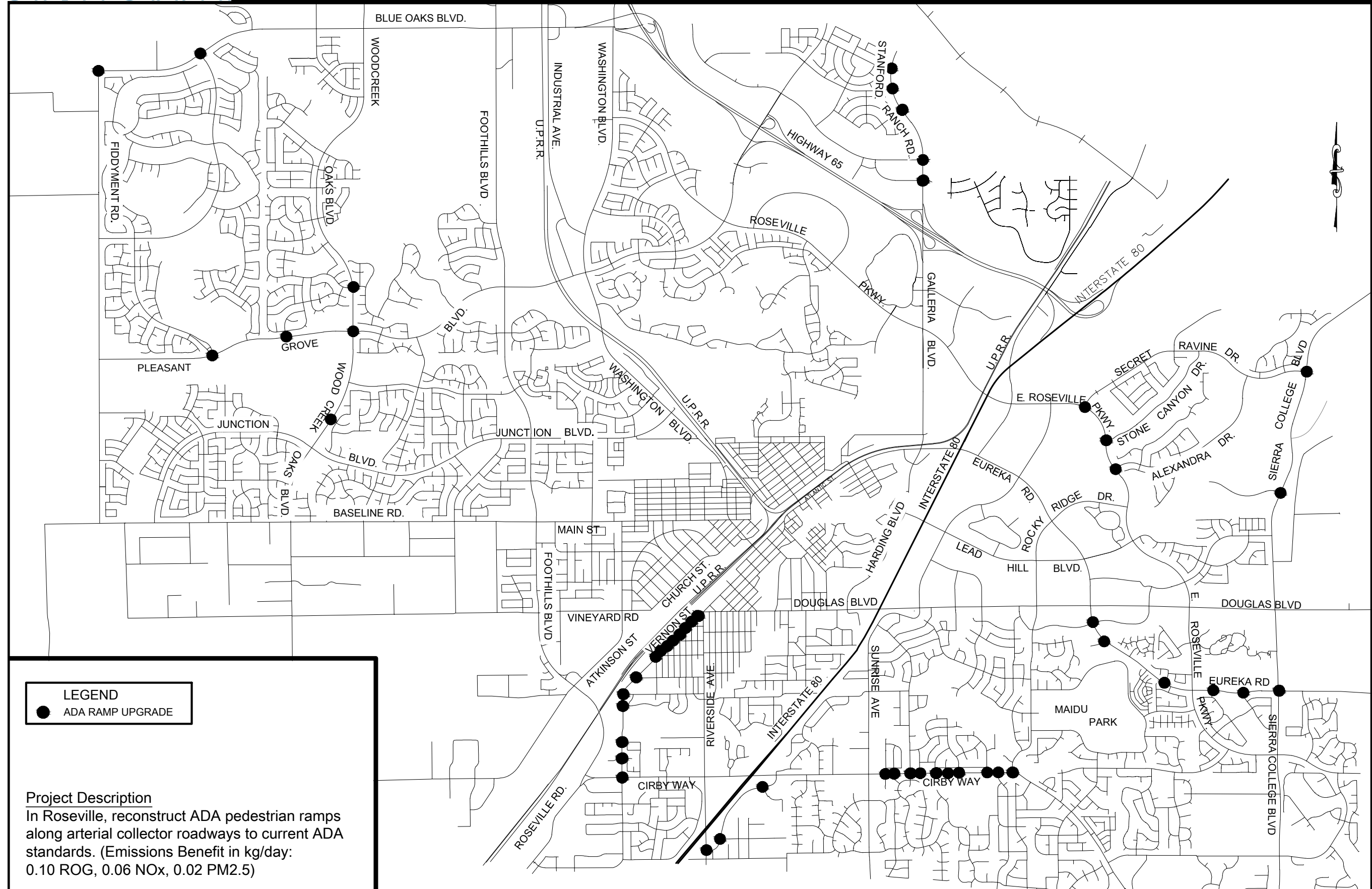
ATTACHMENTS:

Description

Location Map

Specifications

Plans



2017 Pedestrian Facilities Improvement Project

Public Works - Engineering



311 Vernon Street • Roseville, CA 95678 - 2649
www.roseville.ca.us/engineering

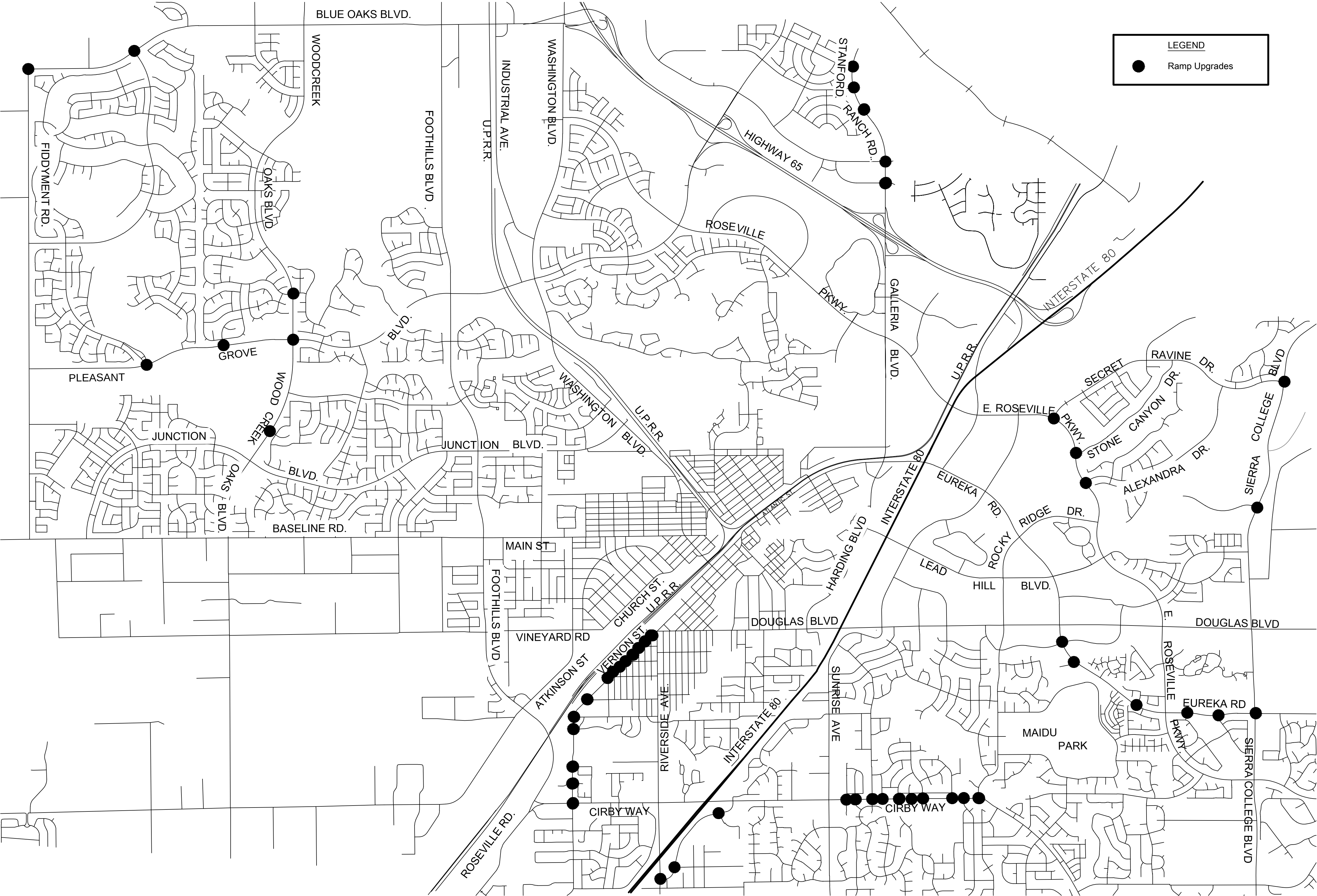


A complete set of the project specifications are available for review at the City Clerk's Department



2017 PEDESTRIAN FACILITY
IMPROVEMENT PROJECT

CML-5182(075)



LEGEND

Ramp Upgrades

SHEET INDEX

SHEET NO.	STREET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	BLUE OAKS BLVD.
4	PLEASANT GROVE BLVD.
5	WOODCREEK OAKS BLVD.
6-7	STANFORD RANCH RD.
8	EAST ROSEVILLE PKWY.
9	SIERRA COLLEGE BLVD
10-11	EUREKA RD.
12-14	CIRBY WAY
15	ORLANDO DR
16-17	VERNON STREET
18-61	"CR" SHEETS
62-64	SIGNAL IMPROVEMENTS

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES		PHONE
U.S.A.	U.S.A.		800-612-2444
TELEPHONE	CONSOLIDATED COMS.	GRETCHEN HILDEBRAND	786-1195
GAS	PACIFIC GAS & ELECTRIC	JEANNETTE JOHNSON	530-889-3147
ELECTRIC	ROSEVILLE ELECTRIC	RICK CORRAL	774-5618
FIRE	ROSEVILLE FIRE DEPT.	PATRICK CHEW	774-5805
WATER	CITY OF ROSEVILLE	JIM MULLIGAN	774-5750
SEWER	CITY OF ROSEVILLE	KEN GLOTZBACH	774-5750
DRAINAGE	CITY OF ROSEVILLE	JERRY DANKBAR	774-5790
CABLE T.V.	COMCAST		648-8310

ENGINEER IN RESPONSIBLE CHARGE:

JASON A. SHYKOWSKI
PRINCIPAL ENGINEER
CITY OF ROSEVILLE
RCE C058234

DATE

APPROVED BY:

RHON L. HERNDON
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE C050909

DATE

TS-1

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____
DESCRIPTION _____

DESIGN BY: NG
DRAWN BY: BD
CHECKED BY: NG
SCALE: NONE
DATE: JULY 2016
PROJECT NO: 162505

PRINCIPAL ENGINEER

PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2017 PEDESTRIAN FACILITY IMPROVEMENT
PROJECT
TITLE SHEET

CITY OF ROSEVILLE

CALIFORNIA

1
OF
64

A complete set of the project plans are
available for review at the City Clerk's
Department



COUNCIL COMMUNICATION

CC #: 8429
File #: 0203-04

Title: Janitorial Products (RFQ 01-3033) - Purchase Orders Renewal
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize renewal of purchase orders to Sac Val Janitorial for janitorial products with purchases to be made on an as needed basis throughout the year. The estimated annual cost is \$47,000.00 or not to exceed budgeted amounts.

The initial contract for RFQ 01-3033 was awarded on 4/15/15 and the renewal contract period is through April 15, 2018. This is the second of four optional renewal years. Staff requests authorization to continue renewing 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 Building Maintenance, Custodial, and Parks, Recreation and Libraries Divisions have ongoing requirements for consumable paper, degreasers, cleaning and plastic products in support of custodial services for City facilities. These products are stocked in the Central Stores warehouse and purchased by the departments as needed.

FISCAL IMPACT

The estimated annual cost is \$47,000.00. Funding is included in the Central Stores' FY2016-17 inventory replacement account and FY2017-18 inventory replacement account pending Council approval of budgets. End using departments are ultimately charged when the products are purchased from Central Stores.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-144

RESOLUTION NO. 17-144

APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE
AND SAC VAL JANITORIAL

WHEREAS, a purchase order renewal for janitorial products, between the City of Roseville and Sac Val Janitorial, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order renewal is approved and the City Manager or his designee is additionally authorized to execute two optional one-year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest, whichever occurs first.

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 #: 8450
File #: 0203-04

Title: Copy and Print Services - Service Agreement
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement for copy and print services to Office Depot, Inc. utilizing the National Association of State Procurement Officials (NASPO) Value Point contract number PD2454 and adopt a resolution authorizing the City Manager to sign the agreement. The estimated cost from date of award through 6-30-18 is \$85,000.00. Funding for \$12,000.00 is included in the FY2016-17 budgets of the citywide departments that utilize the copy and print services, and funding for the remaining \$73,000.00 will be included in the FY2017-18 proposed budgets.

The NASPO Value Point contract is a multiyear agreement that is valid through 7-30-21. Staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals pending Council approval of budgets for that year.

BACKGROUND

Various City Departments have ongoing requirements for copy and print services. The services are performed on an as needed basis as requested by the end using departments. The City is piggybacking NASPO Value Point contract number PD2454. NASPO Value Point is a cooperative purchasing program that facilitates public procurement solicitations and agreements for use nationwide using a lead state model. The copy and print contract was competitively bid and awarded with the State of Utah as the lead agency.

Office Depot provides the majority of the copy and print services to the City of Roseville from their branch located in Roseville. Their Sacramento production store also helps with larger copy and print projects. The percentage discount off of retail price for the various copy and print services ranges depending on the type of print job that is requested. Two of the more commonly used print services are color copies (24-pound paper, white, single sided) where we receive a discount of approximately 64.5 percent off of the retail price, and black and white copies (20-pound paper, white, single sided) where we receive a discount of approximately 78 percent off of the retail price.

FISCAL IMPACT

The estimated total cost of the copy and print services is \$85,000.00. Funding of \$12,000.00 is included in the FY2016-17 budgets of the citywide departments that utilize the copy and print services, and funding of \$73,000.00 will be included in the FY2017-18 proposed budgets. Spending for future renewals will be contingent upon Council approval of budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-161

Service Agreement

RESOLUTION NO. 17-161

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OFFICE
DEPOT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1705068) for copy and print services, between City of Roseville and Office Depot, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute three additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest, whichever occurs first.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

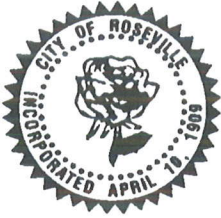
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

SERVICE AGREEMENT

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

No: **S1705068**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: _____ DATE: 3/9/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V05274
Telephone No.: (650)759-6689 Fax:
Email address: daniel.chiesa@officedepot.com
Contractor: OFFICE DEPOT, INC.
ATTN: ~~DANIEL CHIESA~~ Chris McEntee
6600 NORTH MILITARY TRAIL
BOCA RATON, FL 33496-2434

Department: VARIOUS

Acct. Code: VARIOUS ACCOUNTS
(CHARGED PER JOB)

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	HELEN DYDA

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide copy and print services for the City in accordance with the National Association of State Procurement Officials (NASPO) Value Point contract number PD2454. This service agreement shall act as the City's participating addendum to the NASPO Value Point contract. The terms of sections 1 and 2 of the NASPO Participating Addendum are incorporated into the City's service agreement terms and conditions as item numbers 19 and 20. The copy and print services are on an as needed basis at the direction of the various departments throughout the City. Each job shall be quoted and approved in advance by the end using department. Office Depot will confirm the price and the approximate delivery date with the end user before proceeding with the order.

Please contact Helen Dyda at (916)774-5443 for questions regarding this agreement.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ **85,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Chris McEntee Chris McEntee Vice President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Office Depot will provide a Certificate of Insurance naming the City as an additional insured.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

Terms and Conditions from "Participating Addendum, NASPO Value Point, Digital Print & Quick Copy Services" document:

19. Scope: This addendum covers the *Digital Print & Quick Copy Services* led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the State's Chief Procurement Official. The Effective Date of this Participating Addendum shall be the date that the City's service agreement has been fully executed. This Participating Addendum will terminate upon the termination or expiration of the PD2454 Master Agreement.
20. Participation: Use of specific NASPO Value Point cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$21,745 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

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

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

☐ Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	☐ Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	☐ Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services Professional Liability: \$1 Million/occurrence No auto required	☐ Professional Consultant Professional Liability: \$1 Million/occurrence	☐ Hazardous Materials Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors No auto required No workers' comp required	☐ Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	☐ Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

Office DEPOT.

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

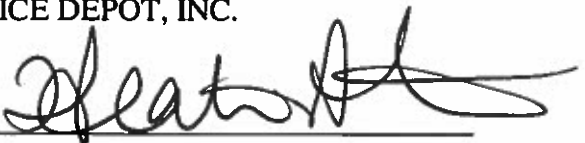
The undersigned, Heather Stern, hereby certifies that she is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, she is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Chris McEntee, serves as Regional Vice President, West Region, and as such, he is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand as of this 31 day of January, 2017.

OFFICE DEPOT, INC.

By: 
Heather Stern
Assistant Secretary





COUNCIL COMMUNICATION

CC #: 8431
File #: 0203-04

Title: Paving and Striping Service Agreements
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council to adopt two resolutions authorizing the City Manager to sign a service agreement (S170804A) with Sierra National Asphalt in the amount of \$370,000 and a service agreement (S170803A) with Sierra Striping Inc. in the amount of \$370,000 to provide miscellaneous paving and striping services and repairs on an as needed basis. Funding for these agreements are included in the Building Maintenance Division, Parks General Rehab Funds 310 and 315 FY2016-17 budgets and proposed Facility Rehab Fund 511 and Parks General Rehab Funds 310 and 315 FY2017-18 budgets.

BACKGROUND

The Central Services Department released an RFP to provide the City with paving and striping services and repairs on an as needed basis throughout the city. Four companies submitted proposals and the proposals were evaluated on overall proposal, cost, qualifications and experience. Sierra National Asphalt and Sierra Striping Inc. were rated the highest and staff is recommending each be awarded a service agreement to increase responsiveness.

The RFP was for one year, not to exceed \$370,000 annually on each agreement, with four optional one-year renewals, pending budget approval each year.

FISCAL IMPACT

The combined value of the two service agreements is \$740,000.00, not to exceed annual budgeted amounts. Funding for these agreements are included in the Building Maintenance Division, Parks General Rehab Funds 310 and 315 FY2016-17 budgets and proposed Facility Rehab Fund 511 and Parks General Rehab Funds 310 and 315 FY2017-18 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed Service Agreements involve the repair/maintenance of existing pavement. 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. Should the proposed Service Agreements be used for new construction, appropriate CEQA review would occur prior to construction authorization.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-146

Sierra Striping SA

Resolution No. 17-147

Sierra National Asphalt SA

RESOLUTION NO. 17-146

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
SIERRA STRIPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170803A) between City of Roseville and Sierra Striping, Inc., to provide paving and striping services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one-year renewals of the service agreement provided that the respective budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

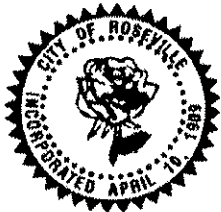
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170803A**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715355 DATE: 03/15/2017

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V20274
Telephone No.: 916-784-0430 Fax: 916-784-9591
Email address: RICK@SIERRASTRIPING.COM
Contractor: SIERRA STRIPING, INC.
ATTN: RICK JOHNSON
9725 DEL ROAD, SUITE A
ROSEVILLE, CA 95747

Department: FACILITY SERVICES

Acct. Code: 91011-6130

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	05/31/2018	Approved by Risk Mgt.	CHARLIE FRALICK TISHA CHINN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-015 and contractor's proposal thereto titled Paving & Striping Services #01-015 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-015 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Charlie Fralick at 916-774-5706 or Tisha Chinn at 916-774-5702 for questions regarding this agreement.

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

Total Cost of Service: \$ **370,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 00802280 Contractor License No.: 651790 DIR Registration No.: 1000002790

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless 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 a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. 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.

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

RESOLUTION NO. 17-147

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA NATIONAL CONSTRUCTION, INC. DBA SIERRA NATIONAL ASPHALT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170804A) between City of Roseville and Sierra National Construction, Inc. dba Sierra National Asphalt, to provide paving and striping services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one-year renewals of the service agreement provided that the respective budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

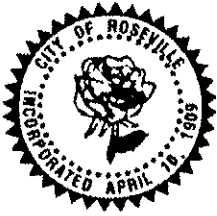
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170804A**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715356 DATE: 03/15/2017

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V41304
Telephone No.: 916-452-4488 Fax: 916-452-4499
Email address: jeremy@sierranationalasphalt.com
Contractor: SIERRA NATIONAL ASPHALT
ATTN: JEREMY MYERS
5433 EL CAMINO AVENUE, SUITE 4
CARMICHAEL, CA 95608

Department: FACILITY SERVICES

Acct. Code: 91011-6130

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	05/31/2018	Approved by Risk Mgt.	CHARLIE FRALICK TISHA CHINN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-015 and contractor's proposal thereto titled City of Roseville Request for Proposals Paving & Striping Services #01-015 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-015 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Charlie Fralick at 916-774-5706 or Tisha Chinn at 916-774-5702 for questions regarding this agreement.

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

Total Cost of Service: \$ **370,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: Need # ^{Payment made -} Contractor License No.: 8557169 DIR Registration No.: 1000016970

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: [Signature] Kip Skidmore President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless 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 a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All 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>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. 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.

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



COUNCIL COMMUNICATION

CC #: 8430
File #: 0203-03

Title: Liquid Cationic Polymer (RFQ 01-3112) – Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Polydyne, Inc. for RFQ 01-3112 for Liquid Cationic Polymer. The initial contract is from the date of award through 6-30-18. The estimated total of \$40,000.00 for the remainder of FY2016-17, and \$283,000.00 for FY2017-18 is derived from historical data and knowledge of future requirements. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals pending Council approval of budgets for that year.

BACKGROUND

The Environmental Utilities Department Dry Creek Wastewater Treatment Plant has an ongoing requirement for liquid cationic polymer. This chemical is used in the "dewatering" of waste byproduct called sludge, which reduces the overall weight of the sludge, thus allowing for removal to the landfill at a reduced cost to the City. This chemical will be purchased by the end using department as needed.

A formal bid was issued with the following two responses:

<u>Bidder</u>	<u>Price Per Pound</u>
Polydyne Inc. Riceboro, GA	\$0.84
Univar USA Kent, WA	no bid

The award is based on the lowest annual total cost product after adding together three variables:

polymer dosage, dewatering recovery and disposal costs. Polydyne's product was the only one submitted for trial that met the minimum performance specification of 14.0% cake and therefore was the only vendor qualified to submit a bid.

FISCAL IMPACT

The estimated cost of the agreement is \$323,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. The dollars will be encumbered one year at a time pending Council approval of budgets for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the State. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-145

Service Agreement

RESOLUTION NO. 17-145

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
POLYDYNE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703259) between City of Roseville and Polydyne, Inc., to provide liquid cationic polymer to the Dry Creek Wastewater Treatment Plant, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one-year renewals of the service agreement provided that the respective budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest, whichever occurs first.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703259**

SERVICE LOCATION: CITY OF ROSEVILLE
DCWWTP
1800 BOOTH ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1715248 DATE: 3/1/17

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08422-5015

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Contractor No.: V22915
Telephone No.: (912) 880-2035 Fax:
Email address: Polybidpt@snfnc.com
Contractor: POLYDYNE, INC
ATTN: MARK SCHLAG
1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	BOB LAWRENCE

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

Vendor shall provide Clarifloc WE-1620 Polymer at \$0.84/lb to the Dry Creek Wastewater Treatment Plant on an as needed basis and in accordance with all specifications, terms and conditions, and attachments of RFQ 01-3112. Deliveries must be made between the hours of 7:00 AM and 3:00 PM Monday through Friday.

*A certificate of analysis will be required for each delivery. No deliveries will be accepted unless accompanied by the said certificate of analysis for the specific batch or lot of chemical delivered. The active substance of the product delivered cannot be more than 5% less than the trial product. Charges for certificate of analysis shall be included in the bid price, whether the analysis is done by a reputable outside laboratory or the Bidder's in-house laboratory if ISO certified. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. Samples may be collected from any delivery and tested.

Please contact Bob Lawrence at 916-746-1902 for questions regarding this contract.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **323,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Peter Nichols President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Mark Schlag Vice-President
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8432
File #: 0800-03

Title: Power Plant Emissions Testing – Service Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached service agreement for Montrose Air Quality Services, LLC to perform emissions testing in accordance with power plant facility operating permits. Total cost of the service is not to exceed \$200,000.00 over a period of five fiscal years. Funding for the total cost of the agreement is included in the Electric Operations Fund FY2016-17 budget.

BACKGROUND

The City owns two power plants, which must be operated in accordance with Placer County operating permits issued for each site. These permits set allowable emission levels, required emission testing, and testing intervals for each power plant site. If either plant were to operate outside the parameters set in the operating permits, the City could be subject to fines and/or loss of plant productivity by way of suspension or closure.

Roseville Electric Utility solicited proposals through RFP 07-037 for emissions testing for both plants. A single vendor proposal was received in response to the RFP. After determining the vendor was responsive and responsible, the evaluation team reviewed and scored the proposal based on qualifications and experience, project understanding, proposed cost, and required documents. Montrose Air Quality Services, LLC was found to be a suitable vendor to provide the requested scope of services.

FISCAL IMPACT

The service agreement cost will not exceed \$200,000.00 over a five year period. Funding for the total cost of the agreement is included in the the Electric Operations Fund FY2016-17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The power plant emissions testing is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-148

Montrose Service Agreement

RESOLUTION NO. 17-148

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
MONTROSE AIR QUALITY SERVICES, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703255) for power plant emissions testing, between City of Roseville and Montrose Air Quality Services, LLC, has been prepared and reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703255**

SERVICE LOCATION: CITY OF ROSEVILLE
ROSEVILLE ENERGY PARK
RPP2

REQ. NO.: R1715181 DATE: 2/17/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V41269
Telephone No.: (925) 680-4300 Fax:
Email address: jklosinski@montrose-env.com
Contractor: MONTROSE AIR QUALITY SERVICES, LLC
ATTN: JEREMY KLOSINSKI
2825 VERNE ROBERTS CIRCLE
ANTIOCH, CA 94509

Department: ENERGY PARK

Acct. Code: 08616-5340 / 686459-20
08616-5340 / 686550-20

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	4/19/22	Approved by Risk Mgt.	TONY JOHNSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal 07-037 and contractor's proposal thereto titled Roseville Electric Generation Division – Emissions Testing dated 1/6/17 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal 07-037 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

PLEASE CONTACT TONY JOHNSON AT (916) 746-1656 FOR QUESTIONS REGARDING THIS AGREEMENT.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **200,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 3002611 Contractor License No.: _____ DIR Registration No.: _____
Antioch, CA

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION LLC

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8433
File #: 0800-03

Title: Power Plant Valve Test, Repair and Replacement – Services Agreements
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt two resolutions authorizing the City Manager to execute the attached service agreement with Caltrol Inc. and the attached service agreement with Custom Valve Solutions. Both vendors will provide valve related services and parts to the Roseville power plants. Total cost of the Caltrol Inc. agreement is not to exceed \$250,000.00 over a five year period. Total cost of the Custom Valve Solutions agreement is not to exceed \$500,000.00 over a five year period. Funding of \$750,000 is included in the Electric Operations Fund budget for FY2016-17.

BACKGROUND

The City of Roseville owns and operates two power plant sites. Both plants require the use of manual and automatic valves to control and regulate the flow of water, steam, gases, and chemical constituents for major plant components such as the combustion turbines, heat recovery steam generator, and zero liquid discharge system. These valves require routine, and emergency attention, including, but not limited to inspection, maintenance, testing, repair, and or replacement.

The electric Utility released RFP 07-038 soliciting for valve maintenance, repairs, testing, and materials for both power plants. Four proposals were received in response to this RFP and evaluated for firm experience and qualifications, project understanding, cost, certifications, and quality control programs. After evaluation of the proposals and considering prior experience with the vendors, staff determined that Caltrol Inc. and Custom Valve Solutions best meet the overall needs of the City and are recommended for award. Caltrol Inc is positioned as the sole distributor for a primary brand of valves used at the plants, which will result in lower costs for those valve parts. Custom Valve Solutions is able to provide the complete spectrum of valve services requested in the RFP at the highest level of experience and qualification at competitive costs.

FISCAL IMPACT

Collective cost for both service agreements are not to exceed \$750,000.00 over a five year

agreement period. Cost of the Caltrol Inc. agreement is not to exceed \$250,000.00 over the five years. Cost of the Custom Valve Solutions agreement is not to exceed \$500,000.00 over the five years. Funding of \$750,000 is included in the Electric Operations Fund budget for FY2016-17.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The valve maintenance, repairs, testing, and materials for both power plants does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-149

Caltrol Service Agreement

Resolution No. 17-150

Custom Valve Service Agreement

RESOLUTION NO. 17-149

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
CALTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703251) for maintenance, repair, materials and testing services for the Roseville power plants, between City of Roseville and Caltrol, Inc., has been prepared and reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703251**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715135 DATE: 2/7/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V35024
Telephone No.: 877-827-8131 Fax: 925-846-0396
Email address: eric.daugherty@caltrol.com
Contractor: CALTROL, INC.
ATTN: ERIC DAUGHERTY
2685 COLLIER CANYON ROAD
LIVERMORE, CA 94551

Department: ELECTRIC

Acct. Code: 08616-5340 / 686549-30
08616-5340 / 686550-30

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	3/15/22	Approved by Risk Mgt.	MATT GARNER

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide maintenance, repair, materials and testing services called for under City of Roseville Request for Proposal number 07-038 and Caltrol, Inc. proposal dated January 20, 2017 (hereinafter "Proposal"). The terms and scope of the work thereto titled Valve Test, Repair and Replacement of City of Roseville Request for Proposal number 07-038 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 FOR QUESTIONS REGARDING THIS AGREEMENT.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **250,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: 991953 DIR Registration No.: 1000032797

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

Joe Taormina

PRINT NAME

President

TITLE

CONTRACTOR:

SIGNATURE

Michael J Threet

PRINT NAME

Chief Financial Officer

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

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

☒ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

RESOLUTION NO. 17-150

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
CUSTOM VALVE SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703250) for maintenance, repair, materials and testing services for the Roseville power plants, between City of Roseville and Custom Valve Solutions, Inc., has been prepared and reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703250**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715134 DATE: 2/1/17

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40872
Telephone No.: 707-561-7400 Fax:
Email address: rebecca@customvalvesolutions.com
Contractor: CUSTOM VALVE SOLUTIONS, INC.
ATTN: REBECCA HART
1101 NIMITZ AVE SUITE 100
VALLEJO, CA 94592

Department: ELECTRIC

Acct. Code: 08616-5340 / 686549-30
08616-5340 / 686550-30

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	3/15/22	Approved by Risk Mgt.	MATT GARNER

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide maintenance, repair, materials and testing services called for under City of Roseville Request for Proposal number 07-038 and Custom Valve Solutions proposal dated January 16, 2017 (hereinafter "Proposal"). The terms and scope of the work thereto titled Valve Test, Repair and Replacement of City of Roseville Request for Proposal number 07-038 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 FOR QUESTIONS REGARDING THIS AGREEMENT.

****The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.**

Total Cost of Service: \$ 500,000.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 0085314 Contractor License No.: _____ DIR Registration No.: 1000045819

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Edward Kumisa
SIGNATURE

EDWARD KUMISA
PRINT NAME

PRESIDENT
TITLE

CONTRACTOR:

Edward Kumisa
SIGNATURE

EDWARD KUMISA
PRINT NAME

SECRETARY
TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703250**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715134 DATE: 2/1/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40872
Telephone No.: 707-561-7400 Fax:
Email address: rebecca@customvalvesolutions.com
Contractor: CUSTOM VALVE SOLUTIONS, INC.
ATTN: REBECCA HART
1101 NIMITZ AVE SUITE 100
VALLEJO, CA 94592

Department: ELECTRIC

Acct. Code: 08616-5340 / 686549-30
08616-5340 / 686550-30

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	3/15/22	Approved by Risk Mgt.	MATT GARNER

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide maintenance, repair, materials and testing services called for under City of Roseville Request for Proposal number 07-038 and Custom Valve Solutions proposal dated January 16, 2017 (hereinafter "Proposal"). The terms and scope of the work thereto titled Valve Test, Repair and Replacement of City of Roseville Request for Proposal number 07-038 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 FOR QUESTIONS REGARDING THIS AGREEMENT.

****The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.**

Total Cost of Service: \$ **500,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 0085314 Contractor License No.: _____ DIR Registration No.: 1000045819

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Edward Kumisa EDWARD KUMISA PRESIDENT
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Edward Kumisa EDWARD KUMISA SECRETARY
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8434
File #: 0800-03

Title: Power Plant Water Treatment Chemicals and Services – Service Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached service agreement with Solenis, LLC. for water treatment chemicals and services for Roseville Electric Utility. Total cost of the service will not exceed \$250,000.00 for a five year period.

BACKGROUND

The City owns and operates two power plants. Operation of the plants require water treatment processes for onsite water systems, including but not limited to the boiler, open cooling tower, and crystallizer. Water treatment services and chemical compounds are required for proper functioning of the water systems. Chemicals are primarily used to reduce impurities in water sources, and to combat steam and water process equipment corrosion, thereby lengthening the life of plant equipment and ensuring efficiency. Water treatment services test and monitor the chemical processes.

The electric utility solicited proposals through RFP 07-036 for water treatment chemicals and services for both plants. Three vendor proposals were received in response to the RFP. After determining the vendors were responsive and responsible, the evaluation team reviewed and scored the proposals based on qualifications, project understanding and project plan, proposed cost, and required documents. Solenis LLC scored the highest of the three proposals evaluated.

FISCAL IMPACT

The five year service agreement will not exceed costs of \$250,000.00. Funding for the total agreement is included in the Electric Operations Fund budget for FY2016-17.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The water treatment chemicals and services is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-151

Service Agreement

RESOLUTION NO. 17-151

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703254) for power plant water treatment chemicals and services, between City of Roseville and Solenis, LLC, has been prepared and reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703254**

SERVICE LOCATION: CITY OF ROSEVILLE
REP / RPP2

REQ. NO.: R1715185 DATE: 2/21/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40217
Telephone No.: 302-594-5347 Fax:
Email address: bidders@solenis.com
Contractor: SOLENIS, LLC
ATTN: SUZANNE BROWN
3 BEAVER VALLEY ROAD, SUITE 500
WILMINGTON, DE 19803

Department: ELECTRIC

Acct. Code: 08616-5015 / 686549-20
08616-5015 / 686550-20

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	4/19/22	Approved by Risk Mgt.	TONY JOHNSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide water treatment services and chemical compounds for the Roseville Energy Park (REP) and the Roseville Power Plant 2 (RPP2) called for under City of Roseville Request for Proposal number 07-036 and Solenis LLC proposal dated January 13, 2017 (hereinafter "Proposal"). The terms and scope of the work thereto titled Roseville Electric Utility Generation Division - Water Treatment Chemical and Services of City of Roseville Request for Proposal number 07-036 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Tony Johnson at 916-746-1656 for questions regarding this contract.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **250,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: Chad / Connor EDWARD J. CONNORS SVP

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: [Signature] W.J. LEVY SUPERVISOR

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8444

File #: 0900-04-01

Title: 2015 Regional Surface Transportation Program Arterial Resurfacing Project - Notice of Completion
Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council accept this project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The scope of this project included: an application of a microsurfacing pavement surface treatment, replacement of failed pavement sections with hot mix asphalt, curb ramp reconstruction, and signal detector loop replacements at various locations throughout the City.

The streets included in the project are portions of: Pleasant Grove Blvd., Fiddymment Rd., Foothills Blvd., Galilee Rd., Vineyard Rd., East Roseville Pkwy., Atlantic St., Eureka Rd., Sunrise Ave., North Sunrise Ave., Sierra Gardens Dr., Santa Clara Dr., Vernon St., Melody Ln., Junction Blvd., and Douglas Blvd. (see attached location map).

The Engineering Division has made the final inspection of the project and has found the work to be completed in accordance with the project's plans and specifications, and it is now ready for acceptance. In accordance with the specifications and the Faithful Performance Bond, the contractor shall guarantee the installation of the improvements for a period of twelve months from the date of the notice of completion.

FISCAL IMPACT

This project was awarded at the July 1, 2016 Council meeting for \$6,390,294.00 and the final construction cost was \$6,910,622.00. The final project cost is greater than the project award cost by 8.1% which fits within the project's 10% contingency. The additional cost was due to quantity adjustments and minor corrections as a result of plan and field discrepancies. The largest portion of the cost increase, however, was due to an increase in the quantity of failed pavement section replacements on Douglas Boulevard. While it's common for pavement replacement quantities to

increase between plan development to construction, the growth of the replacement area on Douglas reached a point that required replacing the pavement from gutter to gutter. Additionally, noise complaints and traffic volume concerns at other project location required staff to reduce contractor working hours. This, ultimately, resulted in a warranted claim for a loss of production from the contractor

This project was funded with the Local Transportation Fund (441), Gas Tax (201), and approximately \$6.3 million from the Regional Surface Transportation Program (RSTP). No General Funds were used on this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project created 75 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(b)(3)). Council acceptance of the project as completed and execution of the Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-156

Notice of Completion_2015 RSTP AMP

Project Location Map - Exhibit A

RESOLUTION NO. 17-156

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2015 REGIONAL SURFACE TRANSPORTATION PROGRAM ARTERIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 2015 Regional Surface Transportation Program Arterial Resurfacing Project has been approved and the public work accepted.
2. The Director Public Works is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as 2015 Regional Surface Transportation Program Arterial Resurfacing Project, was completed and accepted by the City of Roseville on 5/10/2017. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Central Valley Engineering and Asphalt, Inc.

The surety on said project was The Guarantee Company of North America USA.

ATTEST:

RHON L. HERNDON
Public Works Director
City of Roseville

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, Rhon L. Herndon, being first duly sworn, depose and say: I am the Public Works Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

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.

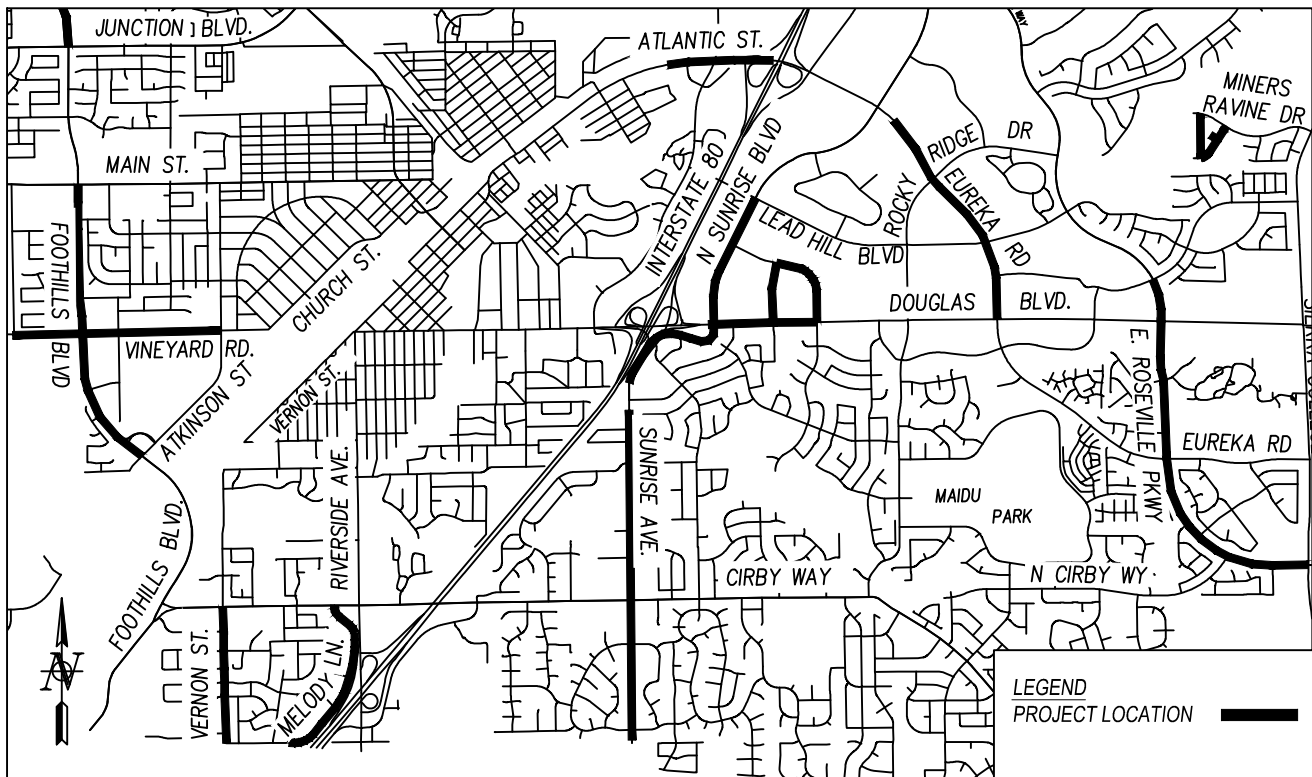
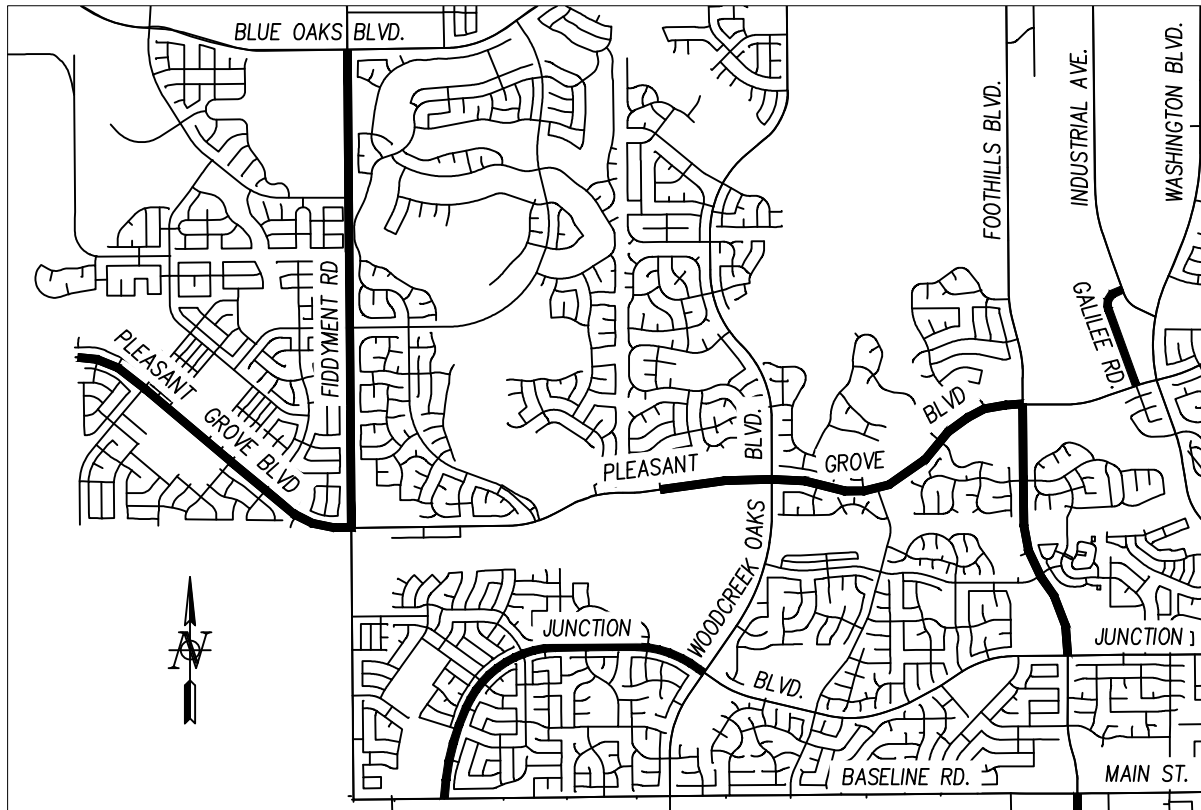
RHON L. HERNDON
Public Works Director
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017,
by RHON L. HERNDON proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public in and for said County and State

"EXHIBIT A"
2015 RSTP ARTERIAL RESURFACING PROJECT
PROJECT LOCATION MAP





COUNCIL COMMUNICATION

CC #: 8451
File #: 0800-04

Title: On-Call Resident Engineering and Inspection Services - Professional Services Agreements
Contact: Nick Graves 916-746-1305 ngraves@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve three Professional Services Agreements with: HDR Construction Corporation; PSOMAS; and Hanna Engineering, Inc. dba The Hanna Group for on-call resident engineering and inspection services for a term of three years, with the option of two additional one year extensions, and a not-to-exceed fee for each Agreement of \$1,500,000.00 over the first three year term. The Agreements will be funded by various Capital Improvement Projects. Additionally, staff recommends that City Council adopt three resolutions and authorize the City Manager to execute them.

BACKGROUND

The Public Works Engineering Division is responsible for constructing and repairing City infrastructure such as roads, bridges, drainage facilities, traffic signals, and municipal buildings. Multiple Capital Improvement Projects (CIPs) must be completed every year. The Engineering Division anticipates constructing 13 CIPs this year at an estimated cost of \$50 million, and anticipates similar work loads in 2018 and 2019. For these projects to be successful, cost efficient, and safe, they must be managed by a team of engineers and inspectors. Some of these projects will be managed by City staff. However, additional resources are necessary to manage the remaining projects. These contract services allow existing City staff to complete more projects without hiring additional permanent City employees. Projects requiring contract construction management that are anticipated to be constructed in 2017 include the Woodcreek Oaks Blvd Widening Project, the Sierra Gardens Transit Improvement Project, Louis Orlando Transfer Point Improvement Project, Harding to Royer Bike Trail Segment 3 Project, and the Hillcrest Drainage Project. The most cost effective and time efficient method of obtaining these additional resources is through multiple on-call Professional Service Agreements following an open request for proposals.

Staff recently released a Request for Proposals (RFP) for on-call resident engineering and inspection services. Nine firms submitted proposals in response to the RFP. After evaluation of the nine proposals, a selection committee composed of three staff members selected HDR

Construction Control Corporation, PSOMAS, and Hanna Engineering, Inc. dba The Hanna Group to provide the requested services. The selection of these three firms was based on their extensive experience with providing the requested services for projects similar to those Public Works anticipates constructing over the next three to five years.

FISCAL IMPACT

The estimated cost for resident engineer and inspection services provided by these three Agreements for projects planned to be constructed over the next three years is \$4,500,000. The Agreements will be funded by various Council approved CIP budgets at no cost to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, these agreements would create 48.9 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). These professional services agreements do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Nick Graves, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-162

Hanna Group PSA

Resolution No. 17-163

Psomas PSA

Resolution No. 17-164

HDR PSA

RESOLUTION NO. 17-162

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HANNA ENGINEERING, INC. DBA THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding on-call construction resident engineer and inspection services, by and between the City of Roseville and Hanna Engineering, Inc. dba The Hanna Group, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Construction Resident Engineer and Inspection Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Hanna
Engineering, Inc. dba The Hanna Group, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-call construction
resident engineer and inspection services; and

WHEREAS, CONSULTANT has prepared a proposal dated February 15, 2017, 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. **Term.** The term of this Agreement shall be three (3) years. CITY may, in its sole
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.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one million, five hundred thousand dollars (\$1,500,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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 Wage. CONSULTANT shall comply with all applicable prevailing wage laws, including, but not limited to, any and all applicable federal prevailing wage requirements for task agreements that utilize federal funds. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code CONSULTANT shall forfeit as a penalty to CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by CONSULTANT or by any subcontractor under CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address:

<http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that certain tasks may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. Time is of the Essence. Time is of the essence of this Agreement.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT 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.

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible 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.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

20. Severability. If any of the provisions contained in this Agreement 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.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Joe Reyes, PE
Project Manager
3101 Zinfandel Drive, Suite 320
Rancho Cordova, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a
municipal corporation

HANNA ENGINEERING, INC. DBA THE
HANNA GROUP, a California corporation

BY: _____
ROB JENSEN
City Manager

BY:  _____
its: CEO
and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: NRP
its: CFO

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: RHON HERNDON
RHON HERNDON
Public Works Director

EXHIBIT “A”



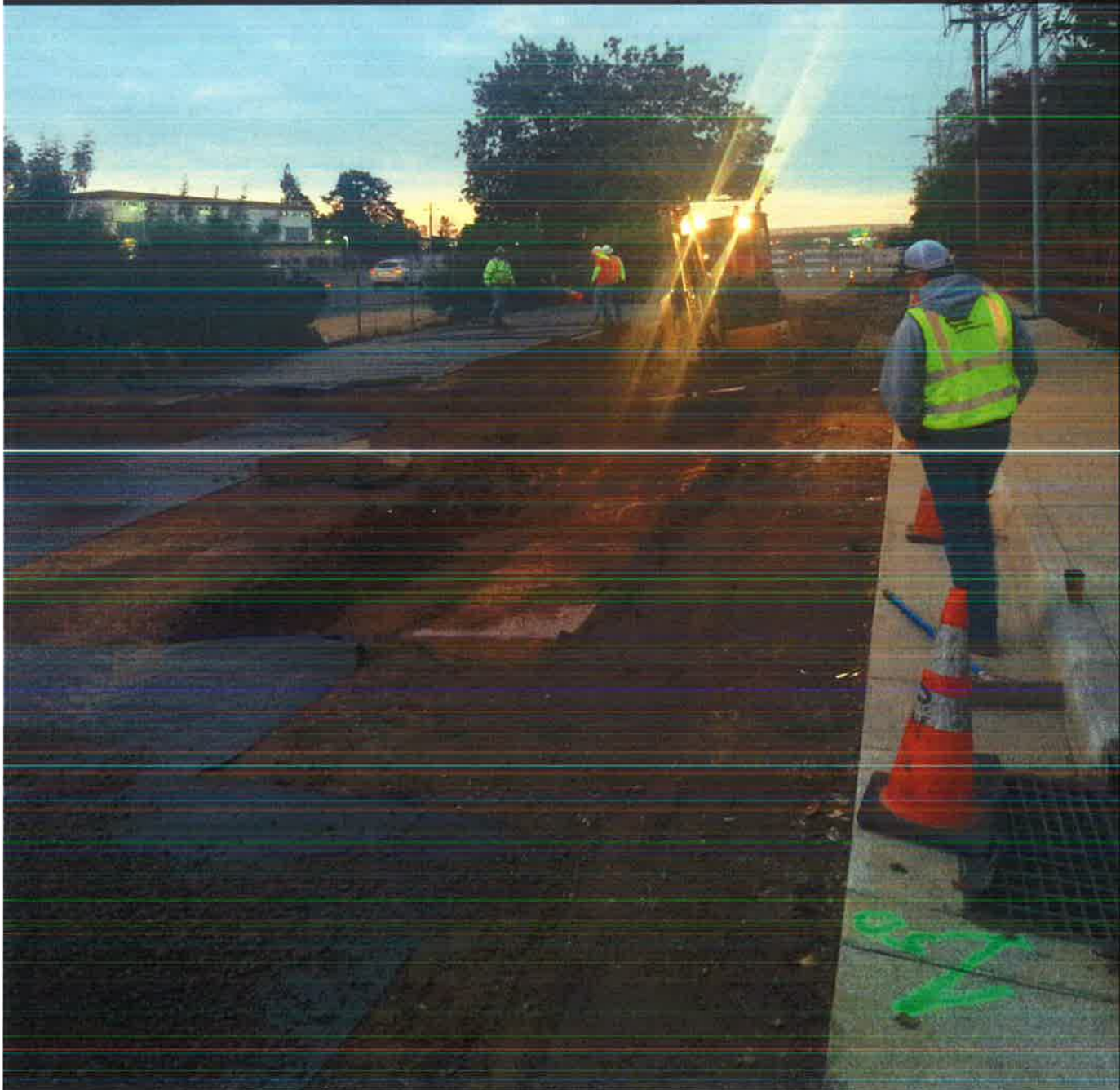
PROPOSAL FOR
ON-CALL CONSTRUCTION RESIDENT ENGINEER
& INSPECTION SERVICES



THE HANNA GROUP

February 15, 2017

COVER LETTER





City of Roseville
311 Vernon Street
Roseville, CA 95678

February 15, 2017

Attention: Luzedevina "Nina" Buelna, PE, Associate Engineer

Subject: Request For Proposals – On-Call Construction Resident Engineer and Inspection Services

Dear Ms. Buelna:

The Hanna Group (THG), an NV5 Subsidiary, is pleased to submit this proposal for On-Call Construction Resident Engineer and Inspection Services. We are confident that we bring the right mix of focused experience and we look forward to serving the City of Roseville by providing quality construction management services as we have done in the past.

The Hanna Group specializes in providing full service program, project, and construction management services on transportation and infrastructure improvement projects. The On-Call Construction Resident Engineer and Inspection contract will require a construction management team that has relevant experience in the delivery and management of on-call projects. **The Hanna Group has executed over 100 task orders through various on-call contracts, including our previous on-call with the City of Roseville.** Since 2010 we've had the opportunity to work with the City, and due to our experience working on the following projects we have been able to develop a thorough understanding of Roseville procedures and the ability to work effectively alongside City staff:

- Fiddymment Road Widening Project
- Royer Park to Harding Blvd Bike Trail Project
- Industrial Avenue Overlay Project
- Blue Oaks Bridge Replacement Project
- Highland Reserve Bike Trail Project
- Downtown Bridges and Trail Improvement Project

Given the specialized expertise required for this project, we have chosen our team carefully. Our excellent relationship with the City, relevant experience, commitment, flexibility, and responsiveness will allow us to assist Roseville in the timely and successful delivery of the services requested.

Contact Information	
Name and Title:	Joe Reyes, PE; Project Manager
Office Location at which work will be performed:	3101 Zinfandel Drive, Suite 320 Rancho Cordova, CA 95670
Mobile:	(916) 870-9070
E-mail:	joer@hannagrps.com
Fax:	(916) 244-0443

The Hanna Group will perform the services and adhere to the requirements described in this RFP, including Addendum #1 dated January 5, 2017, Addendum #2 dated January 13, 2017 and Addendum #3 dated January 31, 2017.

We thank you for taking the time to review our proposal and pledge to you the commitment of our team. If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 870-9070 or joer@hannagr.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Reyes", with a horizontal line extending from the end of the signature.

Joe Reyes, P.E., Project Manager
The Hanna Group, an NV5 Subsidiary

A. ON-CALL RESIDENT ENGINEER & INSPECTION SERVICES UNDERSTANDING



A. ON-CALL CONSTRUCTION RESIDENT ENGINEER & INSPECTION SERVICES UNDERSTANDING

ASSIGNMENT UNDERSTANDING

The City of Roseville is seeking the services of a construction management firm to provide On-Call Construction Resident Engineer and Inspection Services. The Hanna Group understands that the scope of work primarily involves providing either part time to full time resident engineer, construction inspector, or other staff as desired by the City, to work with City staff. Assignments may be partial or for an entire project assignment for all infrastructure improvements within City right-of-ways or within City easements including the construction of:



- Roadways and bike trails
- Traffic signals
- Traffic signings and striping
- Drainage facilities, grading, erosion and sediment control
- Structural features such as bridges, retaining walls
- Buildings, inspection of sewer, water, and reclaimed water utilities

THG is equipped with staff who have extensive experience with these project elements and we will provide the City with resumes of our qualified available staff upon request for selected services throughout the term of this agreement.

Providing staff augmentation for various projects over the next three years will require a commitment to seamless communication, proactive project management and highly qualified staff. **THG understands the nature of on-call contracts and recognizes the need to provide quality personnel in a quick and efficient manner.** Our past experience working on on-call contracts for the City gives us a comprehensive insight and has prepared us for unique aspects of an as-needed task order based assignments. Our established communication protocol and our familiarity with Roseville standards ensures that we will meet both the technical and contract expectations and requirements of our assignment.

The City will need a Construction Management team that understands the project and its goals; knows how to interface with all stakeholders including permitting agencies and utility companies; can effectively and efficiently manage a contractor to build the project within schedule and budget. Our project methodology for on-call projects is developed to achieve delivery while having the following goals in mind:

- A quality project that meets all of the requirements of the contract documents.
- Ensure that the project is completed within the specified schedule and the allotted budget.
- Positive public perception for the project as well as for Roseville.
- A safely constructed project, with a “No Injury” goal.
- Be flexible and responsive to the Roseville, and any other stakeholders for issue resolution.
- Foster an atmosphere of trust and fairness among all project participants.
- Assist the Contractor to complete the project in the least amount of time possible.
- Complete the project to the satisfaction of Roseville.

With our reputable service and thorough understanding of public sector work, The Hanna Group has engaged and successfully administered multiple on-call contracts throughout California. Much of our success is attributed to diligent pro-activeness combined with a basic philosophy of professionally staffing the project with exceptional Resident Engineers, Structure Representatives, and Field Engineers. We view our role as the Owner’s agent in administering the construction contract to ensure that the requirements of the plans and specifications are met resulting in a high quality and fully functional facility.

In the successful delivery of a project, our services begin by providing the City providing expert staff support in all three phases of the construction project delivery:

- Phase 1 – Pre-Construction Services
- Phase 2 – Construction Services
- Phase 3 – Post-Construction Services

In each phase, the project will be administered in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Program Manual, City of Roseville Construction Standards, Bridge and Highway Design Manual, MUTCD Manual, and Caltrans Construction Standards Specifications, Section 37 Surfacing and Pavement and Plans. A thorough understanding of Local, State and Federal procedures is a must for any local agency project and this project is no different.

PHASE 1 – PRE-CONSTRUCTION SERVICES

The Hanna Group staff can provide the following services including, but not limited to:

- Constructability Review
- Plan and Specification Review
- Construction Scheduling Review
- Utility Relocation Coordination
- Documentation of Pre-Construction Conditions

PHASE 2 – CONSTRUCTION SERVICES

Working under the direction of the City, our staff will provide the following tasks for your project(s):

- Assist the City with the pre-construction meetings
- Participate in partnering sessions with the Department, contractors, engineers and other involved parties, if required
- Review and analyze contractor's submitted construction schedule
- Coordinate utility relocations
- Review and assist in approving traffic handling and traffic control plans submitted by the contractor
- Ensure safe implementation of the traffic control plans
- Assist in reviewing contractor's submittals
- Assist in review, obtain approval and monitor the contractor's prepared Storm Water Pollution Prevention Plan
- Conduct regular safety reviews of the entire project site for Cal OSHA compliance
- Assist in response to RFI's
- Maintain project records in accordance with the Caltrans Construction Manual and local assistance procedures manual
- Provide comprehensive contract administration
- Provide materials testing for the project
- Review materials testing results
- Conduct labor compliance interviews and monitor compliance
- Monitor and inspect contractor's daily progress
- Prepare Daily Diaries
- Assist in preparing monthly estimates
- Assist the City with Contract Change Order estimates
- Assist the City with CCO Negotiation
- Review Extra Work Bills
- Conduct quantity calculations and prepare daily and monthly estimates
- Prepare punch-lists
- Prepare As-Builts
- Prepare Proposed and final estimates

PHASE 3 – POST- CONSTRUCTION SERVICES

The Hanna Group staff is trained to provide the following services to the City:

- Finalize As-Builts
- Prepare Final Pay Documents
- Assist in project closeout documents in accordance with Chapter 17 of the local assistance manual
- Package all Deliverables

B. STATEMENT OF QUALIFICATIONS



B. STATEMENT OF QUALIFICATIONS

Over the years, The Hanna Group has garnered an excellent reputation for delivering a quality product to our clients and ensuring that projects are completed within the anticipated schedule and budget. As a premier transportation Construction Management firm in Northern California, The Hanna Group is ideally suited to support City of Roseville on its on-call services contract. We have extensive local experience and have a complete understanding of the expectations of the City. We will ensure that those expectations are met and exceeded. Highlights of our previous on-call experience below:

The Hanna Group has successfully delivered over 100 task orders on our previous on-call contracts

CLIENT	CONTRACT	HIGHLIGHTS
City of Roseville	On-Call Inspection Services	On-call contract included bridge as well as retaining wall and roadway projects. Due to the satisfaction of the client, contract was extended for another year.
City of Elk Grove	On-Call Construction Management Services	Recently completed four projects: Elk Grove-Florin Road Drainage System Improvements, West Stockton Blvd. Sidewalk and Drainage Improvements, Whitehouse Creek Trail Rehabilitation Project and the Railroad Quiet Zone Project. Currently providing construction management services for the Laguna Creek Trail Project.
Contra Costa County	On-Call Construction Management Services	Selected to provide CM services for multiple roadway and bridge projects.
Contra Costa County	Countywide Bridge Maintenance Program	A total of 23 bridges were serviced with zero change orders.
Placer County	On-Call Construction Management	The Hanna Group was selected for this on-call contract after delivering the highly complicated Foresthill Project.
City of Sacramento	On-Call Construction Management Services	The Hanna Group was the top ranked consultant selected in 2011.
City of Citrus Heights 2009 and 2010	On-Call Inspection and Material Testing Services/On-Call Construction Management Services for Capital Improvement Projects	After successfully executing the City of Citrus Heights 2009 on-call contract, The Hanna group was selected a second time by the City for an On-Call contract in 2010.
Caltrans District 59	Structure Construction Management and Inspection Services in support of Districts 6 and 10	\$16 Million contract, over 60 task orders in 13 counties.

Our other current on-call clients include Tulare County, Amador County, City of Burlingame, City of Richmond, and the City of San Carlos.

The following pages give a detailed description of our experience relevant to the services requested.

THE HANNA GROUP

CITY OF ROSEVILLE ON-CALL ROSEVILLE, CA

Client

City of Roseville

Project Dates

06/2010- 05/2013

Project Costs

Construction Cost
\$1,000,000

Owner Reference

Mr. Guy Howes, Project
Manager

(916) 774-5430

The Hanna Group Staff

Mehrdad Varzandeh, PE
Project Manager

Joe Reyes, PE
Resident Engineer



The Hanna Group was selected by the City of Roseville to perform a variety of on-call construction inspection services associated with new development and capital improvement project roadway infrastructure over a two year period. Task orders included inspection services on three different projects:

Blue Oaks Bridge Over Kaseburg Creek: The Blue Oaks Bridge project consisted of the constructing a three-span 22 inch thick cast-in-place slab bridge spanning 120 feet over Kaseburg Creek, which now carries two lanes of traffic (one in each direction) plus shoulders and sidewalk. The construction was completed on time with no change orders associated with foundation work.

Industrial Avenue Overlay Project: RSTP Overlay, 2 inch Rubberized Hot Mix Asphalt (RHMA) Overlay to Industrial Ave from Washington Blvd. to 1000ft south of Justice Center Drive

Highland Reserve Bike Trail Bridge Project: Construction of a bike bridge across Pleasant Grove Creek. The work includes bike trail and bridge improvements - clearing and grubbing, excavation, concrete abutments, setting flat car bridge in place, bike trail paving post and cable fencing, metal railing, signing and striping and other minor improvements. The flat car bridge consists of a refurbished railroad flat car supported on concrete abutments. The trail consists of a 10-foot wide asphalt concrete path with two-foot wide graded shoulders which will tie into and match the existing trail.

<i>Summary of Services:</i>	Resident Engineering, Structure Engineering & Inspection, Construction Management
<i>Elements</i>	Cast-in-place slab bridge, precast/prestressed pile extensions, Jack & Bore, Public Outreach, SWPPP, Shoring, Falsework, Steel Girders, Utilities, Night Work.

HIGHLIGHTS:

- ✓ Due to satisfaction of the client, contract was extended for another year.

THE HANNA GROUP

CITY OF ELK GROVE ON-CALL

ELK GROVE, CA

Client

City of Elk Grove

Project Dates

2014 - Present

Project Costs

Construction Cost
\$60,000 - \$1 Million

Owner Reference

Mr. Jeff Werner, Senior
Civil Engineer

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, California
95758

(916) 478-3602

The Hanna Group Staff

Mehrdad Varzandeh, PE
Project Manager

Matt Taliaferro, PE
Resident Engineer

Joe Pedroni
Construction Inspector



The Hanna Group was selected by the City of Elk Grove to provide on-call construction management services for capital improvements and other projects. The types of activities include, but are not limited to, construction management, construction engineering, office engineering, contract management, inspection services, and reporting for an array of bridge, highway, transit, facility, and Intelligent Transportation System (ITS) projects. In general, the projects are funded by city and state or federal funds. Since being selected by the City, The Hanna Group has provided construction management and inspection services on four projects:

- Elk Grove Florin Road Drainage System Improvement Project
- West Stockton Boulevard Sidewalk and Drainage Improvement Project
- Whitehouse Creek Trail Rehabilitation Project
- Railroad Quiet Zone Project
- Laguna Creek Trail Project

Summary of Services:

Resident Engineering, Construction Inspection,
Construction Contract Administrative Support, Materials
Testing, Surveying

Elements

HMA Paving, Slurry Seal, ADA Ramps, Curb and Gutter,
Sidewalk Construction, Public Outreach, Traffic Control,
Utility Adjustment, Thermoplastic Striping

THE HANNA GROUP

CONTRA COSTA COUNTY ON-CALL CONTRA COSTA COUNTY, CA

Client

County of Contra Costa

Project Dates

2011 - 2018

Project Costs

Construction Cost
\$500,000 - \$7 Million

Owner Reference

Mr. Kevin Emigh, Division
Manager

Contra Costa County
255 Glacier Drive
Martinez, CA 94553

(925) 313-2000

The Hanna Group Staff

Nick Panayotou, PE, QSD
Principal-in-Charge

Mehrdad Varzandeh, PE
Project Manager

Chad Langstraat, PE
Resident Engineer

Matt Taliaferro, PE
Resident Engineer

Harsh Gandhi
Assistant RE/Assistant
Structure Representative

Kevin Sadler
Assistant RE/Assistant
Structure Representative

Youssef Saliba
Inspector

Paul Jefferson
Assistant RE/Assistant
Structure Representative



The Hanna Group was placed on the On-Call and Prequalified Shortlist by the County of Contra Costa to provide Construction Management Services for public infrastructure projects. The types of activities include performing Resident Engineer duties, or assisting the County Resident Engineer in managing, inspecting, and overseeing developer, utility, and County construction projects and encroachment permits. Some of the tasks for on-call CM services have been partially funded with federal dollars. Since being selected, The Hanna Group has provided construction management and inspection services on many projects including:

- Camino Tassajara Shoulder Widening Project
- Walnut Boulevard Pedestrian Improvement Project
- Dougherty Road Bridges Project
- San Pablo Dam Road Bridge Replacement Project
- Orwood Road Bridge Replacement Project
- Alhambra Valley Road Safety Improvements
- Canal Road Sidewalk and Bike Lane Project

Summary of Services:	Resident Engineering, Construction Inspection, Construction Contract Administrative Support, Materials Testing, Surveying
Elements	Widen Existing Roadway section, Building fill slopes, Removal of Existing Fencing (R/W), Tree Removal, Protection of Existing Utilities, Drainage and Driveway Improvements, SWPPP, Public Outreach, Signing and Striping

HIGHLIGHTS:

- ✓ Due to satisfaction of the client, The Hanna Group was selected in 2011 and again in 2014.

THE HANNA GROUP

**CALTRANS "ON-CALL" Technical Construction Support Services
DISTRICTS 6 & 10 (CENTRAL CA)**

Caltrans District 59

2011-Present

Construction Cost:
\$400 Million

Owner Reference

The Hanna Group Staff

Matt Taliaferro, PE
Lead Asst. Resident
Engineer

Steve Jeske
Assistant Resident
Engineer/Inspections

Tony Hosak
Construction Inspector

Vinny Ngo
Construction Inspector

Louis Coletta
Construction Inspector



- ❖ East Merced OH Widening and Replacement
- ❖ Sandy Mush OC Widening and Replacement
- ❖ Le Grande Ave. Overcrossing
- ❖ Clinton Avenue OC Seismic Restoration
- ❖ Kings River Bridge Widening and Replacement
- ❖ Goshen 6 Lane N. Segment
- ❖ CA Aqueduct Bridge Rehabilitation
- ❖ Pond Rd. OC Seismic Restoration
- ❖ Elmo Highway OC Seismic Restoration
- ❖ Rowlee Road OC Rehabilitation
- ❖ Lerdo Highway OC Seismic Restoration
- ❖ Pumping Station Rd. OC Rehabilitation
- ❖ California Aqueduct Bridge Rehabilitation
- ❖ Cuddy Creek Bridge Rehabilitation
- ❖ Tehachapi Creek Bridge Rehabilitation
- ❖ Backus Road Overcrossing Rehabilitation
- ❖ California Aqueduct Bridge Seismic Restoration
- ❖ South Mojave OH Rehab
- ❖ Boron OH Rehab
- ❖ Keen Rd. UC Rehabilitation
- ❖ Rte. 204/58 Separation Rehab
- ❖ Rte. 202/58 Separation Rehab
- ❖ Golden State Ave. Separation Rehab
- ❖ W198-N99 Connector Plaza OH Seismic Project
- ❖ St. John's River Bridge Seismic Restoration
- ❖ Avenue 328 OC Seismic Restoration
- ❖ Avenue 12 Interchange
- ❖ San Joaquin River Bridge Widening and Replace
- ❖ Le Grande OC Seismic Restoration

As the prime consultant, The Hanna Group is currently delivering Construction Management and inspection services to Caltrans on their District 59 On-call contract for Districts 6/10. This 3.5 year contract includes a wide variety of structure construction engineering, field inspection, material testing, surveying, field engineering, contract administration and other related duties. Services provided in the area covering **13 counties** include inspection and engineering of bridge deck repairs by either treating with methacrylate or polyester concrete, joint seal replacements, bridge widenings, bridge replacements, retaining wall construction as well as weight station improvements.

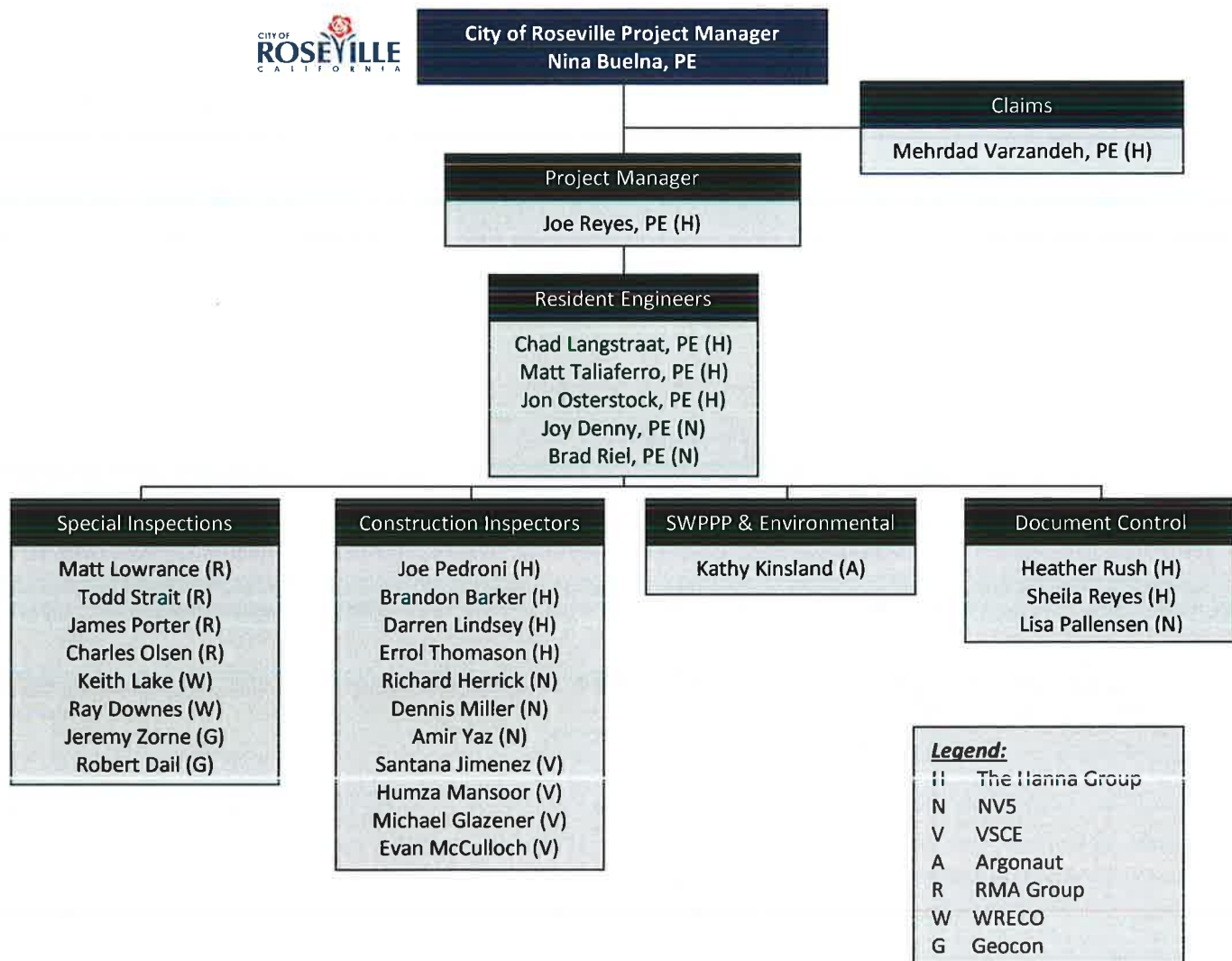
Projects include West Merced Overhead Replacement, Bradley Overhead Bridge Replacement Project; Kingsbury Grade Freeway and Bridge Widening Project; San Joaquin Bridge Replacement Project; Ingram Creek Bridge Replacement Project; and the Kansas Ave Freeway Ramp Realignment Project, as well as numerous seismic retrofitting projects throughout the Districts.

<i>Summary of Services:</i>	Pre-Construction Services , Contract Administration, Material Testing, Bridge Deck Repair Inspection, Structures Inspection, Building Inspection, Falsework/Shoring review, Submittal/RFI Review , Claim Support, Record Drawings (As-built)
<i>Elements</i>	Coordination w/UPRR and BNSF Railroads, SWPPP, Shoring, Falsework, Utilities, New Cast in Place Concrete Bridges, Work adjacent to Live Traffic, Large Scale Retaining Walls, New On-Ramp Construction, Construction Detours, Temporary Supports.

C. QUALIFICATIONS OF TEAM



C. QUALIFICATIONS OF TEAM



Below is a summary of our key personnel's experience. Their detailed resumes are provided in the Appendix of this proposal.

THE HANNA GROUP

Mehrdad Varzandeh, P.E. – License # C52890, QSD

Claims



Experience with the
City of Roseville

Mehrdad is a Registered Civil Engineer with over 25 years of experience in construction of transportation related projects and is extremely familiar with City of Roseville's and Caltrans standard policies and procedures. Mehrdad's exclusive experience is in administering and managing federally funded projects for local agencies, including City of Roseville. Mehrdad will serve as the Claims Engineer and will be responsible for reviewing and coordinating responses to the requests for changes from the contractor, reviewing and organizing, as necessary, expert reviews of

contractor's claims, and drafting responses to contractor's claims. Prior to joining The Hanna Group, Mehrdad worked directly for the California Department of Transportation (Caltrans) for 11 years, where he served as both Resident Engineer and Structure Resident Engineer on numerous construction projects. Mehrdad has served as an NOPC and Claims Engineer on numerous high profile Caltrans bridge projects where he prepared, presented, and resolved over 50 Notices of Potential Claims through the Dispute Review Board process.

THE HANNA GROUP

Joe Reyes, P.E. – License # C54531, QSD
Project Manager



Experience with the City
of Roseville

Joe is a Registered Professional Engineer with over 25 years of construction experience in various highway and bridge projects. At Caltrans (CT), he served 12 years with the Bridge Department as an Assistant Resident Engineer and Structures Representative on a variety of bridge construction projects. Joe was also a training instructor for the CT Office of Structure Construction providing construction staff engineers' technical training on falsework, shoring, and bridge inspection. His experience as a Resident Engineer and a contractor's engineer, combined with his thorough knowledge of State and Local Agency procedures, **experience with City of Roseville** policies, Caltrans Construction Manual and the Bridge Construction Records & Procedures Manual, will ensure that any delays and conflicts are mitigated and the project is completed within budget and schedule.

THE HANNA GROUP

Chad Langstraat, P.E., QSD/QSP
Resident Engineer



Experience with the City
of Roseville

Chad is a Registered Engineer with over 12 years of construction experience on technically challenging roadway, highway, and structures projects using city, county, and Caltrans standards throughout California. Chad is intimately familiar with City of Roseville's procedures, local conditions, and personnel based on his previous experience **working for the City on the Royer Park Trail Project**. He has completed constructability reviews on multiple projects, resulting in lower bid, less bid spreads, fewer issues and changes during construction, and fewer claims. Chad has performed cost analysis in preparation of contract change orders as well as evaluated numerous potential claims. His career has involved oversight of all aspects of highway and bridge construction including PCC and asphalt paving, roadway widening and new alignment, bridge demolition, precast girders, and stream diversion requirements. His Resident Engineer experience includes working on projects requiring coordination with utilities installation/relocation, compliance with regulatory/environmental agency permits, and public outreach with land owners.

THE HANNA GROUP

Matt Taliaferro, P.E. – License # C62059, QSD
Resident Engineer

Matt is a California Registered Professional Engineer with over 20 years of construction experience in various building, roadway, highway and public works projects. Matt has is currently closing out the Cosumnes River Boulevard Extension Project with the City of Sacramento. In addition, Matt is serving as a Resident Engineer for three roadway rehabilitation and maintenance projects for the City of Elk Grove. Prior to joining The Hanna Group, Matt worked as a Lieutenant in the US Navy

Civil Engineer Corps, where he managed multiple million dollar construction projects. He subsequently went on to perform design engineering work and then went to the County of Nevada, California where as a Senior Civil Engineer he was responsible for the coordination, direction and control of the construction administration and management of all county capital improvement projects and road maintenance projects as well as served as the Building Department Engineer.

THE HANNA GROUP

Brandon Barker

Assitant Resident Engineer/Inspections



Experience with the City
of Roseville

Brandon has over 20 years of experience in construction and construction management of highways, roadways, and bridges. He has worked as a contractor and as an Inspector on Federally funded Public Works Projects throughout the State involving traffic staging plans, earthwork, traffic control, utility relocation, and SWPPP monitoring and documentation. He has been responsible for the inspection of concrete and asphalt paving, striping, traffic control, SWPPP, underground utilities (water, sewer, gas, storm, electrical, communication), guardrail, CIDH construction, bridge construction, and a variety of bridge related items. Brandon is well versed in the construction management of City of Roseville's construction projects and has experience working with City of Roseville on over 15 projects as a contractor including the following:

- Eureka Road Widening
- Stone Point CDF
- Opus Improvements
- Secret Ravine PKWY CDF (along with Highland Park 5,6,7,& 8)
- Woodcreek Oaks North Widening @ Diamond Woods
- Crocker Ranch/ Opal/ Fiddymont CDF
- Galleria Mall Improvements (Roseville PKWY and Gibson Drive Improvements)
- Fountains Improvements
- Woodcreek West Apartments (Junction Widening)
- United Artist Theater
- Century Theater
- Winco Foods and Fairway Drive Improvements
- Roseville Aquatic Center and Fairway Drive Improvements

THE HANNA GROUP

Joe Pedroni, QSP Trained

Assistant Resident Engineer/Inspections



Experience with the City
of Roseville

Joe Pedroni has 30 years of experience in the construction management of highways, roadways, bridges, and facilities. He has worked as a Senior Inspector on a variety of Public Works Projects in California. He has been involved in various roadway projects both as a Contractor and as an owner's representative. His experience include, in general asphalt paving, slurry seal, microsurfacing, striping, chip seals, roadway widening, traffic control, traffic signal improvements, roadway re-alignments, SWPPP, underground utilities, sidewalk, curb, gutter, ADA access improvements, and miscellaneous roadway items. He is well versed in the construction management of Public Works construction projects. Additionally, Joe is well versed in the construction management of City of Roseville's construction projects and has **experience working in the City of Roseville on over 8 projects as a contractor.**

THE HANNA GROUP

Darren Lindsey
Inspections

Darren is a resident of Roseville and has over 24 years of experience in the construction and construction management of highways, roadways, bridges, and facilities. He has worked as a contractor and as an Inspector on Public Works Projects throughout the State. His project experience includes inspection of various infrastructure improvements including waterlines, traffic signals, signing and striping, multiple types of bridges, parking structures, and buildings.

THE HANNA GROUP

Errol Thomason – QSP Trained
Electrical/Utility Inspections

Errol has more than 25 years of experience in construction supervision, construction management, and construction inspection. His project exposure includes experience in multidisciplinary installations such as facilities, water/wastewater, structures, sewer and water pipelines, pile foundations, and general public works utility projects and facilities. He has experience as an inspector simultaneously handling multiple projects. His diligence and ability to perform a multitude of tasks as an assistant resident engineer is unmatched. He is intimately familiar with working on projects surrounded by the traveling public and adjacent to residences and businesses.

GEOGRAPHIC LOCATION OF FIRM & KEY STAFF

The Hanna Group main office is located Rancho Cordova. Our proposed Key Staff live locally, meaning they are personally interested in the outcome of Roseville projects and will be able to immediately respond to the City's needs.

SUBCONSULTANTS

THE RIGHT TEAM FOR THE PROJECT

To meet the level of service necessary for successful delivery of On-Call Resident Engineer and Inspection Services for Roseville, The Hanna Group has assembled a talented team of professionals supported by six (6) highly qualified subconsultants with significant construction management and inspection experience. The following section provides a brief description of each firm and their associated capabilities. Subconsultant resumes can be found in the Appendix section of this proposal.

FIRM	ROLE	DBE
The Hanna Group	Prime/PM/CM/Inspection	
NV5	Additional RE/Inspection	
VSCE	Additional Inspection	✓
Argonaut	SWPPP/Environmental Monitoring	✓
RMA Group	Special Inspection	
Geocon	Special Inspection	
WRECO	Special Inspection	✓



NV5 - RE/Construction Inspection - NV5 has been providing construction management services in the Central Valley and Northern California since the 1970s. They specialize in both staff augmentation and full service turnkey CM project delivery. In addition, their staff has worked with local cities and counties, and they understand the local specifications and requirements. Currently, they have 48 construction management staff assigned throughout Northern California. This large number of staff provides them with an exceptional resource, and will assist them with providing the City with the appropriate personnel for each task order. Their team includes former Caltrans Construction Senior Engineers, Resident Engineers, and Structure Representatives. They also provide structure and roadway inspectors, materials testers, office engineers, project administrators, Qualified SWPPP Practitioners (QSPs), and Qualified SWPPP Developers (QSDs). They have served as construction managers and provided inspections for hundreds of local projects.



VSCE - Construction Inspection - VSCE Inc. (VSCE) is a certified DBE firm founded by Jesús Vargas and Frank Sana P.E. in 2004 with the premise to help both public and private clients through successful project delivery for their built environments. VSCE is a group of highly qualified Resident Engineers, Construction Inspectors, Office Engineers, Program & Construction Managers, Engineers and public relations specialists working together with their clients to achieve effective results for projects. VSCE brings a wealth of Caltrans highway and bridge construction experience. Their Principals and staff worked on major and most complex highway construction projects and transportation programs in Northern California.



Argonaut Ecological Consulting, Inc. - SWPPP and Environmental Monitoring - Argonaut Ecological Consulting, Inc. is a certified woman-owned business (DBE - 36268) that specializes in providing regulatory and compliance support services to municipalities and construction management firms throughout the Sacramento and San Joaquin valleys. Their services focus on, biological resources and water quality compliance (stormwater, NPDES permit, sampling). They support project managers and construction management firms by providing technical and regulatory expertise with the objective being to minimize regulatory risks to their municipal clients. They have 20 years of regulatory experience, and in particular, they have worked on several transportation projects (interchanges, roadway widening, and bridge replacement) within the Roseville and Rocklin areas. The biological services provided include compliance tracking, biological pre-construction surveys, environmental awareness training, fish rescue/removal, agency reporting, and on-going monitoring, etc. Their focus is on assisting the RE with auditing and documenting environmental compliance and interface with the contractor or agency staff, if so directed to do so by the RE.



RMA Group - Special Inspections - By working closely with the Resident Engineer, RMA Group will provide the material engineering and testing services. RMA Group has extensive experience and knowledge of the local conditions in and around Roseville, working on a wide variety of projects ranging from roadway and city street subgrades, utility trench backfill

testing, to inspection for highways and bridges, for all types of soil conditions. RMA Group is a California based geotechnical engineering consulting firm established in 1962. RMA consists of professionals specializing in geotechnical engineering, geo-environmental consulting, construction materials testing and inspection, and construction management. RMA Group is a registered firm with the DIR, PWC Registration Number 1000006493.

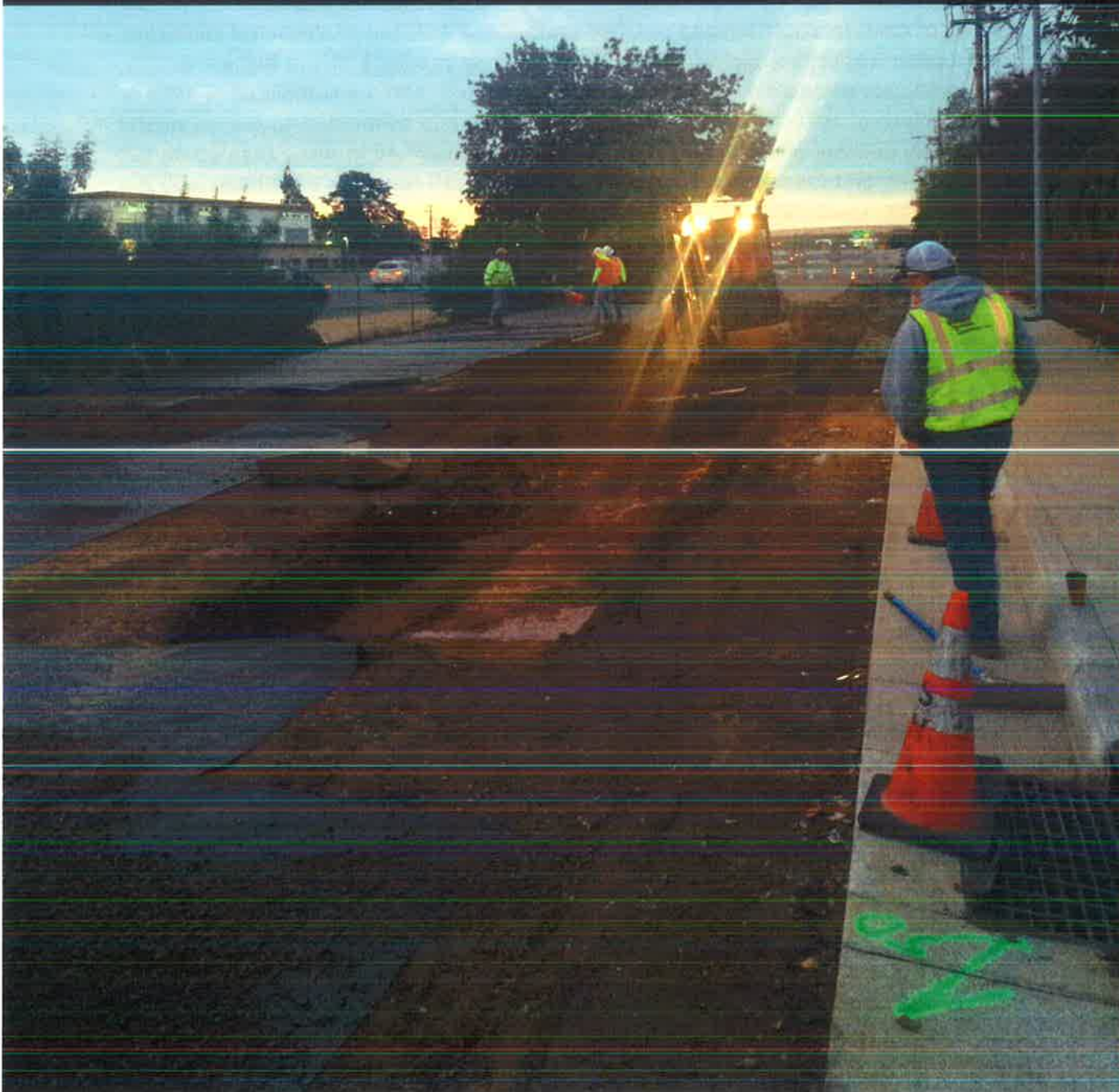


WRECO - Special Inspections - WRECO is a small business and a minority-owned engineering consulting firm (California Unified Certification Program Disadvantaged Business Enterprise [DBE] No. 30066), providing specialty services in geology/geotechnical engineering, materials testing and inspections, civil engineering, water resources, and environmental compliance. Their well-qualified staff of 50+ professionals in four offices – consisting of California licensed and certified professional civil and geotechnical engineers, geologists, construction inspectors, biological monitors – deliver products of the highest quality, while tracking their project schedule every step of the way to ensure tasks are completed on time or ahead of schedule. Each of WRECO's proposed staff is available and committed to the successful completion and timely delivery of the project. WRECO has been involved in more than 80 on-call contracts for local, state, and federal agencies. Some of their on-call contracts have been with the City of Roseville and Caltrans District 4. WRECO's staff is well versed and aware of the specialized needs that on-call contracts require to successfully deliver projects to meet program needs.



Geocon - Special Inspections - Geocon is a professional consulting firm specializing in geotechnical engineering, materials testing, special inspections, environmental engineering, including hazardous materials services, and contracting services for local municipalities, state agencies, and private entities. Geocon staff understands the importance of easy accessibility and they recognize the value of time to their clients. They currently employ approximately 250 professional and support staff company-wide, located in nine offices throughout California. Each office is supported by state-of-the-art geotechnical and materials testing laboratories and inventories of field equipment and instrumentation. Geocon has provided responsive geotechnical and materials testing services under pre-qualified lists and on-call contracts for 45 years. They are currently providing similar services to many other northern California agencies and under these contracts, they have consistently demonstrated their ability to respond to standard and last-minute service requests, and fast-tracked project schedules for small, medium, and large projects.

D. EXPERIENCE & REFERENCES



D. EXPERIENCE & REFERENCES

FAMILIARITY OF CITY, STATE, & FEDERAL PROCEDURES

The tasks for on-call services and specific projects may be partially funded with federal dollars. **In order for the City to get reimbursed for federal funds it is imperative that the project is managed in accordance with Local Agency procedures.** The Hanna Group (THG) will assist the City of Roseville in managing the contract in accordance with City, Caltrans Specifications and/or Local Assistance Procedures Manual. In order to not jeopardize the federal funds on the project, it is imperative that the construction management firm administers the contract in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Procedures Manual, and Caltrans Construction Manual. The manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.



Since almost all of our projects and clients are local agencies, THG staff has significant experience with State and Federal Procedures; we manage each phase of our projects (pre-construction, construction and post construction) in accordance with Federal and State Procedures, specifically, the Caltrans Local Assistance Procedures Manual, and Caltrans Construction Manual. We are especially familiar with Chapter 16 “Administer Project” of the LAPM, which covers the topics beginning with project supervision, contract time, subcontractors, Engineer’s daily reports, projects files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment, disadvantaged business enterprise, contract change orders, material sampling and testing, and traffic safety in the highway and street zones. We also use the guidelines set forth in Chapter 17, “Project Completion”, to ensure a seamless project closeout. Additionally, by the virtue of the fact that we are currently managing other projects for the City of Roseville, THG is familiar with the City’s contract administration procedures, Project Managers, emergency contacts and the City’s Design and Construction standards). This familiarity will result in seamless and more efficient project management.

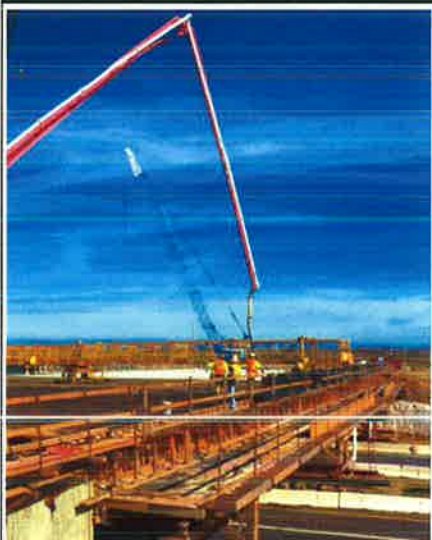
The next page shows some of our experience in managing projects with FHWA and FTA funding.

CITY OF SACRAMENTO – COSUMNES RIVER BOULEVARD EXTENSION/I-5 INTERCHANGE (FHWA FUNDING)



Cost:	\$70 Million
Dates:	1/2013- 8/2016
Description:	This project extended Cosumnes River Boulevard from Franklin Boulevard to an Interchange at I-5, and then farther west to an at-grade intersection with Freeport Boulevard. This mega project includes the construction of a bridge that will cross over Morrison Creek and UPRR, demolition and reconstruction of the current overpass over I-5, 6 miles of new roadway construction including sidewalks, 83 ADA compliant ramps, bike lane, installation of new traffic signal lights/pedestrian pushbuttons, signs and striping, traffic control and public outreach.
Key Staff:	Mehrdad Varzandeh, Joe Reyes, Matt Taliaferro, Joe Pedroni, Brandon Barker
Subs:	RMA Group
Client Reference:	Nader Kamal, PE, Project Manager, (916) 808-7035

COUNTY OF YUBA – SR 70/FEATHER RIVER BOULEVARD INTERCHANGE (FHWA FUNDING)



Cost:	\$14.7 Million
Dates:	7/2014 – 11/2015
Description:	The SR 70 / Feather River Blvd. Interchange Project removed the existing signalized at grade intersection and created an elevated roadway to allow Feather River Boulevard to cross the recently widened SR 70. The improved intersection includes a four-lane overcrossing of SR 70 and five interchange ramps. The major elements of this project include: Construction of a 2-span, cast in place, pre-stressed concrete box girder, Construction of Retaining walls, abutments on driven steel piles, Earthwork, Roadway approaches, rock slope protection, Construction of a precast box culvert at Algodon Slough, Traffic signals, lighting, storm drainage, landscaping, Striping and Signage.
Key Staff:	Mehrdad Varzandeh, Jon Osterstock, Joe Pedroni
Subs:	RMA Group
Client Reference:	Tim Young, PE, Assistant Director, (530) 749-5420

SAN JOAQUIN REGIONAL RAIL AUTHORITY – MINER AVENUE UNDERCROSSING (FTA FUNDING)



Cost:	\$4.4 Million
Dates:	04/2012- 8/2013
Description:	The Miner Avenue Undercrossing Project generally consisted of: Removal of portions of the existing Structure (retaining walls, wingwalls, sidewalk, planter), Installation of 4' diameter CIDH piles with permanent steel casing, construction of steel superstructure, Prestressed Concrete Fascia Girders, Decorative Wall and Jack & Bore underneath the railroad tracks. This project required expertise on particular construction techniques such as steel fabrication and construction, familiarity with camber geometry for fabrication, experience with technical construction stages and extensive coordination with Union Pacific Railroad.
Key Staff:	Mehrdad Varzandeh, Joe Reyes
Client Reference:	Bryan Pennino, PE, Project Manager, (209) 456-2063

E. ON-CALL PROJECT PLAN



E. ON-CALL CONTRACT PROJECT PLAN

CONTRACT MANAGEMENT APPROACH

The Hanna Group approach to managing projects for the City of Roseville will start with professionally staffing the project with exceptional Resident Engineers/Assistant Resident Engineers, Inspectors, Contract Claims Engineers, and office personnel as requested by the City. The proposed personnel will serve as the City of Roseville's representatives in administering the construction contract to ensure that the requirements of the plans and specifications are met resulting in a high quality and fully functional facility. The construction management firm's responsibility is to ensure that the construction improvements are constructed in accordance with the plans and specifications, and delivered safely on time and within budget. To meet this goal we will:

- Provide qualified, specialty inspectors in all disciplines involved in the project.
- Have a project team that understands the work and potential difficulties encountered during construction.
- Create a collaborative team with all stakeholders, including the Contractor.
- Be proactive in identifying issues and finding solutions.
- Pay close attention to oversight agency requirements and permits to protect the City from potential permit violations.
- Thoroughly document all activities and properly track all documents generated during construction.
- Coordinate with all involved entities (contractor, design engineer, various agencies, and other stakeholders).
- Effectively communicate with all involved entities.
- Manage changes to minimize costs.
- Dedicate the team for the entire length of the Project.

THG's qualified staff and its true and tested Construction Management administration and documentation procedures (which are based on the Caltrans Construction Manual requirements), will ensure that these expectations are met or exceeded. Our CM team will work with the City staff and Project Manager, contractor, and the design engineer to anticipate problems and solve day-to-day issues to prevent these issues from becoming larger dilemmas.

During the construction, it is our goal to work as a team with the Contractor; to try to prevent him from running into problems and delays; and to make sure that each new construction process starts out in conformance with the project documents. This will ensure that the rework is kept to a minimum and that the project stays on schedule and minimizes the issuance of "non-conformance" reports. The key attitude that allows us to work so effectively with the Contractor is that of being in "partnership" with him and his subcontractors, with a commitment to get the project completed on time and within budget, as opposed to an attitude of looking for errors and mistakes.

COMMUNICATION & CONTROLS

One of the keys to effective project management is clear communication between the project construction team and our project manager during the startup phase of the project to clearly define the anticipated scope of work, establishing the lines of communication, and project protocol.

Our proposed Project Manager, Joe Reyes, PE will be responsible for ensuring that the performance of our proposed personnel meets or exceeds City expectations and that their work is accomplished on time. Through initial scope meeting discussions with the City Project Manager, Joe will develop an understanding of each project's expectations and any special reporting requirements for tracking budget and schedule.

Joe will be responsible for:

- ✓ Implementing a clear and concise plan as to "how" we will carry out our assignments relating to construction management procedures and contract administration procedures.
- ✓ Understanding unique requirements or aspects of the project.
- ✓ In consultation with City Project Manager, develop and execute Task Orders.
- ✓ Screening, interviewing and assignment of Staff to the City for approval and acceptance
- ✓ Reviewing, administering, monitoring, training and directing of proposed personnel
- ✓ Pro-actively identifying the changing needs of the project and its staffing needs
- ✓ As required, attend weekly or monthly meetings with City Project Manager

ABILITY TO MOBILIZE QUICKLY

The purpose of on-call contracts is to provide the means to allow the City to quickly mobilize construction support and related services at contracted rates, without the solicitation and contract negotiation process for each project. On-call contracts for support services also provide the City with staffing flexibility and opportunities to suit specific project on an as-needed basis.

In order to provide the City with the expertise needed to complete all work assignments successfully, we are presenting a team of professional engineers, inspectors, and technicians. To ensure the City of Roseville receives prompt response and quick mobility, Joe Reyes, PE, Project Manager will be the primary contact for the City and the focal point for the team.

THG is aware of and understands the potential for the City's needs for rapid mobilization including varying locations for this contract, and have carefully assessed the availability of our proposed team members. We have analyzed our contract commitments and workload in light of recent contracts for which we are currently working. Care has been taken to ensure we have no double-committed

individuals nor left some needs unmet. Therefore, we can assure the City that THG has the staffing capacity, with multiple position overlaps within the team to adequately staff this project at any level for its duration. By taking the time to do a detailed staff analysis before taking on a new assignment, our past performance consistently demonstrates the firm's capacity to staff new projects or adjust project staffing levels on short notice for the City in a cost-effective, timely manner.

COST CONTROL

As part of any construction management project, identifying and preparing for potential risks is an important early action. Typically with these types of construction projects there is the potential for several "hidden costs" such as:

- Utility relocation liabilities
- Hazardous Material
- Environmental Mitigation/ permit requirements
- No Contingency applied to R/W costs
- Third party liabilities

For each risk identified, we assess probability and impact, define party best able to manage the risk, and propose mitigation or elimination strategies. Given our significant experience with bridge projects, The Hanna Group brings a significant amount of experience and "lessons learned" to the City of Roseville.

We have consistently satisfied our previous clients by reasons of experience in performing work of the same or similar nature and applying our "lessons learned" to each construction project we manage. Below is a summary of recent projects that The Hanna Group has managed in the past five years with each project having been delivered on time and below budget:



F. COST PROPOSAL



F. COST PROPOSAL

The Hanna Group's cost proposal is provided in a separate sealed envelope.

G. REQUIRED STATEMENTS/DOCUMENTS



G. REQUIRED STATEMENTS/DOCUMENTS

SECTION 4.0 The Hanna Group will not substitute designated members of the team, including sub-consultants, without approval by City Staff.

SECTION 9.4 The Hanna Group warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

SECTION 9.7 The Hanna Group is able to and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

SECTION 9.23 The Hanna Group confirms that nothing in this proposal will be proprietary.

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.

Hanna Engineering, Inc. dba The Hanna Group

NAME OF BUSINESS



SIGNATURE

Nick Panayotou, Vice President

NAME & TITLE, TYPED OR PRINTED

3101 Zinfandel Drive, Suite 320

MAILING ADDRESS

(650) 642-5299

TELEPHONE NUMBER

nick@hannagr.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☐ Partnership

☒ Corporation

☐ Limited Liability Company

CA State of Incorporation

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT**RFP/RFQ PROCUREMENT NUMBERS: #15-45PROJECT NAME: ON-CALL CONSTRUCTION RESIDENT ENGINEER AND INSPECTION SERVICES

APPLICABILITY: Applicable to local agency consultants in management positions.

- ☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- ☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- ☒ I hereby certify as follows:
1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
 2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
 3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
 4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- ☒ I certify that I have read **23 CFR 172.7(b)(4)(i)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

23 CFR 172.7(b)(4)(i)

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

- ☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.
- ☒ I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: 02/15/17Signed: Name: Joe ReyesTitle: Project Manager

Dept./Local Agency: _____

Employer: The Hanna Group**REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- ☒ that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;
- ☒ that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: 02/15/17Signed: Name: Mehrdad VarzandehTitle: Principal

Dept./Local Agency: _____

Employer: The Hanna Group

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and Supervisor's statement.

- ☐ Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.
- ☐ Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.
- ☐ The consultant's time is not considered eligible for either Federal or State reimbursement.
- ☐ The local agency is not considered eligible for either Federal or State reimbursement.

Date: _____

(DLAE) Signed: _____

Name: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with signature

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ <u>(CONSULTAN)</u> ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:		
16. Continuation Sheet(s) attached: Yes ☐ No ☒ (attach Continuation Sheet(s) if necessary) N/A NO LOBBYING ACTIVITIES		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>N. Panayotou</u> Print Name: <u>Nick Panayotou</u> Title: <u>Principal</u> Telephone No.: <u>(916)254-5156</u> Date: <u>02/15/17</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:Consultant Firm Name: The Hanna GroupIndirect Cost Rate: 108.45 % * for fiscal period 01/01/2015 to 12/31/2015
(mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of RosevilleContract Number: _____ Project Number: #15-45

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 16,500,000 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ On-Call - Unknown

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Argonaut	\$	TBD
Wreco	\$	
VSCE, Inc.	\$	
NV5	\$	
RMA Group	\$	
Geocon		

Consultant Certifying (Print Name and Title):

Name: Nick Panayotou

Title: Principal

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 02/15/2017

Consultant Contact Information:

Email: nick@hannagr.com

Phone number: (916) 254-5156

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Roseville Public Works Engineering 2. Contract DBE Goal: 14 %
 3. Project Description: ON-CALL CONSTRUCTION RESIDENT ENGINEER AND INSPECTION SERVICES
 4. Project Location: CITY OF ROSEVILLE
 5. Consultant's Name: THE HANNA GROUP 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
SWPPP / Environmental Monitoring Services	36268	Argonaut Ecological Consulting 2377 Gold Meadow Way, Suite 102 Gold River, CA 95670	TBD
Special Inspections	30066	Wreco 8331 Sierra College Boulevard, Suite 208 Roseville, California 95661	TBD
Construction Inspection Services	34787	VSCE, Inc. 827 Broadway Ave., Suite 340 Oakland, CA 94601	TBD
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	14 %
17. Local Agency Contract Number: _____			
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 	02/15/17 13. Date (916) 254-5156 15. Phone
19. Proposed Contract Execution Date: _____ (NAME)			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		12. Preparer's Signature Nick Panayotou 14. Preparer's Name Principal 16. Preparer's Title	20. Local Agency Representative's Signature 22. Local Agency Representative's Name 24. Local Agency Representative's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

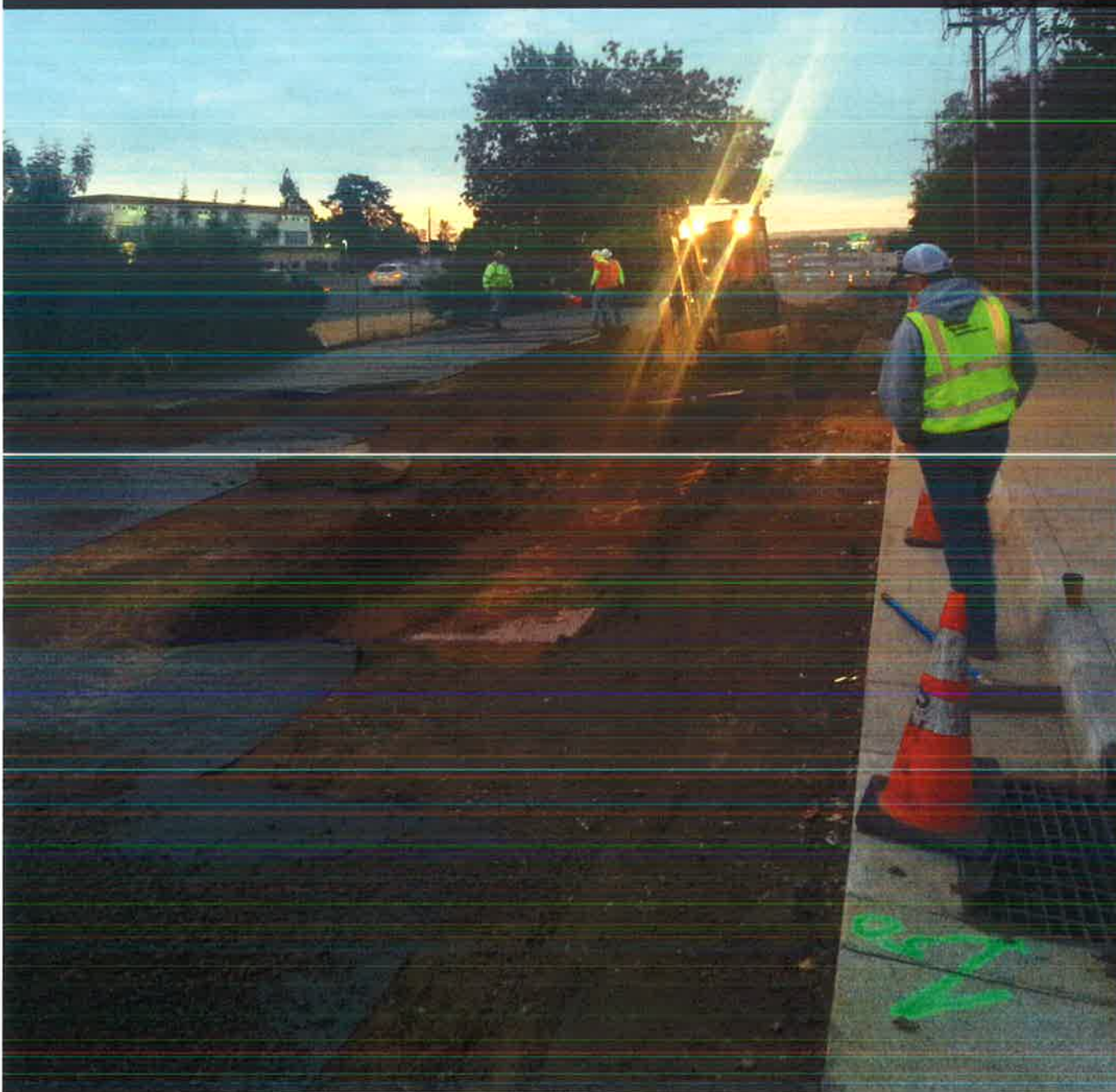
1. Local Agency: City of Roseville Public Works Engineering 2. Contract DBE Goal: 14 %
3. Project Description: ON-CALL CONSTRUCTION RESIDENT ENGINEER AND INSPECTION SERVICES
4. Project Location: CITY OF ROSEVILLE
5. Consultant's Name: THE HANNA GROUP 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: On-Call TBD
8. Total Dollar Amount for ALL Subconsultants: TBD 9. Total Number of ALL Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
SWPPP / Environmental Monitoring Services	36268	Argonaut Ecological Consulting 2377 Gold Meadow Way, Suite 102 Gold River, CA 95670	TBD
Special Inspections	30066	Wreco 8331 Sierra College Boulevard, Suite 208 Roseville, California 95661	TBD
Construction Inspection Services	34787	VSCE, Inc. 827 Broadway Ave., Suite 340 Oakland, CA 94601	TBD
Local Agency to Complete this Section			14. TOTAL CLAIMED DBE PARTICIPATION
20. Local Agency Contract Number: _____ (NAME) 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$ TBD
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14 %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  02/15/17 15. Preparer's Signature _____ 16. Date _____ Nick Panayotou (916) 254-5156 17. Preparer's Name _____ 18. Phone _____ Principal 19. Preparer's Title _____			

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

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

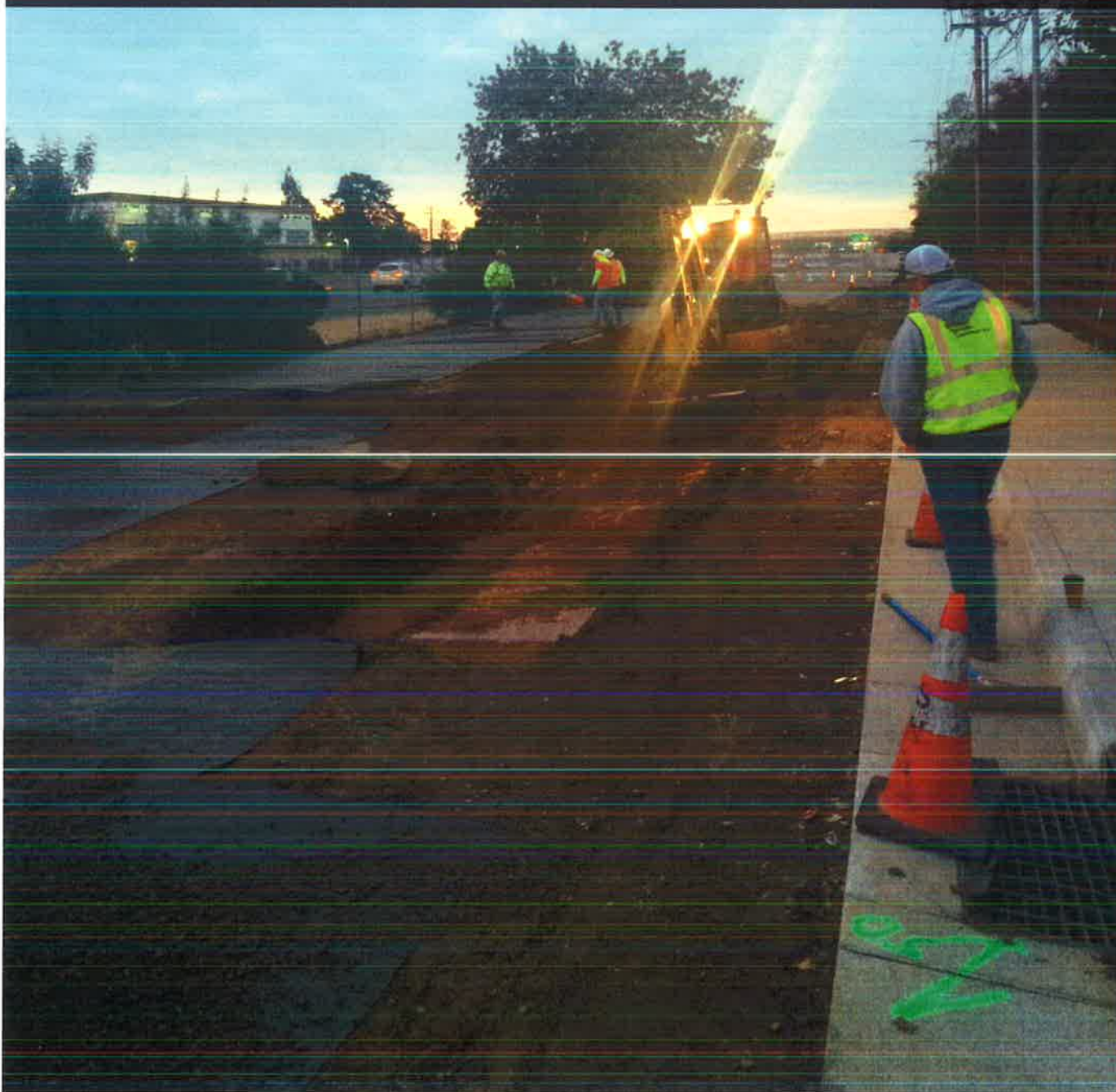
H. EXCEPTIONS



H. EXCEPTIONS

The Hanna Group has no exceptions, alterations or amendments to the Scope of Services or other requirements of the RFP, including the Sample Contract (Attachment B).

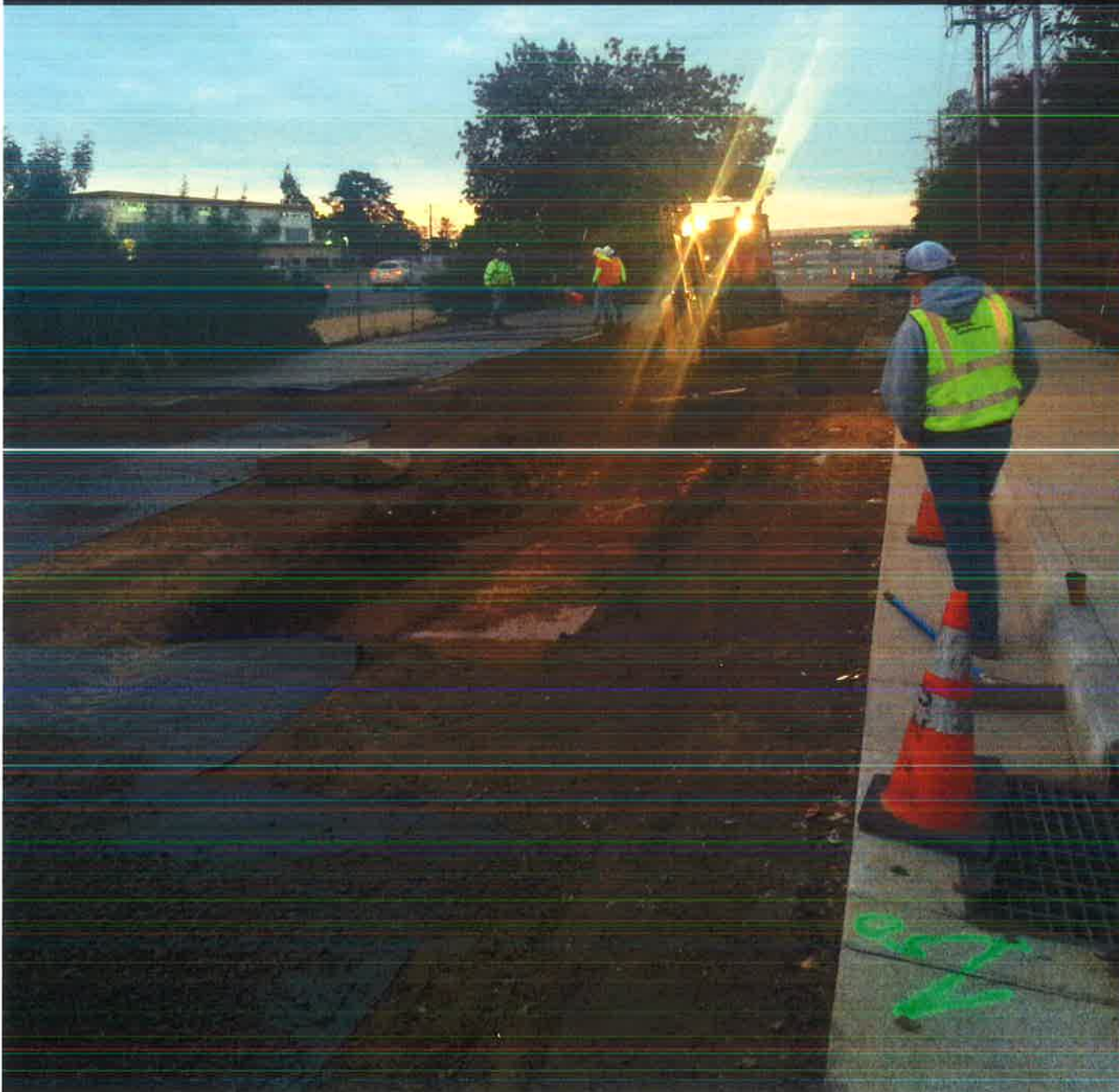
I. COMPETENCY OF PROPOSER



I. COMPETENCY OF PROPOSER

The Hanna Group has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. The Hanna Group has no 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 ever terminated a contract with The Hanna Group for breach. The Hanna Group has the ability to maintain a staff of regular employees and sub-consultants adequate to insure continuous performance of work, and the equipment for the work contemplated is sufficient, adequate and suitable.

APPENDIX



Education

B.S. Civil Engineering,
California State
University, Sacramento,
1991

Certification

California Professional
Engineer Licensed,
#C54531 (Exp. 12/31/15)

Specialized Training

Union Pacific Railroad
Contractor Safety
Orientation trained

CalOsha Safety

Fall Protection

Environmental
Awareness

California Department of
Transportation:

RE Academy

Bridge Field Engineer
Training Instructor

Precast Girder Erection
Instructor

CCO and Claims Trainer

Suretrack Certified

CT Bridge Design
Academy

QSD/QSP (#22590)

Awards

- ★ Transportation Award for Major Structures; The Zampa Memorial Bridge
- ★ 2002 Caltrans Certificate of Recognition for Exceptional Performance for OSC- Office J
- ★ 1996 CT Partnership Award, Cypress Project – Contract F

Joe will serve as the Project Manager/ Technical Advisor for the Project. Joe is a Registered Professional Engineer with over 25 years of construction experience in various highway and bridge projects. At Caltrans (CT), he served 12 years with the Bridge Department as an Assistant Resident Engineer and Structures Representative on a variety of bridge construction projects. Joe was also a training instructor for the CT Office of Structure Construction providing construction staff engineers' technical training on falsework, shoring, and bridge inspection. His experience as a Resident Engineer and a contractor's engineer, combined with his thorough knowledge of State and Local Agency procedures, **experience with City of Roseville** policies, Caltrans Construction Manual and the Bridge Construction Records & Procedures Manual, will ensure that any delays and conflicts are mitigated and the project is completed within budget and schedule.

Fiddymment Road Widening, City of Roseville, CA***Resident Engineer***

Managed this road widening project for the City of Roseville. Improvements included raised center median for future landscaping; 3-north bound lanes; 2-south bound lanes; bike lanes on each side of the road, pavement markers and signage, and construction of road side ditch on the west side of Fiddymment Road. Lane improvements in the southbound direction at the Fiddymment/Baseline Road intersection consisted of: 1-eastbound left; 2-southbound through; and 1-westbound right, and signal modifications at the Fiddymment/Baseline Road intersection to accommodate change in lane geometry. Construction was completed in December 2012.

Industrial Avenue Overlay, City of Roseville, CA***Resident Engineer***

Resident Engineer for the Industrial Avenue Overlay Project. Project included RSTP Overlay, 2 inch Rubberized Hot Mix Asphalt (RHMA) Overlay to Industrial Ave from Washington Blvd. to 1000ft south of Justice Center Drive.

Highland Reserve Bike Trail Project, City of Roseville, CA***Resident Engineer***

Construction of a bike bridge across Pleasant Grove Creek. The work includes bike trail and bridge improvements - clearing and grubbing, excavation, concrete abutments, setting flat car bridge in place, bike trail paving post and cable fencing, metal railing, signing and striping and other minor improvements. The flat car bridge consists of a refurbished railroad flat car supported on concrete abutments. The trail consists of a 10-foot wide asphalt concrete path with two-foot wide graded shoulders which will tie into and match the existing trail.

I-80 Pedestrian Overcrossing Project, City of Sacramento, CA***Resident Engineer/Structure Representative***

Assigned as Resident Engineer and Structure Representative for the 800 ft long, 6 span CIP PS/PT Box girder bridge over I-80 and Steel Truss bridge over an irrigation canal. Since nearly the entire \$4 million project was in Giant Garter Snake habitat, this project required permits with the Regional Water Quality Control Board, Department of Fish and Game and Army Corp of Engineer. Duties included full construction management and field inspection duties, coordinated with permitting agencies, including Caltrans, CHP, local businesses, residences and utility companies. Reviewed shoring, falsework and all temporary works review. Coordinated with Engineer of Record on design related issues as a result of field change conditions.

11th Street – East Tracy Overhead Bridge Replacement Project, City of Tracy, CA***Resident Engineer/Structure Representative***

Managed the \$32 million bridge replacement project. The scope includes review/approval of temporary and permanent works; falsework, shoring, column, guying, bridge launch & erection plans for prefabricated bridge, temp & permanent MSE walls, 96" and 48" CIDH "Wet" Piles, CIP Box Girder, import borrow, SWPPP, Traffic Control, Underground (Storm, Water & Sewer).

Education

B.S. Civil Engineering,
University of
Massachusetts, 1991

Certification

California Professional
Engineer Licensed,
#C52890 (Exp. 12/31/16)
Arkansas, Civil Engineer,
#12452
Tennessee, Civil
Engineer, Pending

Specialized Training

California Department of
Transportation Bridge
Design Academy

California Department of
Transportation Falsework
Academy

Union Pacific Railroad
Contractor Safety
Orientation trained

QSD/QSP (#22589)

Affiliations

American Society of Civil
Engineers

American Concrete
Institute

Member of CELSOC
2007-2008 Construction
Management Committee

Member of CELSOC
2007-2008 AGC Liaison
Committee

Member of the
Construction
Management Association
of America

Awards

Caltrans Certificate of
Recognition for
Exceptional Performance
for the Office of
Structure Construction,
1999

Mehrdad is a Registered Civil Engineer with over 24 years of experience in design and construction of transportation related projects. Prior to joining The Hanna Group, Mehrdad worked directly for the California Department of Transportation (Caltrans) for 11 years, where he served as both a Resident Engineer and a Structure Resident Engineer on numerous construction projects. Since 1991, he has successfully provided his services as a Project Manager, Resident Engineer, Structure Resident Engineer, and as a Claims Specialist on a number of highway, roadway, and steel and concrete bridge construction projects. Mehrdad is familiar with construction project scheduling, project controls, including Primavera software, critical path delay analysis, alternative dispute resolution participation, claims assessment, and defense for a variety of bridge and roadway construction projects. He has provided claims analysis and resolution, including claims reports preparation and final processing for several of the most complex projects in California.

Royer Park to Harding Boulevard Bike Trail Project, City of Roseville, CA***Project Manager/Resident Engineer***

\$1.3 million project which consisted of constructing approximately 800-feet of multipurpose Class I trail from the Harding Boulevard to East Street. The project's main feature included construction of a new 305 foot pedestrian bridge consisting of a four-span, cast-in-place prestressed concrete voided slab structure across Dry Creek just west of Harding Boulevard. The project included installation of 60" diameter CIDH piles under slurry, rock slope protection, concrete revetment mattress erosion control, masonry block retaining walls, metal railing concrete curb gutter and sidewalk, roadway excavation, minor grading, and placement of asphalt concrete. The project was successfully managed to completion on time and 1% under the contractor's original bid.

Blue Oaks Bridge Over Kaseberg Creek, City of Roseville, CA***Project Manager***

Managed the replacement of Blue Oaks Bridge. This project project consisted of the constructing a three-span 22 inch thick cast-in-place slab bridge spanning 120 feet over Kaseberg Creek, which will carry two lanes of traffic (one in each direction) plus shoulders and sidewalk. The piers were driven precast/prestressed pile extensions extending as columns up to the soffit of the slab bridge.

Alpine Meadows Bridge Replacement Project, County of Placer, CA***Project Manager***

The proposed bridge will clear span the Truckee River and will be widened to meet the current design standards. The new bridge will consist of precast-pre-stressed concrete I-girders, a reinforced concrete deck, cast-in-place concrete abutments, and cast-in-drilled-hole piles. The future bridge will have three 12-foot lanes for traffic, two 4-foot shoulders and two raised sidewalks of varying widths from 5 feet to 7.5 feet. The bridge project includes approach roadway work of approximately 1,400 feet on Alpine Meadows Road and 600-feet on Hwy 89.

Interstate 80 Bicycle and Pedestrian Overcrossing, City of Sacramento, CA***Project Manager***

The project was to construct an 800' "S" shaped prestressed concrete bridge over Interstate 80 and a prefabricated steel bridge over the West Drainage Canal. The Bridge Overcrossing consisted of a cast-in-place, pre stressed, concrete box girder, supported by two cast-in-place concrete abutments and five cast-in-place concrete columns. Abutments and columns were supported on driven precast concrete piles. Project highlights involved working with various utility companies, multiple permitting agencies, environmental constraints, public outreach, and coordinating with Caltrans District 03. Coordination of work adjacent, over and on the freeway was imperative to assure uninterrupted use of interstate 80 and adjoining City streets.

Education

B.S. Civil Engineering,
Brigham Young
University, 2004

Certification

California Professional
Engineer Licensed,
#C81959

Specialized Training

PCI Level I, II, 2010

ACI Grade 1, 2010

QSD/QSP (#C81959)

Union Pacific Railroad
Contractor Safety
Orientation trained

CalOsha Safety

Fall Protection

Environmental
Awareness

California Department of
Transportation: RE
Academy

Chad is a Registered Engineer with over 12 years of construction experience on technically challenging roadway, highway, and structures projects using city, county, and Caltrans standards throughout California. Chad is intimately familiar with City of Roseville's procedures, local conditions, and personnel based on his previous experience working for the City on the Royer Park Trail Project. He has completed constructability reviews on multiple projects, resulting in lower bid, less bid spreads, fewer issues and changes during construction, and fewer claims. Chad has performed cost analysis in preparation of contract change orders as well as evaluated numerous potential claims. His career has involved oversight of all aspects of highway and bridge construction including PCC and asphalt paving, roadway widening and new alignment, bridge demolition, precast girders, and stream diversion requirements. His Resident Engineer experience includes working on projects requiring coordination with utilities installation/relocation, compliance with regulatory/environmental agency permits, and public outreach with land owners.

Royer Park Pedestrian Bridge Project, City of Roseville CA***Assistant RE/Inspections***

The project consisted of constructing approximately 800-feet of multipurpose trail from Harding Boulevard to East Street highlighted by a 305 ft., four span concrete bridge crossing the Dry Creek. Chad assisted Mehrdad and was tasked with the construction inspection on the project that included CIDH piles in the creek, falsework, shoring, installation of rock slope protection, concrete revetment mattress erosion control, masonry block retaining walls, metal railing, minor concrete curb gutter and sidewalk, roadway excavation, grading, and placement of asphalt concrete. The project was completed in 3 months and was driven by the creek environmental work window.

Camino Tassajara Shoulder Widening Project, Contra Costa County, CA***Resident Engineer***

Responsible for overseeing all inspection, material testing, and construction surveying for this road widening project. Facilitated weekly meetings and monthly project management meetings. Performed typical duties in contract administration, correspondence, contract coordination, Approved technical submittals and respond to RFIs, process contract change orders, field engineering and personnel oversight. Maintained project records, assigned office and field engineering duties to the project team. This project was federally funded and Chad was charged with handling all Caltrans Local Assistance reporting.

Walnut Boulevard Pedestrian and Bicycle Project, Contra Costa County, CA***Resident Engineer***

Responsible for overseeing all inspection, material testing, and construction surveying for this pedestrian path project. Facilitated weekly meetings and monthly project management meetings. This project involved extensive public outreach and community coordination. Performed typical duties in contract administration, correspondence, contract coordination, Approved technical submittals and respond to RFIs, process contract change orders, field engineering and personnel oversight. Maintained project records, assigned office and field engineering duties to the project team.

Alpine Meadows Road Bridge Replacement Project, Placer County, CA***Resident Engineer***

In charge of overseeing all field inspection and project documentation for this bridge project over water. Responsible for major conflict resolution, preparing CCOs, correspondence with the contractor, correspondence with the designers, schedule analysis, and public relations including community outreach, open houses, and meeting with all stakeholders. The proposed bridge will clear span the Truckee River and will be widened to meet the current design standards. The new bridge will consist of precast-pre-stressed concrete I-girders, a reinforced concrete deck, cast-in-place concrete abutments, and cast-in-drilled-hole piles. (\$8 Million)

Education

B.S. Civil Engineering,
Oregon State University,
1996

M.S.C.E. (Structural),
Cornell University, 2001

Certification

California Professional
Engineer Licensed,
#C62059 (Exp. 9/30/15)

Specialized Training

California Department of
Transportation RE
Academy

ICC Certified Building
Plans Examiner

OSHA Construction
Safety Training Program

QSD/QSP (#22592)

Awards

★ Navy Achievement
Medal

★ Joint Services
Commendation
Medal

Matt is a California Registered Professional Engineer with over 20 years of construction experience in various roadway, highway and public works projects. Matt is currently closing out the Cosumnes River Boulevard Extension Project with the City of Sacramento. In addition, Matt also served as a resident Engineer for three roadway rehabilitation and maintenance project for the City of Elk Grove. Prior to joining The Hanna Group, Matt worked as a Lieutenant in the US Navy Civil Engineer Corps, where he managed multiple million dollar construction projects. He subsequently went on to perform design engineering work and then went to the County of Nevada, California where as a Senior Civil Engineer he was responsible for the coordination, direction and control of the construction administration and management of all county capital improvement projects, road maintenance projects.

Relevant Experience:**W. Stockton Boulevard Improvement Project, City of Elk Grove, CA
Resident Engineer**

This project consists of frontage improvements at four sites along West Stockton Boulevard and Red Fox Way. In general these frontage improvements include: tree removal, new sidewalk, curb and gutter, ADA curb ramps, roadway dig outs, widening, new paving, overlay, drain inlets and pipes, fire hydrant relocation, retaining walls, fencing, and gates. The Project also includes base repairs, slurry seal, striping and pavement markings and traffic signs.

**Elk Grove Florin Road Improvement Project, City of Elk Grove, CA
Resident Engineer**

This project consisted primarily of the installation of a new storm drain pipe system along Elk Grove-Florin Road comprised of Corrugated Aluminum Pipe Arch (CAPA), Elliptical Reinforced Concrete Pipe (RCP), storm drain Manholes and the construction of a new Outfall Structure at Whitehouse Creek. This work is intended to alleviate existing deficiencies with the roadside drainage ditch while improving existing sidewalks, curbs and gutter to the current standards.

**Cosumnes River Boulevard Extension Project - City of Sacramento, CA
Resident Engineer**

Provided construction management, office engineering and inspection services that included roadway and bridge administration and inspection. Roadway components included, HMA paving, slurry seal, ADA access ramps, sidewalk, traffic detection system, pedestrian crossing improvements, drainages, traffic control, thermos plastic striping, pavement markers, signs and stripes, SWPPP. Structures work included falsework analysis and review, temporary shoring analysis, shop drawing review and on-site bridge inspections

**East Chowchilla River Bridge Polyester Concrete Overlay Project, Caltrans
Structures Representative/Assistant Resident Engineer**

This project consisted of placing 23,056 square feet of a 1" polyester concrete overlay on the two lanes of the 720 foot long East Fork Chowchilla River Bridge in Mariposa County. Work for this project was performed in the early morning and at night as high temperatures were a concern. Project also included removal of AC surface and inspecting bridge deck for unsound concrete.

**Hazel Avenue Bridge Widening Project - County of Sacramento, CA
Structure Representative**

Structure Representative performing contract administrative duties for the \$27.5 million Hazel Avenue Bridge Widening Project that includes widening of the existing bridge using precast bulb tee girders, work in the American River. Typical duties performed included inspection, maintaining project records, writing correspondence, contract coordination, submittals, RFIs, contract change orders.

Education

B.S. Civil Engineering,
Construction
Specialization, Ohio State
University, 2003

Certification

California Professional
Engineer Licensed,
#C80104

Specialized Training

California Department of
Transportation Resident
Engineers Academy

Union Pacific Railroad
Contractor Safety
Orientation trained

SWPPP QSD/QSP
(#23182)

Mr. Osterstock is a Registered Professional Engineer with over fifteen years of Highway and Bridge Construction Management experience. He has substantial experience working as a consultant to various Local Agencies, Caltrans Bridge Structure Construction Department and on projects with Caltrans oversight and funding. His experience ranges from Roadway Construction that includes Roadway Widening (Curb, Gutter, and Sidewalk), Traffic Signals & Electrical, Underground Utilities Pavement Repair/Resurfacing, Landscaping, and Sound Wall/Retaining Wall, and Bridge construction. He also has significant experience reviewing contract documents, submittals, engineering estimate calculations, constructability reports, concrete mix designs, Falsework, Shoring and other temporary support structures, Storm Water Pollution Prevention Programs, and writing and implementing Contract Change Orders. He is extremely well versed in contract administration using Caltrans documents, specifications, policies and procedures.

Riverfront Reconnection Project , City of Sacramento, CA***Assistant Resident Engineer***

The Riverfront Reconnection project required construction of a new connection of Capitol Mall to 2nd Street/Neasham Circle into Old Sacramento, the widening of the Capitol Mall sidewalks over I-5, the closing of L Street to Capitol Mall ramp, and the construction of the sidewalk on the south side of the O Street Bridge over I-5. The work included roadway construction, Curb, Gutter, Sidewalk (ADA) and Widening, Traffic Signals & Electrical, Pavement Improvements, Slurry Seal, Landscaping, Retaining Walls, CIDH Piles, Falsework, Shoring and Bridge Construction. Duties included coordinating all roadway construction, utility relocations and installations; inspecting structure construction bridge items from substructure to superstructure; tracking, monitoring and composing Contract Change Orders, generating As-Builts and Stakeholder Specific Work Plans; coordinating construction phase design issues; Resolving RFIs, and reviewing Falsework and Temporary Structures.

Cosumnes River Boulevard Extension Project, City of Sacramento, CA***Assistant Resident Engineer***

This project involves the extension of Consumnes River Boulevard including a New Interchange in Caltrans Right of Way over Interstate 5. Work consisted of On/Off Ramps, signalized intersections, roadway widening, retaining walls. construction of a Box Girder Bridge over the environmentally sensitive Morrison Creek, a new interchange over Interstate 5 (Caltrans ROW), and 2 miles of brand new roadway construction. Jon was tasked with coordinating all utility relocations and installations; inspecting structure construction bridge items from substructure to superstructure; tracking, monitoring and composing Contract Change Orders, generating As-Builts and Stakeholder Specific Work Plans; coordinating construction phase design issues; Resolving RFIs, and reviewing Falsework and Temporary Structures. This project had major bridge components over Caltrans Right of Way requiring Caltrans oversight. Jon wrote daily inspection reports and generated monthly pay estimates.

SR 70/Feather River Boulevard Project, Yuba County, CA***Assistant Resident Engineer***

This project consisted of the installation of a new interchange with On/Off Ramps, signalized intersections, roadway widening, retaining walls. The interchange is over Caltrans SR70 in Yuba County and includes a new 216 feet long, 2 span, cast in place, prestressed concrete box girder bridge on single round columns supported by driven steel piles. Duties included review of Contract Change Orders, Contractor Submittals, shop plans and drawings, review of falsework plans and calculations, review of prestressing drawings and calculations, on-site technical support during foundation construction, and critical concrete pours during superstructure construction. Jon was also tasked with overseeing roadway and structures inspections. (\$14 Million)

Education

General Education CSU
Fresno

Certification

Cal OSHA Training

Specialized Training

CIDH Wet Piles

Falsework

UPRR Safety

Trenching and Shoring

Traffic Control

SWPPP/BMP

Prestressing

Profilograph

Cofferdam

Hot Mixed Asphalt

Concrete Mix Design

Crane Safety

**Underground Utilities
Safety**

Overhead Electric Safety

Brandon has over 20 years of experience in construction and construction management of highways, roadways, and bridges. He has worked as a contractor and as an Inspector on Federally funded Public Works Projects throughout the State involving traffic staging plans, earthwork, traffic control, utility relocation, and SWPPP monitoring and documentation. He has been responsible for the inspection of concrete and asphalt paving, striping, traffic control, SWPPP, underground utilities (water, sewer, gas, storm, electrical, communication), guardrail, CIDH construction, bridge construction, and a variety of bridge related items. Brandon is well versed in the construction management of City of Roseville's construction projects and has experience working with City of Roseville on over 15 projects as a contractor

Improvement to Eureka Road between North Sunrise Ave. and Eastbound I-80 On-Ramp, City of Roseville, CA - Construction Superintendent

Work consisted of widening Eureka Road from I-80 east bound on ramp to approximately 800 feet east of the North Sunrise intersection and widened Eureka Road Bridge over Miners Ravine to provide four through lanes for west bound Eureka Road, and widened east bound Eureka road from I -80 overcrossing to east bound I-80 off ramp. The project also includes construction and improvements of: signal upgrades, new signal poles and foundations, and pedestrian push buttons; on ramp signs including structural footings, retaining walls, a bus turn out on Eureka Road, curb, gutter, and sidewalk, curb ramps to City of Roseville ADA transition plan, hot mix asphalt dig outs, and a bonded wearing course.

**Alpine Meadows Road Bridge Replacement Project, County of Placer, CA
Structures/Civil Inspector**

The proposed bridge will clear span the Truckee River and will be widened to meet the current design standards. The new bridge will consist of precast-pre-stressed concrete I-girders, a reinforced concrete deck, cast-in-place concrete abutments, and cast-in-drilled-hole piles. Assisting RE in all field inspection and project documentation and coordinating with the material testing lab and the biologists in order to schedule their appropriate activities. Preparing daily inspection reports documenting observed construction activities; taking progress photographs; and prepared punch lists. Assisting with monthly progress payment recommendations, making measurements of bid items on the project cost breakdown, checking the percent complete in the field, assisting with Contractor meetings to resolve any differences.

Cosumnes River Boulevard Extension - Morrison Creek Bridge & I-5 Interchange, City of Sacramento, CA - Structures/Civil Inspector

Work consisted of construction of a Box Girder Bridge over the environmentally sensitive Morrison Creek and the construction of a Box Girder Bridge over Interstate 5 along with associated ramps. Items of work included Field inspection of CIDH piles, concrete footings, columns, superstructure, pre-stressing, hinges, retaining walls, barrier rail, embankment, structures excavation. Assisted RE in all field inspection and project documentation, and coordinated with the material testing lab and the biologists in order to schedule their appropriate activities. Prepared daily inspection reports documenting observed construction activities; took progress photographs; and prepared punch lists. Assisted with monthly progress payment recommendations, made measurements of bid items on the project cost breakdown, checked the percent complete in the field, assisted with Contractor meetings to resolve any differences.

Hazel Avenue Bridge Widening Project, Sacramento County, CA - Construction Superintendent

Work consisted of the widening of the Hazel Avenue Bridge over the American River. Performed Layout, excavation and RSP placement for temporary trestle over American River; Installation of SD; excavation and backfill of retaining walls, abutments, and soil nail walls; roadway excavation and finish grading for shoulder widening on Hazel Avenue and Hwy 50 on ramps; grading of approach slabs and bike path; and coordinating public safety within job site limits.

Education

B.S. Civil Engineering,
University of California,
Davis

Certification

CA EIT

Specialized Training

QSP Trained

Cal OSHA 10 Hour

Mr. Pedroni has 30 years of experience in the construction management of highways, roadways, bridges, and facilities. He has worked as a Senior Inspector on a variety of Public Works Projects in California. He has been involved in various roadway projects both as a Contractor and as an owner's representative. His experience include, in general asphalt paving, slurry seal, microsurfacing, striping, chip seals, roadway widening, traffic control, traffic signal improvements, roadway re-alignments, SWPPP, underground utilities, sidewalk, curb, gutter, ADA access improvements, and miscellaneous roadway items. He is well versed in the construction management of Public Works construction projects.

Relevant Experience:**Elk Grove Improvement Project, City of Elk Grove, CA*****Assistant Resident Engineer/Inspector***

This project consisted primarily of the installation of a new storm drain pipe system along Elk Grove-Florin Road comprising of Corrugated Aluminum Pipe Arch (CAPA), Elliptical Reinforced Concrete Pipe (RCP), storm drain manholes and the construction of a new Outfall Structure at Whitehouse Creek. The project intended to alleviate existing deficiencies with the roadside drainage ditch. Joe acted as the Assistant RE performing field inspection, prepare monthly progress payment recommendations, monitor construction progress and assist with Contractor meetings to resolve any field issues.

Cosumnes River Boulevard Extension Project, City of Sacramento, CA***Assistant Resident Engineer/Inspector***

The project extends existing Cosumnes River Boulevard from Franklin Boulevard to an Interchange at I-5, and then farther west to an at-grade intersection with Freeport Boulevard. Joe acted as the Assistant RE performing field inspection on the roadway improvement, underground utilities, and general civil works. Items of work included placing 85,000 tons of HMA Paving, 100 tons of Slurry Seal, 83 ADA Ramps, 3 miles of Curb and Gutter, 3.5 miles of 24" waterline, and 2 miles of storm drains. Joe assisted the RE in project inspection, documentation, issue resolution, and monthly progress payment recommendations.

W. Stockton Boulevard Improvement Project, City of Elk Grove, CA***Assistant Resident Engineer/Inspector***

This project consists of frontage improvements at four sites along West Stockton Boulevard and Red Fox Way. These frontage improvements include: tree removal, new sidewalk, curb and gutter, curb ramps, roadway widening/paving, drain inlets and pipes, fire hydrant relocation, retaining walls, fencing, and gates. Items of work also included base repairs, slurry seal, striping and pavement markings, and traffic signs. Joe provided routine inspections, prepared daily inspection reports and monthly progress payments.

SR 70/Feather River Boulevard Interchange, Yuba County, CA***Assistant Resident Engineer/Inspector***

This project consisted of the installation of a new interchange over Caltrans SR70 in Yuba County including constructing a new 216 feet long, 2 span, bridge on single round columns supported by driven steel piles including On and Off ramps to SR 70. Joe performed field inspection on the earthwork, utilities, roadway excavation, earthwork grading, base rock, HMA Type A placement, SWPPP inspection, utility relocation, sidewalk, curb gutters and ADA ramp, daily inspection reports and monthly progress payments.

Railyards to I-5 Access Improvements, City of Sacramento, CA***Project Manager (Contractor)***

Planned and directed construction of this \$6 million dollar project that improved freeway off ramps and city streets for access to the new Sacramento Railyards development. Project included two large architectural tie back walls, off ramp and street widenings, signalization, storm drain improvements Managed daily operations of company crews and eight subcontractors. Project was completed under budget and on time. Successfully worked with City RE to resolve job issues.

Education

B.S. Construction
Management, CSU Chico

Certification

Certified Erosion,
Sediment and Storm
Water Inspector
(CESSWI)

Certified Associate
Welding Inspector
(CAWI) - American
Welding Society

Specialized Training

Qualified SWPPP
Practitioner (QSP)

Occupational Safety and
Health Training – CAL
OSHA

Mr. Lindsey has over 15 years of experience in the construction and construction management of highways, roadways, bridges, and facilities. He has worked as a contractor and as an Inspector on Public Works Projects throughout the State. He has been responsible for the inspection of concrete and asphalt paving, striping, traffic control, SWPPP, underground utilities (water, sewer, gas, storm, electrical, communication), guardrail, and a variety of bridge related items. He is well versed in the construction management of Public Works construction projects and in daily report writing.

Relevant Experience:**Saratoga Creek Bridge - Caltrans District 4, Santa Clara County, CA*****Project Engineer***

The work on the historic Saratoga Creek Bridge included replacement of the railings through the removal of the existing concrete curbs that topped the masonry spandrel walls along with placement of Polyester Concrete overlay on the existing bridge deck. Duties included falsework design (conceptual), scheduling, public relations, material procurement, and billing.

San Joaquin River Bridge Joint Repair - Caltrans District 6, Fresno, CA***Assistant Structure Representative***

Inspected structures items on an as-needed basis for the replacement of the San Joaquin River Bridge. Performed duties of assistant structures representative responsible for construction management and contract administration of structures work including preparing daily diaries and performing contract item quantity calculations using Caltrans Standards and Specifications.

Cosumnes River Boulevard Extension - Morrison Creek Bridge, City of Sacramento, CA***Structures/Civil Inspector***

Cosumnes River Boulevard/I-5 Interchange & Extension Project will result in a long-anticipated east-west arterial which will reduce traffic delays and improve safety. The connection includes a new interchange where the boulevard crosses Interstate 5, efficiently linking I-5 with State Route 99 to the east and providing a new regional connection between Franklin and Freeport boulevards. Assisted RE in field inspection and project documentation, and coordinated with the material testing lab and the biologists in order to schedule their appropriate activities. Prepared daily inspection reports documenting observed construction activities; took progress photographs; and prepared punch lists, daily diaries of contractor progress.

Foresthill Seismic Retrofit and Paint Project, County of Placer, CA***Project Engineer***

Seismically retrofit steel members, painting, deck sealing and constructing a new catwalk. Provided engineering and field management, field verified dimensions. Understanding of basic engineering and construction concepts, practices and procedures using contract plans and specs. Provided quality control inspection of products to make certain it met project's contract specifications. Supervised day to day work required by contract change orders and documented tentative work agreements. Worked with agency to resolve field issues referring to contract drawings/as built drawings. Coordinated weekly safety meeting and ensured OSHA safety practices were applied by construction crew. Provided office management and administrative support. Coordinated timely submission of submittals, RFI's & COC's. Experience in managing month to month project budget. Coordinated and supervised subcontractor and supplier scope of work to ensure adherence to project plans, specifications and schedule.

Certification

Grade I Concrete
Certification through ACI;

Basic Asphalt Design,
Production and
Placement Certification
through Asphalt Institute

Specialized Training

Cal OSHA 10hr Safety
Training

QSD Trained

Mr. Thomason has over 25 years of experience in the construction management of engineering projects. He specializes in construction inspection and documentation for major cities, towns, counties, state and interstate roadways, buildings, bridges, pipelines, water and wastewater treatment plants, and inspection and testing of concrete, asphalt and soils. He has served as a Full Construction Manager, Lead Quality Assurance Inspector, Field Engineer, and Project Coordinator. He has handled Contract Change Orders, Requests for Information, Request for Clarification, Submittal Review & Approval, As-Built Plans, Monthly Progress Payments and Budget Management.

Relevant Experience:**El Cerrito Relief Line Project, City of San Mateo, CA*****Construction Inspector***

This \$8.5 million project will construct approximately 1,100 linear feet of 24 inch, 2,900 linear feet of 27 inch, and 5,700 linear feet of 30 inch sanitary sewer pipeline. Duties included all inspections, reviewing change orders, RFI review and response, schedule and submittal review, and monthly estimates.

Burlingame Avenue Streetscape Project, City of Burlingame, CA***Lead Assistant Resident Engineer***

Provided ARE services on this \$11 Million downtown enhancement project. Project involved the installation all new underground utilities, concrete pile foundations, rebar installation, steel trellis construction, sidewalk replacement, lighting, SWPPP. Duties included all inspections, reviewing change orders, RFI review and response, schedule and submittal review, and monthly estimates.

Marsten Stormwater Pump Station Project, City of Burlingame, CA***Assistant Resident Engineer***

Project involved the installation of a two new pump stations. Work included APG piling, concrete and rebar installation, bypass pumping, utility installation and relocation, SWPPP inspection, change orders, RFI review and response, schedule and submittal review, and landscaping. ET prepared daily reports, WSWDs, and estimates.

Influent Storm Water Retention Basin Project, City of Burlingame, CA***Assistant Resident Engineer***

Project involved the installation of a new concrete Retention Basin adjacent to the existing Wastewater facility. Work included pile installation inspection, concrete and rebar inspection, electrical and mechanical inspection, utility inspection, SWPPP inspection, change order, RFI review and response, schedule and submittal review. Dealt with hazardous soils and hazardous water on a change order basis. Prepared daily reports, WSWDs, and estimates. Also coordinated with the City and Wastewater facility crews in order to assure the appropriate end product for the end users.

Page Mill Road Fire Hydrant and Park Protection Project, Los Altos Hills, CA***Assistant Resident Engineer***

The project entailed installing multiple new waterlines using open trench and HDD drilling. Services being provided include water line inspection, valve and box inspection, baserock inspection, utility inspection, ESA area control, protection of existing park, public interaction, fire hydrant installation, asphalt paving of trenched areas. Project challenges include working in and around a historic park without damaging existing tree, vegetation and other park items. Also facilitated pre-construction and construction meetings, prepared quantity calculations, assisted with preparing contract change orders, RFI responses, monthly progress payments, and prepared daily reports.

Specialized Training

Primavera Contract Manager

CadB Database Training-Caltrans

I-Cas Database Training-
(NR Interim Trainer 2010)
Caltrans

Office Engineer Forums
Caltrans

Safety Orientation-
Caltrans

Nice Touch EWB
Database

Ethics & Values Training

Security & Privacy
Awareness

Project Awards

5 Year Safety Award,
Harris & Associates 2010

2010 Caltrans GOLD
Award Recognition for
Highway 70

2010 SACOG Project of
the Year Highway 70

Ms. Rush has been employed in the construction industry for over 27 years. Her responsibilities as administrative assistant, office engineer and construction cost accountant have ranged from job costing and analyses, budget maintenance to preparation of documents for project closeouts and claims submittals. She has assisted resident engineers, construction managers and inspectors with multiple contract administration tasks, including project budget maintenance by item and cost code while comparing billings, payment and costs and is extremely familiar with Caltrans standardized protocol and project recordkeeping as well as preparing Caltrans contract change orders and memorandums, progress estimates, and funding applications applicable to the situation. In past, Heather has been given RE approval status on the ICAS Extra Work Database while performing general office management for Caltrans.

I-5/Riverfront reconnection Project, City of Sacramento, CA***Office Engineer / Document Control***

This project constructed a new bridge to connect Capitol Mall to Second Street of Old Sacramento. Prepared project files and routine administrative functions. Prepared meeting agendas and minutes and maintained project and subcontractor contact information. Prepared correspondence, logging of RFI's, CCO tracking, submittals, collection of RE daily reports, preparing monthly pay estimates and processing and verification of Daily Extra Work Reports. Work included meeting with Caltrans for mid project and end of project audits including project final closeout in accordance with CT Local Assistance Procedure Manual.

SR 70 / Feather River Boulevard Interchange Project, Yuba County, CA***Office Engineer / Document Control***

This project consisted of the installation of a new interchange over Caltrans SR70 in Yuba County. Responsible for all document control, administrative support, all correspondence, logging of RFI's, CCO tracking, submittals, collection of RE daily reports, preparing monthly pay estimates and processing and verification of Daily Extra Work Reports. Prepared meeting agendas and minutes and maintained project and subcontractor contact information for this high profile and demanding project. (\$14 Million)

Foresthill Bridge Retrofit & Paint Project, Placer County, CA***Office Engineer***

This project consisted of the retrofit of an existing steel bridge over an environmentally sensitive creek. The project was federally funded through the Highway Bridge Program with full Caltrans Local Assistance Involvement. Document control and administrative support for responsible record keeping of all correspondence, logging of RFI's, CCO tracking, submittal status, collection of RE daily reports, prepare monthly pay estimate and process and verify Daily Extra Work Reports. Prepare agenda and meeting minutes, as needed for progress, structural steel and paint related topics. Maintain project and subcontractor contact information for this high profile and demanding project onsite. (\$70 Million)

Caltrans District 3, Highway 70 Widening and Realignment Project, Yuba City, Marysville & Sacramento Construction Offices, CA - Office Engineer

Heather was requested as the onsite office engineer for a \$90 million dollar, 3 season long Highway 70 Widening and Realignment project where she controlled and logged, all project documents including submittals, RFI's, change orders as well as assisted with composition of contract change orders and memorandums with respect to Caltrans protocol, and maintained funding vs. construction budgets. This On-Call CM assignment parlayed into several renewals of the Task Order for various Caltrans RE's and their Seniors. Heather maintained multiple project files, sometimes concurrently and for multiple locations, re-document several projects, audited and reconciled construction costs, prepared and conducted safety meetings, composed the application for G12 funds, audited quantity files, prepared pre job meeting minutes, DRB meeting minutes, and attended Partnering sessions.

Education

A.B. Business
Administration in Mass
Communication, St.
Paul's College of Manila,
Philippines
1987

Certification**Specialized Training**

Primavera Expedition/
Contract Manager

Prolog

Relevant Experience:

Ms. Del Valle has over 15 of experience in Construction Management Support, Office Engineering, and Construction Field Office Procedures. As an Office Engineer, her responsibilities include administrative support for construction projects of various sizes, RFI review and coordination, plan and estimate reviews, safety reviews, change order management, progress payment management, extra work billings. Other responsibilities include preparing operation and maintenance manuals, processing submittals, project close-out and assistance with the resolution of claims and providing general office support. Sheila is well versed in the documentation of federally funded projects.

San Pablo Avenue at Rodeo Creek Bridge Replacement Project, Contra Costa County, CA
Office Engineer

The San Pablo Avenue Bridge Replacement Project is a federally funded project which involves replacing an existing two span bridge that spans the Rodeo Creek Channel with a new single-span precast concrete voided slab structure. Sheila maintained office records for this construction project, Incoming and Outgoing Correspondence, CCO, NOPC, RFI's, Submittals, SWPPP Forms and Logs, Inspection, Acceptance and Release of Materials; Assisted in processing of Extra Work Bills, checking against the Caltrans Labor Surcharge and Equipment Rental Rates, Resident Engineers and Assistant Engineers' diaries, verified hours and dollar amounts against diaries and report discrepancies to RE and contractors. Maintained the document control system and prepared the Weekly Statement of Working Days.

US 50 HOV Lanes Phase 0 El Dorado Hills Interchange, County of El Dorado, CA
Office Engineer

Provided support to the Resident Engineer, Asst. RE and Inspectors. Maintained office records for construction project, Incoming and Outgoing Correspondence, CCO, NOPC, RFI's, Submittals, SWPPP Forms and Logs, SIQMP Documentations, Inspection, Acceptance and Release of Materials; Performed other field office duties. Assisted in the preparation of and processing of Extra Work Bills, checking against the Caltran's Labor Surcharge and Equipment Rental Rates, Resident Engineers and Assistant Engineers' diaries, verify hours and dollar amounts against diaries and report discrepancies to RE and contractors. Maintained the document control system in EDC Server and SMARTS Database for the team and client. Prepared the Weekly Statement of Working Days.

Alameda Corridor Transportation Authority (ACTA), Redondo Junction Grade Separation Project, Los Angeles, CA

Documentation Control

Provided support to the Resident Engineer in the construction management of this Alameda Corridor Transportation Authority (ACTA) Project. Responsible for the different aspects of the projects Document Contract Control (DCC). Responsible for all correspondence tracking and distribution; maintaining logs of all incoming and outgoing correspondence; Stamped, scanned, coded, logged documents; assigned files; copied, distributed and filed all documents as required. Coordinated with clients (ACTA/ACET), Contractors, Designers, and other Third Parties (BNSF, SCRRA/MetroLink, etc.) in processing, tracking and status checking of Submittals, Request for Information, Request for Change, Change Notices and Change Orders. Prepared and maintained the project inventory reports as required. Also managed all field personnel equipment inventory and vehicle assignments.

JOY DENNY, P.E., LEED AP

Resident Engineer

AREAS OF EXPERTISE

Civil Engineering
Structural Engineering
Structures Oversight
Construction Management
Construction Inspection
Resident Engineering
Materials Testing
Oversight
Contract Administration

EDUCATION

B.S., Civil Engineering,
California State University,
Chico, 1996

REGISTRATIONS

Professional Engineer,
California, No. C68248

CERTIFICATIONS

Qualified SWPPP
Developer (QSD) and
Qualified SWPPP
Practitioner (QSP), No.
C68248

A LEED Accredited Professional, Joy Holt has 20 years of experience providing structural oversight, design, and construction management for roadways and infrastructure projects designed and constructed to Caltrans standards. She brings in-depth experience on construction of various types of structures, including box girder, precast concrete girder, steel girder, and concrete slab bridges for grade separation projects over railroad tracks (including BNSF), crossings over water features, and major interstates throughout California. These projects have involved raised roadways as well as underpass construction utilizing structural components such as mechanically stabilized retaining walls, steel pile walls, concrete retaining walls, temporary retaining systems, CIDH pile foundations, driven pile foundations, and spread footings.

PROJECT EXPERIENCE

State Route 99/Austin Road Interchange: Project manager/resident engineer for the State Route 99/Austin Road interchange improvements, which involves widening of Moffat Boulevard between Austin Road and Woodward Avenue to four lanes; widening the ramps at the Austin Road/State Route 99 interchange, which will allow the southbound off-ramp to State Route 99 to have two left turn lanes and a right turn lane; and the installation of traffic signals at the off-ramps – Manteca, CA

State Route 99/Fourth Street Interchange Bridge Widening: Project manager/resident engineer for the \$7.7 million widening the existing State Route 99/Fourth Street Interchange Bridge from three to six lanes, widening of a portion of Fourth Street, and reconstruction and widening of the Fourth Street off-ramp with a new retaining wall - Madera, CA

Plaza Drive Interchange Widening: Resident engineer and structures representative for the \$16 million Plaza Drive Interchange modification and widening over State Route 198. The project encompasses widening Plaza Drive Bridge over State Route 198 from three to seven lanes with sidewalks and bike lanes. Existing ramps are being modified by widening and replacing asphalt with concrete paving. Four, 25- to 30-foot-high Type 1 retaining walls facilitate ramp widening. Improvements were made to extend an existing box culvert at Mill Creek. Construction included adding auxiliary lanes on State Route 198 and connection ramps to State Route 99 and implementing a complicated 25-stage construction staging and traffic handling plan. Traffic handling included multiple detours, long and short term traffic switches, temporary and permanent striping, and public outreach efforts – Visalia, CA

Lions Field Sports Park Redevelopment: Assistant program manager for the \$13 million redevelopment of the Lions Field Sports Park. The redevelopment project included scheduling multiple subconsultants, subcontractors, CEQA documentation and processing, grading and drainage, synthetic turf and sub drain system, box culvert, retaining walls, lighting and prefabricated buildings for four softball fields, ornate concrete design, colored concrete, historical preservation of monuments and a football field – Fullerton, CA

BRAD RIEL, P.E.

Resident Engineer

AREAS OF EXPERTISE

Civil Engineering
Structures Oversight
Construction Management
Construction Inspection
Resident Engineering
Contract Administration

EDUCATION

B.S., Civil Engineering,
University of California,
Berkeley, 1986

REGISTRATIONS

Professional Engineer,
California, No. C46810

Brad Riel has 26 years of experience, including 11 with Caltrans, providing construction management services for highway and bridge improvements constructed to federal and state standards. He has served as the resident engineer, structures representative, and construction project manager on over \$400 million of highway and bridge improvement projects in Northern California. He has managed the construction of projects funded by a variety of sources, including Measure K, Caltrans, Highway Bridge Program (HBP), and American Recovery and Reinvestment Act (ARRA). He has a thorough understanding of Caltrans standards and procedures through his experience working with Caltrans and on Caltrans facilities.

PROJECT EXPERIENCE

Stanislaus County On-Call Construction Management Services: Project manager and structures representative for on-call construction management services contract with the County of Stanislaus. Specific projects include the Keyes Improvements Phase 2, Empire Improvements Phase 1, Carpenter Road Traffic Signals, Anderson Road Bridge, and State Route 99/State Route 129 interchange. Work involved the construction of large-diameter storm drain systems; storm water pump stations; bridges; roadways; interchanges; signalized intersections; installation of curbs, gutters, and sidewalks; street paving; and utility relocations – Stanislaus, CA

City of Bakersfield, TRIP Westside Parkway Phases 1-6C: Claims assistance for the six phases of the Westside Parkway which amounts to \$135 million in construction contracts and includes the construction of 18 bridges of both pre-cast and cast-in-place design; dozens of mechanically stabilized earth (MSE) and Type 1 retaining walls; more than 4 miles of masonry block sound walls on CIDH foundations; 3,000 linear feet of cast-in-place box culverts ranging in size from double to quadruple barrel, a large storm drain pump plant, and the City's second largest sewer lift station – Bakersfield, CA

State Route 99/219 (Kiernan Avenue) Interchange: Structures representative for the \$25 million bridge replacement, freeway widening, interchange improvement, and pumping plant replacement project. The improvements will reconstruct the State Route 99/State Route 219 (Kiernan Avenue) interchange, add four additional travel lanes to State Route 219 (Kiernan Avenue) within the project limits, and modify the existing interchange on-/off-ramps to and from State Route 99. The 7,750 gallons/per minute pumping plant was constructed 16 feet below the water table - Stanislaus, CA

State Route 99/Pelandale Avenue Interchange: \$31 million new bridge over State Route 99, removal of the existing Pelandale overcrossing, construction of newly configured on-/off-ramps for northbound and southbound traffic improvements to the Salida Avenue Corridor, an extensive six-stage construction and traffic handling plan and detours on State Route 99 northbound and southbound on-ramps, new traffic signals at four intersections, multiple retaining walls (Type 5, Type 1, and MSE designs), 618 driven concrete foundation piles, and extensive utility relocations – Modesto, CA

RICHARD HERRICK

Construction Inspector

AREAS OF EXPERTISE

Construction Inspection

CERTIFICATIONS

- CSS Training
- HAZWOP certified
- Asbestos Supervisor Training Certified
- Confined Space Entry Training Certified
- Competent Person Training Certified
- Trenching and Excavation Certified
- ATSSA Certified
- CPR, AED, and First Aid Certified

Richard Herrick brings over 30 years of experience in both residential and commercial underground construction, on-site operations and resource management. Background includes analyzing, preparing, and implementing all stages of water, sewer, and storm drain installation and related construction, to include paving and concrete. Richard is an effective leader, with strong communication skills and the ability to efficiently complete all projects on time while meeting local municipal codes, construction industry guidelines, and OSHA safety code standards.

PROJECT EXPERIENCE

City of Sacramento On-Call, 41st/42nd St Sewer Replacement, 2nd Ave. to Sherman Way: Lead Construction Inspector. This project replaces approximately 1100 lf of 8" defective clay (VCP) combined sewer/SD main with a new 10" HDPE main located between 41st and 42nd Street in Sacramento. The means of installation is pipe bursting although due to the proximity of an existing 6" CI water main, most of this line was installed using a static pull method. It included excavation, installation and backfill of 46 sewer services and new cleanouts to the existing homes, manhole removal and abandonment, and excavation and backfill of 3 insertion pits. The project required minor traffic control at 2nd Street, 1st Street and Y Street for tying into existing manholes – Sacramento, CA

McClellan Park, Sewer and Storm Drain Installation: During a five-year ongoing project, responsible for the oversight of the construction crews and activities associated with the installation of water, sewer, and storm drain mainlines; including traffic control to facilitate installation. Installation of the new sewer main included deep trench excavation in roadways, and the construction of a lift station – Sacramento, CA

Cosumnes River Boulevard: The \$70 million project included the construction of two major bridges and three miles of new roadway. Underground improvements included new sewer and water transmission and supply lines with tie-ins to existing facilities - Sacramento, CA

Red Hawk Casino, Underground Facility Improvements: Managed the installation of storm drain, sewer, sewer force main, domestic and reclaimed water throughout casino property and construction of a sewer lift station. Ensure the correct installation of all activities associated with the installation of water, sewer, and storm drain mainlines; including traffic control – Sacramento, CA

DENNIS MILLER

Construction Inspector

AREAS OF EXPERTISE

Construction Inspection
Utility Relocations
QA/QC
Materials Testing
Agency Coordination

EDUCATION

B.S., Fruit Science/Viticulture,
Cal Poly San Luis Obispo, 2000

CERTIFICATIONS

- ACI Concrete Laboratory Testing Tech, Grade I
- ACI Concrete Laboratory Testing Tech, Grade II
- ACI Concrete Field Testing Tech, Grade I
- ACI Aggregate Testing Tech, Level I
- NICET, Level II, Soils, Asphalt, and Concrete
- Caltrans Test Methods 105, 106, 125, 201, 202, 203, 204, 206, 207, 208, 209, 214, 216, 217, 221, 226, 227, 229, 231, 301, 308, 366, 375, 504, 518, 521, 523, 524, 533, 539, 540, 543, 556, and 557
- Nuclear Gauge Operator
- Competent Person – Trenching and Excavation

Dennis Miller brings 13 years of experience as a construction inspector on highway and roadway projects designed and constructed to Caltrans standards. His inspection experience includes asphalt and concrete pavement; overlay hot mix asphalt (HMA); paving and grading; concrete barriers; metal beam guard rails; box culverts; curbs, gutters, and sidewalks; drainage facilities; and earthwork. Mr. Miller is experienced in all aspects of field and office construction engineering work, including inspection of traffic control system compliance, constructability review, preparation of contract change orders, review of shop drawings, CPM schedule analysis, and water pollution control program (SWPPP) enforcement.

PROJECT EXPERIENCE

State Route 88: Construction inspector for the \$6.6 million State Route 88 project near Hams' Station. Project involved grinding roadway, placing SAMI-R seal, HMA placement, drainage improvements, and guardrail replacement – Amador County, CA

State Route 124: Construction inspector for the \$2.9 million State Route 124 project at Lone, CA. Project involved Cold In Place Recycled Asphalt, overlaying with HMA. Responsibilities included inspection of complete placement of CIR, and HMA with Intelligent Compaction, Bump Grinding using Inertial Profiling, and Roadway striping – Amador County, CA

El Dorado County, State Route 89: Construction Inspector for the \$11.9 million State Route 89 at South Lake Tahoe. Project involved Water Quality Improvements, roadway widening, and sidewalk placement – South Lake Tahoe, CA

State Route 4 Bacon Island Widening: Construction inspector for the \$8.6 million State Route 4/Bacon Island project, which involved roadway widening and installation of several drainage systems. The project required coordination with Caltrans' biologists and the Irrigation District to accomplish the drainage system installation within specified time constraints – San Joaquin County, CA

Caltrans District 3, Highway 50 Trout Creek to Ski Run Project: Construction inspector for the Highway 50 Trout Creek to Ski Run project, which entailed replacement of the drainage system along Highway 50, including drain inlets and culvert pipes; replacement of concrete curbs, gutters, and sidewalks; replacement of hot mix asphalt; and replacement of Class II aggregate base (AB) backfill. Project responsibilities included traffic control with COZEEP assistance, SWPPP – South Lake Tahoe, CA

Caltrans District 3, Highway 89 Luther Pass Project: Project involved asphalt paving, placement of a drainage system along Highway 89, including drain inlets and culvert pipes; erosion control; improvements to curbs and gutters, and backfill. Responsible for traffic control, SWPPP, and quantity tracking for pay estimates – El Dorado County, CA

AMIR YAZDANBAKHSH

Construction Inspector

AREAS OF EXPERTISE

Civil Engineering
Structures Oversight
Construction Management
Construction Inspection
Resident Engineering
Contract Administration

EDUCATION

BS, Civil Engineering –
Azad University, Najafabad
Iran (1997)

REGISTRATIONS

CTM 342, 504, 518, 533,
539, 540, 541, 547, 557
OSHA 10 hour
UPRR

Mr. Yazdanbakhsh is a Civil engineer with 15 years of experience in planning, design, review, and construction supervision of a variety of projects that included; roads, bridges, water and wastewater treatment plants, pump stations, waterfront piers and docks and several oil and gas related projects. This experience also includes maintenance related activities, planning, and rehabilitation projects. Extremely desirous of multi-discipline projects with extensive civil, mechanical, and electrical engineering requirements.

PROJECT EXPERIENCE

City of Bakersfield: Mr. Yaz served as a construction Inspector to the city. During his tenure with the city, his primary responsibility was to verify completeness of construction of roads, drainage/sewer systems, sidewalks, retaining walls, etc. with the City of Bakersfield requirements.

Caltrans District 10, Structure Construction Inspector: Field inspector for structure construction of 11 miles on State Highway in Merced County from Chowchilla River Bridge to 0.3 miles North of McHenry Road in District 10 on Route 99. These two projects included 18 Bridges, 2 Overcrossings and 1 Overhead – Central Valley, CA

Beta Group Ltd. Co., Project Engineer: Construction manager for design and construction of a wastewater collection network for a residential and commercial development with more than 700 service connections. This project included numerous size HDPE pipes as large as 20-in in diameter. Coordinated and conducted meetings with potential bidders for detail engineering design, shop drawing preparation, engineering supervision, or construction of smaller sections within the main project. Assisted in preparation and/or review of subcontractors' contracts – Tehran, Iran

Drainage System

Supervised and coordinated construction of multiple sewage drainage systems for the City of Mahshahr located in southern Iran near Persian Gulf coast.

Pump Stations

Reviewed the final design, supervised, and coordinated construction of four sewage pump stations for the City of Mahshahr located in southern Iran near Persian Gulf coast.

LISA PALLESEN

Construction Office Engineer

EDUCATION

Liberal Arts – California State University, Bakersfield (1993)

AA Liberal Arts – College of the Sequoias, Visalia, CA (1988)

AREAS OF EXPERTISE

Contract Administration

Lisa Pallesen brings a combined 16 years of Caltrans experience. She has a strong background in Transportation Project Management administration, which she has gained through her work with the California Department of Transportation and NV5. She is a hard-working team player with great communication skills. Her office skills include proficiency in in: Microsoft Windows, Microsoft Word, and Microsoft Excel.

PROJECT EXPERIENCE

Grant Line Road Widening: Office Engineer for \$11 million roadway widening and railroad grade separation project, which included widening 5,000 feet of Grant Line Road from two to six lanes construction of a 256-foot-long box girder bridge over UPRR tracks. A 24-inch-wide water transmission line was also installed along the length of the project – Elk Grove, CA

Associate Caltrans Administrator (Central Region/Caltrans Districts 5, 6, 9 & 10): As an Associate, Lisa coordinated with regional project managers and facilitated the approval of various transportation project documents at the regional level for submittal to headquarters. Her responsibilities included maintaining Project Manage Control Database for the State and reviewing documents for consistency with the California Transportation Improvement Project System; coordinating preparation of the Request for Funds and verify accuracy of the document prior to review, approval and submittal to headquarters; initiating process improvements within the unit including checklists, format changes and coordination of a Project Management Support Unit manual.

Assistant Caltrans Administrator (Caltrans District 6/Central Region): With the Department of Transportation, Lisa performed the duties of Assistant Labor Compliance Officer. Her responsibilities included monitoring construction contracts for compliance with State and Federal Public Works laws and regulations; attending preconstruction meeting to inform contractors of labor compliance requirements and answered pre-bid questions related to wage rate and labor compliance issues; initiating contractor audits based on review of payrolls, employee interview or construction daily report diaries.

Transportation Engineer Technician (Caltrans District 6/Central Region): As an Engineer Technician, Lisa performed the duties of a Transportation Management Center Operator which required her to be on call 24 hours. This required the use of various types of specialty computer software to operate numerous logs, changeable message signs and highway advisory radios.

Kathy Kinsland, CISEC, QSP

Kathy Kinsland has over 30 years of experience in providing support services to construction management by assisting with pre, during, and post construction environmental compliance. She has conducted biological assessments, permitting, construction monitoring, and stormwater management for numerous municipal projects.

A few key points of her varied experience are listed below:

- Served as co-chairman for the California Storm Water Quality Association's (CASQA) Construction Subcommittee.
- Served as the "qualified biologist" for numerous transportation projects in the Roseville/Rocklin/Placer County region.
- Conducted worker training, pre-construction surveys, stream work monitoring, and agency notification for several dozen infrastructure projects.

Relevant Experience

Construction Monitoring – Biological and Stormwater

Ms. Kinsland has been part of numerous construction management teams, responsible for providing pre-construction biological surveys and construction phase compliance services to local municipalities for several roadway, bridge, and infrastructure projects. Services provided include pre-construction biological surveys; review of contractor SWPPPs, assistance with project permitting; coordination with regulatory agencies; preparation of compliance documents; development and implementation of worker training programs for stormwater inspection, worker training for sensitive species protection; stormwater inspections; and wetland delineations.

- Miners Ravine Trail/Royer Park Trail: Harding to Atlantic
- Cook Riolo Bridge Replacement
- Brewer Road Bridge Replacements
- Galt Bike Trail Overpass
- Whitney/Hwy 65 Interchange
- Sunset/Hwy 65 Interchange Improvement
- Highway 50/Missouri Flat Road Interchange Improvement

Education

BS, Aquatic Biology, Chemistry Minor, Eastern Michigan University, Ypsilanti, MI; Graduate Course Work and Continuing Education.

Currently taking course on hydrology and stream flow routing.

Certifications/Associations

Certified Inspector Sediment and Erosion Control (CISEC- 311)

Qualified SWPPP Practitioner

California Storm Water Quality Association (CASQA), Executive Planning Committee and Co-Chair of the Construction Subcommittee – 2003-2006

International Erosion Control Association – (IECA)

Trainer of Record, Industrial Stormwater General Permit

Texas Floodplain Management Association

Key Positions

Staff scientist, U.S. Army Corps of Engineers, Detroit District and Sacramento District;

Manager of Environmental Services Division, RMI/Navigant;

Owner/President; Argonaut Ecological, Inc.

- Galt/Twin Cities Road Interchange Improvement
- Stockton Grade Separation Project
- Folsom Bridge Project
- Auburn Folsom Improvement Project
- I-80/Sierra College Boulevard Bridge Replacement Project
- Richards Boulevard/Jaboom Street Improvement Project
- W. Jefferson Widening and Bridge Replacement Project
- Arena Boulevard Intersection
- Arden-Garden Connector Project
- W. Jefferson Boulevard Improvements and Bridge Replacement Project

Land Development and Biological Permitting

Ms. Kinsland has worked on a variety of land development projects. She has performed numerous wetland delineations and habitat assessments throughout. The services Ms. Kinsland has provided include special status species surveys/habitat assessments, wetland delineation & permitting (Section 404, Section 10, 401 Water Quality Certification, 1603 Agreements, and mitigation planning), CEQA/NEPA reviews, and mitigation monitoring; wetland and habitat restoration/creation 5-year monitoring studies.





Humza Mansoor

Construction Management • Program Management • Public Relations

Humza Mansoor
Field & Office Engineer

Years of Experience: 5

Education:
B.S Civil & Environmental
Engineering
University of California at Davis

Professional Affiliations:
American Society of Civil
Engineers

Areas of Expertise:

- ☐ Office Engineering
- ☐ Construction Inspection
- ☐ AutoCAD
- ☐ SAP2000
- ☐ ArcGIS
- ☐ MS Office
- ☐ MS Project

Mr. Mansoor has been working in the construction management environment for more than 3 years now and his main focus has been to support the Resident Engineer's office as a Field Engineer and Office Engineer. As an Office Engineer he has processed submittals, RFIs, maintained materials testing logs, calculated monthly quantities for progress payments and prepared engineering drawings/calculations for field change orders. He has worked with web collaborative project management tools and prepared tools with excel for the management of field issues and engineering solutions. Mr. Mansoor has worked with four-scale drawings to develop and verify top of pier grades in accordance with the Caltrans Deck Contour Manual. He is familiar with the Caltrans filing system and Construction Manual requirements. As a Field Engineer, Mr. Mansoor has inspected concrete pours, fill and grade inspection, and scheduled regular testing per Caltrans specifications. He is familiar with SWPPP regulations along with traffic mitigation strategies and implementation.

RELEVANT EXPERIENCE:

Plano Street Bridge Widening Project | Porterville, CA | 2013-2014 |

Served as an Office Engineer and assisted the Resident Engineer/Structure Representative on the bridge widening project. Prepared four scale layouts and top of pier grades, assisted with material testing logs, processing of submittals and RFIs, quantity calculations for progress payments in accordance with Caltrans Construction Manual, and field change order calculations. Aided with construction inspection, traffic mitigation strategy implementation, Storm Water Pollution Prevention Policy enforcement, and project progress documentation. Project consisted of bridge widening over the Tule River. The \$ 15 million bridge widening project consisted of adding traffic lanes, shoulders, and pedestrian walkways on both sides of existing sixteen pier span over Tule River along with sensitive environmental constraints.

Woodlake Downtown Enhancement Phase 1, 2 & 3 Project | Woodlake, CA | 2014 |

Served as office engineering support and assisted with material testing logs, processing of submittals and RFIs, and quantification calculations in accordance with Caltrans Construction Manual. Mr. Mansoor aided with construction inspection, traffic mitigation strategy implementation, and Storm Water Pollution Prevention Policy enforcement. The \$2 million project consisted of improvements to three City blocks including demolition, storm drain systems construction, pavement structural sections, building of decorative brick crosswalks at three intersections, decoratively stamped/colored sidewalks, ADA ramp construction and compliance, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation.

Tassajara Road Widening Project | Danville, CA | 2014 |

Mr. Mansoor worked as a Field Inspector on an on-Call basis. Inspected and scheduled regular lab compaction testing for imported borrow and fill. He implemented traffic mitigation on a daily basis along Tassajara Road. Also checked that the environmental prevention policy was properly monitored through the life of the project and also calculated weekly quantities of total imported fill. Project consisted of widening the shoulders on Tassajara Road to make it more bicycle and pedestrian friendly for nearby residents.



PROJECT DELIVERY FOR
BUILT ENVIRONMENTS

Michael Glazener

Construction Management • Program Management • Public Relations

MICHAEL GLAZENER
Construction Inspector

Years of Experience: 20

Education:

AS, Electronic
Engineering Technology,
ITT Technical Institute,
Houston, TX
Coursework,
Engineering, Houston
Community College
Coursework,
Engineering, North
Harris County
Community.
Construction Inspection
Training Program

Certification:

American Concrete
Institute (ACI)
Certified -
Troxler Nuclear Gauge:
Radiological Safety
and Gauge Operation
Hot Mix and Concrete
Inspection
Traffic Control Through
Construction, Field
Inspection and
Testing
Drilled Shaft Inspection,
and Bridge Deck
Inspection

Michael Glazener has over 20 years of construction experience that includes 3 years as Assistant Resident Engineer in Caltrans District 4 & 6 and 10 years with the Texas Department of Transportation. He served a consultant ARE on Caltrans District 4 in Sonoma County and District 6 on major highway projects where he inspected earthwork, AC paving, concrete paving, roadway widening, ramps and turn lanes, underground utilities, MSE and retaining walls, traffic signals and lighting, detention ponds, traffic control, & SWPPP. Mr. Glazener has received extensive training in various transportation construction disciplines and certified by the American Concrete Institute (ACI). He is motivated professional who works well with people and has knowledge of hwy construction methods and materials.

RELEVANT EXPERIENCE:

Woodlake Downtown Enhancement Phase 1 and Phase 2&3

Project, Woodlake, CA – As Construction Inspector / Office Engineer, Michael is successfully completing this street beautification project build with Caltrans oversight in accordance with the LAPM. The \$1.7 million project consist of improvements of three City blocks with demolition, storm drain systems, pavement structural section, decorative crosswalks at three intersections, decorative sidewalks, ADA ramps, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation. Michael is inspecting all field activities to verify compliance with contract documents and City & State Standards. He is coordinating construction activities with local businesses and the public to assure minimum disruption to businesses, community, public and the traffic. Michael is also responsible for verifying all materials testing in accordance with Caltrans LAPM and contract documents as well as maintaining the project files in accordance with the Caltrans Construction Manual

Plano Street Bridge Widening & Street Improvement Project | Porterville, CA.

Supported the CM team on an as-needed basis during peak construction activities. Michael's role on the project ends in Feb 2014. Served as Construction Inspector for an \$11 million bridge widening & street improvement project on an as-needed basis for the City of Porterville. The project is funded by federal funds administered by Caltrans Local Assistance and consists of widening the existing Plano Street Bridge from two lanes to four lanes and includes the reconstruction of the street approaches. Responsibilities included assisting the resident engineer with field inspection of construction activities, preparation of daily reports, maintaining project documentation and assisting the project team with contract compliance.

Caltrans District 6 On-Call (06A1164) Fresno, Kern, Tulare, Inyo, & Mono Counties (Fresno, CA).

Work included grinding of existing pavement, crack treatment, placement of geo-synthetic fabric and placement of hot mixed asphalt concrete. As an Assistant RE worked on rest area pavement repair contract for seven different rest area locations in multiple Counties. Duties included verification of pavement repair areas and inspection of contractor's activities to verify compliance with contract documentation and Caltrans standard specifications. Prepared daily dairies and quantity estimates.



Evan McCulloch

Construction Management • Program Management • Public Relations

Evan McCulloch

Field Inspector / Electrical
Inspector

Years of Experience: 25

Education:

B.A., Humanities
University of Houston at Clear
Lake, Houston, TX

A.A., Humanities Pre-Law
Houston Community
College, Houston, TX

Relevant Skills:

Construction Project
Management; Civil and
Electrical Inspection; State
Asset Management;
roadway lighting, ATSSA
traffic control and safety
certifications

Mr. Evan McCulloch has over 25 years of project management experience in the electrical, ITS and civil construction profession on high profile multimillion-dollar projects. Supervision of MEP inspectors in port of Freeport projects, project manager responsible for scheduling and budgeting contracts activities for Texas city ISD. Project manager on traffic signals projects for California bases republics ITS. Successfully marketed a port of business management and transportation services, providing international logistic for air and ocean imports/exports. Project Manager for large traffic signal contractor for TXDOT District 11, 12, and 14.

RELEVANT EXPERIENCE:

Fresno BRT Project Blackstone and Ventura / Kings Canyon Corridor, Fresno, CA:

Lead Electrical / Systems Inspector for a \$30 million 15 mile Bus Rapid Transit Corridor Project. Responsibilities includes inspecting all components of the electrical, communications, traffic signals, ITS, and fiber optics for the BRT corridor. Extensive coordination with the City traffic operations and intelligent services divisions to communicate and integrate the BRT ITS/TOS with the existing City systems. Fresno BRT will feature a total of 52 new bus stations, and will serve major shopping centers, hospitals and other significant destinations. The transit line will connect all major north-south corridors, Blackstone Avenue, and a major east-west corridor, Ventura Avenue and Kings Canyon Road through Downtown Fresno. The project is funded by a federal transportation grant. Other features included two terminal stations and one transit center with a shared platform station.

Traf-Tex, Inc. Houston, TX

Project Manager on various TXDOT, Harris County and City of Houston ITS and roadway lighting projects. Completed contracts included new traffic signals, fiber optic upgrades, and high mast lighting.

- \$1.4 million TXDOT District 12 Various Traffic Signals
- \$4.8 million Harris County Various Traffic Signals
- \$840,000 City of Houston Citywide #2,
- \$1.5 million City of Houston Citywide #8

DBI Services, LLC Houston TX

Project Manager on \$24 million greater Houston TXDOT Interstate and State Highway Asset Management Project. Responsible for project kick-off including hiring over 100 technicians, field office and warehouse personnel; and third party mitigators. Generated budget, procured material and vehicles, tracked KPI for state holders; and direct contact with City engineers. Set up 24-hr warehouses for night-time sweeping route drivers and emergency HAZMAT response teams.

Cargo International Systems, Inc. Houston Texas

Operations Manager with Gulf Coast based freight forwarder providing international logistical services for oversea distributors including Tyco and Samsung. Prepared Bill of Laden and US Custom documents; set up of warehousing for customer product deliveries; negotiated and tracked worldwide trucking, railroad; ocean and air cargo. TWIC access in the Barbour's Cut, Bayport, BNSF rail road, and Houston Intercontinental Airport shipping and receiving systems.

MATT LOWRANCE | FIELD SUPERVISOR - TECHNICIANS

CERTIFICATIONS

ACI Field Testing Technician Grade 1
ACI Concrete Laboratory Testing Technician -
Level 1 & 2
ACI Aggregate Testing Technician - Level 1 & 2
ACI Concrete Strength Testing Technician
ICC Reinforced Concrete Special Inspector
ICC Structural Masonry Special Inspector
Caltrans Proficiency Certifications: 105, 106,
125, 201, 202, 205, 206, 207, 208, 211, 216,
217, 226, 227, 229, 231, 301, 304, 308, 309,
366, 367, 370, 371, 375, 382, 504, 518, 521,
523, 524, 533, 539, 540, 557

SUMMARY

Mr. Lowrance has more than 10 years of experience performing soils, concrete and asphalt testing. Matt has served as a Quality Control Manager for rapid strength concrete on numerous State Highway projects. He has test experience and performs sampling and testing of asphalt, concrete and soils in accordance with ASTM Standards and Green Book specifications.

He will review the project schedule to understand scheduling requirements and make sure personnel are on site only when needed. He is responsible for coordinating and monitoring field personnel for observation or testing of soils and materials and pulling samples. His extensive knowledge of construction practices, the role of the technician and inspector, and diversity of project types is invaluable to the quality control program.

RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

CITY OF ROSEVILLE ON-CALL MATERIALS TESTING AND INSPECTION, ROSEVILLE

Field Supervisor | Mr. Matt Lowrance provided coordination for client testing requests and laboratory and field staff availability as required to complete the City's project. Project included roadway and pavement, utility trenching and backfill, and curb, gutter and sidewalk. RMA Group provided field technicians to perform the subgrade, aggregate base and backfill testing in accordance with the plans and specifications. RMA Group has held an on-call contract with the City of Roseville since 2010.

SUNRISE BOULEVARD COMPLETE STREETS PROJECT, CITRUS HEIGHTS

Field Services Coordinator | Responsible for coordinating and monitoring the field personnel for soils and materials inspection and testing for this project that transformed Sunrise Boulevard Corridor into a complete street -- available to pedestrian, bicycle and vehicle traffic. Features of the Complete Street program include ADA compliant sidewalks, wide bike lanes, restriping of roadways, equalized traffic signals, and fully accessible transit stops. This project was part of RMA Group's On-Call Materials Testing and Inspection contract with the City of Citrus Heights. RMA Group has been performing on-call services to the City of Citrus Heights since 2010.

EL DORADO IRRIGATION DISTRICT WASTEWATER TREATMENT PLANT, EL DORADO HILLS

Lead Field Technician | Served as a Lead Field Technician for this public agency construction project. RMA provided materials testing of soils, concrete and asphalt concrete. Matt was responsible for testing of soils and concrete, in accordance with ASTM test methods for this two-year, \$54.7 million regulatory upgrade and capacity expansion project. RMA Group held an on-call contract for seven years with El Dorado Irrigation District.

I-5 / COSUMNES RIVER BOULEVARD EXTENSION, SACRAMENTO

Field Supervisor | RMA Group is providing construction inspection, and materials testing on soils, aggregates, backfill operations, and concrete for this \$95 million freeway interchange project. The project also includes a 3.2-mile extension of Cosumnes Boulevard from Franklin Road (to the east) to Interstate 5 (to the west). The new travelway incorporates four-to-six traffic lanes, on-street bike lanes, 8-ft sidewalks, street lighting and landscaping. Construction is slated to be completed by Fall 2015.

WARM SPRINGS EXTENSION [BART], FREMONT

Field Supervisor | As part of the RMA Group materials testing and inspection team, Mr. Matt Lowrance dispatched and supervised field technicians on assignment to conduct soils and construction materials testing. RMA Group provided materials testing and construction inspection services for civil/structural public works improvements, architectural building code inspections, and construction field and laboratory materials testing, including providing an on-site laboratory and concrete curing facility for portions of the Warm Springs Extension including the trackway, systems, tie-in at the Fremont Station, and the new Warm Springs Station and parking lot.

STATE ROUTE 50 HOV LANES, SACRAMENTO COUNTY

Quality Control Manager | Mr. Matt Lowrance was responsible for all matters relating to project inspection. The project included inspection of more than 4,000 cubic yards of Rapid Strength Concrete. Matt also reviewed submittals prior to concrete placements; inspected proportioning devices on volumetric trucks for accuracy; inspected base materials, joint locations, bond breaker placement complied with project specification; and compiled, reviewed and signed all daily records of inspection, materials test reports prior to submitting to the State Resident Engineer.

TODD STRAIT | LABORATORY SUPERVISOR

CERTIFICATIONS

NICET-Soils, Level II

NICET-Asphalt, Level II

NICET-Aggregate, Level II

Caltrans Proficiency Certificates:

105, 125, 201, 202, 204, 205, 206, 207,
208, 211, 213, 214, 216, 217, 226, 227,
229, 231, 234, 235, 301, 305, 308, 309,
366, 367, 370, 371, 375, 379, 382, 504,
518, 521, 523, 524, 533, 539, 540, 557

Nuclear Gauge Certified

SUMMARY

Mr. Todd Strait has more than nine years of experience working as a Field Technician and Laboratory Supervisor. For the past three years, he has managed RMA Group's Rancho Cordova laboratory where he performs all lab testing for RMA Group's large-scale projects. Additionally, Mr. Strait has extensive field experience where he has been instrumental in providing clients with on-site materials testing with the use of RMA Group's fully self-sufficient and certified mobile labs.

RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

VARIOUS ON-CALL TESTING OF MATERIALS, NORTHERN CALIFORNIA AREA

Laboratory Manager, Public Works Technician, Field Technician | As a representative of RMA Group, Mr. Todd Strait provides various materials sampling, observation and testing for clients who have production facilities. From concrete batch plant testing of mix designs to providing Quality Assurance for other material production, Todd

provides an objective testing discipline to major construction firms such as Granite, DeSilva Gates, Shimmick, and Teichert, in their in-house production of construction materials. He has conducted a series of ASTM and CTM testing on concrete, asphalt, and aggregate components as well as prepared samples for additional lab testing.

I-5 / COSUMNES RIVER BOULEVARD EXTENSION, SACRAMENTO

Mobile Laboratory Manager | Mr. Todd Strait provided on-site mobile laboratory management and materials testing for this project which is the largest transportation project undertaken by the City of Sacramento. Todd performed compaction observation and testing of soil materials and concrete sampling and testing. Compaction tests CT231 and CT216 were performed on bridge abutments, bents, trench backfills, and levee embankments within the project area and aggregate base was verified as being moisture conditioned and mixed before application. Concrete tested for density and permeability and samples prepared for testing via ASTM C495 as well as other tests. This project extends Cosumnes Boulevard from Franklin Boulevard in South Sacramento and west to a new interchange at Interstate 5, connecting with Freeport Boulevard in the southeastern part of Sacramento County.

EL DORADO COUNTY IRRIGATION DISTRICT WASTEWATER TREATMENT PLANT, EL DORADO HILLS

Laboratory Manager | Mr. Todd Strait served as Laboratory Manager for this public agency construction project, on which RMA provided materials testing of soils, concrete and asphalt concrete. Todd was responsible for providing oversight of the testing of soils and concrete in accordance with ASTM test methods.

ALUM ROCK BRT EXTENSION, BART / VTA, SAN JOSE

Laboratory Supervisor | Mr. Todd Strait is providing management and oversight of laboratory testing operations and ensuring that quality assurance plan is being adhered to by coordinating with the project's Quality Control Manager and Director of Laboratory Operations on scope items. RMA Group is providing geotechnical certification of rough grading; ICC-certified inspection of reinforced concrete used for foundations and platforms; AWS welding inspection and non-destructive testing of fabrication and installation of shelters; inspection of lighting and other mechanical elements; compaction testing for embankments and backfills; sampling and testing of ballast, aggregates, and aggregate base products; sampling and testing of Portland Cement Concrete; and sampling and testing of asphalt concrete pavements for this major bus route transportation corridor.

WARM SPRINGS EXTENSION AND TRANSFER STATION, [BART], MILPITAS

Public Works Technician | Mr. Todd Strait provided concrete testing for the materials used for elements of this multi-structure (vertical and horizontal) project. Working closely with the GC's representative on the project, Todd conducted concrete tests that included temperature, slump, unit weight, air content by pressure meter, and compressive strength of 4"x8" cylinders and molded shrinkage beams. Additionally, he was assigned to observe temperature, slump, unit weight, and air testing conducted by the central materials batch plant to verify conformance to plan specifications and the project's QA Plan.

LIVERMORE AIRPORT, 7L-25R REPAIR AND REALIGNMENT OF SERVICE ROAD, LIVERMORE

Mobile Laboratory Manager | Mr. Todd Strait was responsible for the entire set-up, calibration, and management of RMA Group's mobile laboratory that was set-up on-site for convenient field testing of construction materials [HMA P-401, AB P-208, P-209, CAL-39]. Todd verified that all equipment needed is in place and that all mobile lab operations are fully-functional. The runway project included rehabilitation of 7L/25R, a 5255 x 100 foot paved and lighted runway consisting of electrical upgrades, pavement markers, profile milling and asphaltic concrete overlay of the runway and existing blast pads, regrading of unpaved shoulders, adjustment to grade of the existing runway end lights, new runway and taxiway pavement markings and the reconstruction of sections of the perimeter service road.

JAMES PORTER | FIELD TECHNICIAN / SPECIAL INSPECTOR

CERTIFICATIONS

ACI Concrete Testing Technician Grade 1
Radiation Safety &
Nuclear Gauge Operation
ICC Reinforced Concrete Special Inspector
ICC Spray Applied Fireproofing
Special Inspector
ICC Structural Steel & Bolting Special Inspector
Caltrans Proficiency Certifications:
105, 106, 125, 201, 202, 204, 205, 206,
207, 208, 211, 216, 217, 226, 227, 229,
231, 301, 304, 308, 309, 366, 367, 370,
371, 375, 382, 504, 518, 521, 523, 524,
526, 533
40 Hour Hazardous Waste Operations and
Emergency Response Certifications

SUMMARY

Mr. James Porter has more than six years of experience performing sampling, laboratory testing, field testing, and inspection services in accordance with Caltrans and ASTM test methods for soils, aggregates, hot mix asphalt, and Portland cement concrete. His work includes vertical structures, site improvements, transit and roadway projects, and other municipal infrastructure projects.

RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

11th STREET OVERHEAD, TRACY

Public Works Technician | Mr. Porter is providing public works inspection and testing for this project that will replace the existing 1,441' long bridge with a shorter structure. Project elements include retaining wall construction and embankment fill at the approaches. RMA Group is providing quality assurance testing of materials incorporating CT and AASHTO tests methods for the project. QA testing includes: earthwork compaction testing, aggregate base lab testing and compaction testing, testing of structural concrete and HMA, and source testing of butt-welded hoops, mechanical rebar splices, pre-stressed and post-tensioned strands, precast concrete girders, and miscellaneous shop welding. RMA Group is providing the project site with a 20'x8' climate-controlled modular building for onsite testing of common tests with other tests performed at the Rancho Cordova RMA Group facility.

CITY OF ROSEVILLE ON-CALL PROJECTS, ROSEVILLE

Field Technician & Inspector | For multiple City projects, Mr. Porter has performed observation, testing, and inspection for grading, excavation, backfill, and trenching operations. Current work is being performed for the Westpark 3 development sewer lines, consisting of soil compaction testing and trench backfill operations.

CALTRANS 06-442614 | ASHLAN AVENUE OVERCROSSING TO GRANTLAND AVENUE ON STATE ROUTE 99, FRESNO

Public Works Technician | Mr. Porter is providing public works inspection and testing for this project. RMA Group provided the QC/QA testing for the HMA materials used for the paving portion of this project that widened the freeway on State Route 99 and removed and reconstructed three bridges. RMA Group developed the Quality Assurance Plan and provided technicians to perform sampling, monitoring, and coring of materials and to ensure that QC compliance was adhered to for the project.

CT 06-471004 ROUTE 99 / AVENUE 12 INTERCHANGE IMPROVEMENTS PROJECT, MADERA COUNTY

Public Works Technician | Mr. Porter provided quality control inspection and testing of the HMA-A materials used for this project. RMA Group was responsible for the Quality Control Plan and the quality control testing and inspection. Mr. Porter performed laydown inspection, monitored in-place density, and pulled data cores for density determination. This project replaced the existing interchange with an improved overcrossing, reconfigured on- and off-ramps, and improvements to the surrounding local road network to support an ultimate eight-lane configuration of the site.

COSUMNES RIVER BOULEVARD/I-5 INTERCHANGE (OVERCROSSING STRUCTURE), SACRAMENTO COUNTY

Public Works Technician | Mr. Porter pulled concrete samples and tested these in accordance to CT 539, CT 533, and CT 557 for this project which is the largest transportation project undertaken by the City of Sacramento. He also provided batch plant inspection of aggregate per CT 125. Concrete pour observation and testing was conducted for Bent 3, Column C for the I-5 Overcrossing structure. This new interchange/roadway project extends Cosumnes Boulevard from Franklin Boulevard in South Sacramento and west to a new interchange at Interstate 5, connecting with Freeport Boulevard in the southeastern part of Sacramento County.

ALUM ROCK BUS RAPID TRANSIT (BRT) PROJECT, SAN JOSE

Field Technician / Special Inspector | Mr. Porter is currently providing construction inspection for this project that is constructing a median-based, limited-stop rapid transit service dedicated travelway from the Eastridge Transit Center to the Arena Station in downtown San Jose using Capitol Expressway, Alum Rock Avenue, and Santa Clara Street. This approximately 16-mile long BRT corridor is the first leg of more than 30 miles of Bus Rapid Transit connecting to the County's extensive light rail system, Caltrain, and the soon-to-come BART service. RMA Group's pavement operations includes inspection of subbase, aggregate base, and asphaltic concrete, bus bulbouts, bus shelters, and curb, gutter and sidewalk, as well as the calculation of material quantities, preparation of daily records of operations, tests, and other work tasks, and coordination with the client (VTA/BART), general contractor, and onsite inspection team to ensure that the project specifications and quality control are maintained. Diligent adherence to the contractor's SWPPP is also consistently done to maintain the strict environmental enforcement for this project.

CHARLES OLSEN | FIELD INSPECTOR / PUBLIC WORKS TECHNICIAN

EDUCATION

AA, Building Inspection & Technology,
Cosumnes River College, Sacramento

CERTIFICATES

ACI Concrete Testing Technician Grade 1
ICC Prestressed Concrete
Special Inspector
ICC Reinforced Concrete
Special Inspector
ICC Building Special Inspector
ICC Plumbing Special Inspector
ICC Structural Steel Special Inspector
ICC Welding Special Inspector

SUMMARY

Mr. Olsen has more than 10 years of experience working as a technician and special inspector. His diverse experience runs from soils inspection and testing to structural steel welding, masonry, and reinforced concrete special inspections. His project experience encompasses everything from State facilities, medical buildings, casinos, private housing projects, and major infrastructure. Charles has working knowledge of blue prints and all applicable building codes in his certification as a building inspector and plumbing inspector.

RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

STATE ROUTE 99 / AVENUE 24 UNDERCROSSING BRIDGE REPLACEMENT, TULARE COUNTY

Inspector / Public Works Technician | Mr. Olsen performed inspection sampling and in-place density testing of HMA-A materials used for the deck surface of this replacement structure. The project involved the replacement of a structurally

deficient three-span, continuous reinforced concrete girder bridge with a wider, concrete slab bridge with no center gap, as the original bridge possessed. RMA Group was responsible for QA / QC testing of HMA-A and Jointed Plane Concrete Pavement (JPCP) for this project.

BLUE OAKS BRIDGE, ROSEVILLE

Public Works Technician | Mr. Olsen provided special inspection and testing of concrete used for the bridge piles supporting the superstructure of this bridge. He observed the reinforcement placement and stressing of pre-cast piles. This project was awarded the 2012 Outstanding Project of the Year by the Sacramento Chapter of the American Public Works Association.

11th STREET OVERHEAD, TRACY

Public Works Technician | Mr. Olsen is providing public works inspection and testing for this project that will replace the existing 1,441' long bridge with a shorter structure. Project elements include retaining wall construction and embankment fill at the approaches. RMA Group is providing quality assurance testing of materials incorporating CT and AASHTO tests methods for the project. QA testing includes: earthwork compaction testing, aggregate base lab testing and compaction testing, testing of structural concrete and HMA, and source testing of butt-welded hoops, mechanical rebar splices, pre-stressed and post-tensioned strands, precast concrete girders, and miscellaneous shop welding. RMA Group is providing the project site with a 20'x8' climate-controlled modular building for onsite testing of common tests. Other tests are performed at the Rancho Cordova RMA Group facility.

WARM SPRINGS EXTENSION LTSS [BART], MILPITAS

Inspector / Public Works Technician | Mr. Olsen provided special inspection of reinforced concrete -- checking steel reinforcements of rebar and verifying grade, sizes, spacings, laps and clearances; observation of 6% cement soil stabilization of subgrade for track realignment operations, testing for temperature, depth and spread rate, and sampling for compressive strength; and general inspection services for various elements on the new concourse building -- such as storm drain corrections, rebar placement for the ancillary building foundation, and column connections.

BERRYESSA STATION EXTENSION PROJECT [BART], FREMONT

Soils Technician | As part of the RMA Group materials testing and inspection team, Mr. Olsen conducted soils compaction testing for the project site work. RMA Group is providing special inspections and materials testing for three phases of the design-build project. The phases in construction include a 10-mile rail extension and new stations at Berryessa and Milpitas. The aerial guideway structure is an eleven-bent concrete structure consisting of cast-in-place reinforced concrete box girders spanning between concrete cap beams supported by two tapered columns at each bent. The tapered columns will be supported on precast prestressed concrete driven piles.

CHP OFFICE REPLACEMENT FACILITY, GRASS VALLEY

Special Inspector | Provided inspection during reinforcing steel placement and masonry placement. Also provided special inspection of the installation of the 120-ft tall communications tower with observation and inspection of the grading for the pier footings, high strength bolt testing, and pull tests for rebar. This project was designed and built to meet the Essential Services Act (ESA) requirements and be certified by Division of State Architect (DSA). The CHP's new \$14 million, 16,800-square-foot facility includes a vehicle service facility, storage building for additional records, radio equipment and an emergency generator, covered parking facility with a fuel island and the aforementioned 120-ft tall communications tower.



Years of Experience

26 years

Key Qualifications

- ✓ 14 years of laboratory management experience
- ✓ Experience maintaining AMRL, CCRL, USACE, and Caltrans accreditations and certifications
- ✓ Project experience ranging from subdivisions, bridges, roadways, dams, and levees to landfills, commercial structures, and landslides/slipouts

Certification/Training

NICET Soils Level III
NICET Asphalt Level II
NICET Concrete Level II
Nuclear Gauge Certified
Radiation Safety Officer Certified
Caltrans Certified
AMRL Certified Laboratory
ACI Field Technician Level I
ACI Laboratory Technician Level I
Hazardous Waste Operations and Emergency Response CPR trained

Years with Firm

1 year

Biography

Mr. Downes has more than 26 years of experience. He has more than 14 years of experience as a soils laboratory manager, acquiring Caltrans certification and a U.S. Department of Agriculture permit to receive foreign soil, and he has more than 13 years as a geotechnical laboratory and field technician. In addition to continuing laboratory and field services and maintaining lab accreditations, Mr. Downes reviews all test results for accuracy and completeness prior to publication. He also manages all laboratory/field technicians. Projects requiring field observation and testing have included bridges, roadways, dams, levees, landfills, subdivisions, commercial structures, and landslides/slipouts.

Regional Transit Light Rail Station at Cosumnes River College, City of Sacramento, CA

For Psomas and Sacramento Regional Transit, Laboratory Manager and Senior Field Technician. The Cosumnes River College light rail station is located on the campus off of Bruceville Road. The future station will have a transit center with eight bus berths and a small utility building. Mr. Downes performed laboratory testing for the proposed transit light rail station, which included earthwork testing and fill placement. He also performed field inspections and testing.

Union Pacific Railroad Canopy Structures, City of Roseville, CA

For Union Pacific Railroad, Laboratory Manager and Senior Field Technician. Mr. Downes performed soil borings, lab testing of soils, and foundation recommendation reports.

Union Pacific Railroad Stormwater Retention Basin, City of Roseville, CA

For Union Pacific Railroad, Laboratory Manager and Senior Field Technician. Mr. Downes performed laboratory testing and on-site construction observation. He was responsible for the testing of the earthworks and the fill placement for the stormwater overflow retention basin.

Winters Road Bridge, Solano County, CA

For Solano County, Laboratory Manager. Mr. Downes performed field logging of cast-in-drilled-hole piles for bridge piers and inspection of pile concrete repairs. He observed subgrade load tests, excavation/backfill of pier foundations, and installation/removal of sheet piles. He also performed laboratory testing of soils.

Colusa County Roadway Project, Colusa County, CA

For Colusa County, Laboratory Manager. Mr. Downes supervised on-site testing and observation of roadway subgrade lime treatment and compaction, and laboratory testing of lime-treated soil, including R-value and compressive strength.

Keith Lake

Senior Technician; Materials Testing and Inspection



Years of Experience

30 years

Key Qualifications

- ✓ Extensive experience with City of Roseville
- ✓ Experienced in construction observation
- ✓ Materials testing and inspection
- ✓ Field and laboratory testing

Training/Certifications

DSA Certified Masonry Inspector
ICC Masonry Inspector
ICC Structural Concrete
Troxler Radiation Safety and Use of Nuclear Gauges

Education

A.A., Building and Construction Technology,
Fresno City College, CA

Years with Firm

2 years

Biography:

Mr. Lake has served as a Materials Testing and Inspection Technician for over 30 years. During his career, Mr. Lake's responsibilities have spanned a wide range of both field and laboratory materials testing and inspection projects, which include: soils; aggregates; asphalt; cement/concrete and grout; reinforcing steel; load testing and pull testing for anchors; structural masonry; deep and shallow foundations; and foundation remediation. Mr. Lake is well-versed in ASTM/AASHTO and Caltrans test methods. He currently serves as a Senior Technician with WRECO, and he has extensive materials testing and inspection experience in the City of Roseville.

On-Call Materials Testing, City of Roseville, CA

For City of Roseville, Senior Technician. This on-call contract with the City of Roseville involved materials testing and inspection for new pavement and pavement rehabilitation projects and a variety of new infrastructure projects (primarily pipeline installations). Mr. Lake's duties included observation and testing for pavement subgrade, base rock, and asphalt pavement construction, as well as new curb, gutter, and sidewalk construction; observation and testing for pipeline construction; batch plant inspection for concrete and asphalt materials; acquisition of aggregate, cement, asphalt, and reinforcing steel for compliance testing; and in-laboratory compliance testing for soils, aggregates, cement/concrete, and asphalt concrete (AC).

Dry Creek WWTP Chlorine Conversion to Ultraviolet Disinfection, City of Roseville, CA

For City of Roseville, Senior Technician. Mr. Lake provided quality assurance testing services, which included compaction testing of soil subgrade and backfill material to structures and utility trenches, inspection of footing excavations and steel reinforcement prior to the placement of structural concrete, tagging, and sampling of steel reinforcement, and sampling and testing of concrete. Full-time observation for the installation of geopiers was provided but due to heavy rains at the initial phase of the installation work, a number of geopiers failed to meet the acceptance criteria. The contractor used lime to moisture condition the aggregate. Mr. Lake provided quality assurance testing services during construction.

Atkinson Street Bridge Replacement, Materials Testing and Special Inspection Services, City of Roseville, CA

For City of Roseville, Materials Testing and Inspection. Mr. Lake provided acceptance testing of materials for the widening of Atkinson Street Bridge, a 304-foot new roadway that included a 2-lane, 4-span, 180-foot-long bridge built in two separate stages. Construction included removal of the existing bridge components and construction of the new bridge; AC paving; construction of rock slope protection for erosion control; drainage facilities; installation of a 610-mm ductile iron waterline; curb, gutter, and sidewalk work; and construction of metal beam guard rails. Observations and acceptance testing for each phase of construction included material compliance sampling and testing for concrete, earthworks, aggregate base, AC pavement, and prestressed concrete piles.



JEREMY ZORNE, GE

PROJECT MANAGER/SENIOR ENGINEER

Years of Experience

20 (20 w/Geocon)

Education

MS, Civil Engineering
(Geotechnical), California
State University,
Sacramento

BS, Civil Engineering,
California State University,
Sacramento

Registrations

CA: Geotechnical
Engineer, No. 2636

CA: Professional Engineer,
Civil, No. 60936

Certifications

OSHA: 40-Hour
HAZWOPER

Nuclear Density Gauge

Mr. Zorne has been with Geocon for his entire 20 year professional career. His diverse project experience includes water/wastewater treatment and distribution facilities, transportation infrastructure (roadways, bridges, and retaining walls), educational facilities, parks and recreation facilities, commercial/industrial development, and residential development. Mr. Zorne is known for responsive service and dedicated to providing cost-effective, practical solutions for difficult geotechnical challenges. He is currently managing several on-call contracts for the following agencies: Yolo County, Tehama County, Placer County, Placer County Water Agency, City of Dixon, City of Sacramento, California Department of Parks and Recreation, California Department of General Services, and the University of California, Davis.

Relevant Project Experience:

JOHNNY CASH TRAIL AND BRIDGE, FOLSOM, CALIFORNIA.

Mr. Zorne managed the original and supplemental geotechnical investigations for the project, which provided bicycle and pedestrian access across the new Folsom Lake Crossing Road to Folsom Lake near the Folsom Prison complex. We also provided geotechnical testing and observation services during earthwork construction of the bridge approach fill embankment. The supplemental geotechnical investigation was conducted after completion of the embankment fill, when the bridge type and design configuration changed.

CITY OF FOLSOM PARKS AND RECREATION, FOLSOM, CALIFORNIA

The City of Folsom is actively constructing several sections of Class I bicycle trail along local creeks, parkways, and former railroad alignments. To date, Geocon has provided geotechnical engineering and materials testing services for new trail alignments totaling over 30 miles including twelve bicycle/pedestrian bridges and two box-culvert crossings. As a trusted consultant to the City of Folsom, Parks and Recreation Department, Mr. Zorne provides project manager services for the ongoing geotechnical and materials testing services for the design of the expanding trail system.

FOLSOM BOULEVARD STREETScape ENHANCEMENTS, PHASE 2A, 2B, AND 3 CITY OF RANCHO CORDOVA – Mr. Zorne was the project manager for this project, in which we teamed with a construction management firm. The team was selected by the City of Rancho Cordova to provide construction management, geotechnical testing and observation, and materials testing services for the Folsom Boulevard Streetscape Enhancement Project. The 3-mile-long project, located between Mather Field and Sunrise Boulevard, includes pedestrian and roadway enhancements such as new underground utilities, sidewalks, roadway widening, a tie-back retaining structure, and landscaping improvements.

CITY OF SACRAMENTO, ON-CALL MATERIALS SAMPLING AND TESTING, SACRAMENTO, CALIFORNIA

Mr. Zorne is the current contract manager for on-call materials sampling and testing services for the City of Sacramento, Public Works Department. This two-year contract has recently begun and we have provided materials sampling and testing services for the 3rd and Broadway Urban Plaza, Land Park Water Main, and McKinley Village projects. All services were conducted by certified materials technicians and testing was conducted in our fully accredited Rancho Cordova materials testing laboratory.



BOB DAIL

FIELD SERVICES MANAGER/
SENIOR MATERIALS TECHNICIAN

Years of Experience

27 (5 w/Geocon)

Certifications

Caltrans: Certified Tester

ACI: Concrete Field
Testing Technician, Level I

Nuclear Gauge

Mr. Dail has 27 years of experience performing a variety of inspection and testing services during construction of public works and large commercial projects. Daily responsibilities have included testing, observing, and reporting of work in progress with respect to project plans and specifications, plan reading, writing daily reports, attending project-related meetings, and communicating effectively with project managers, engineers, architects and construction managers. Additionally, Mr. Dail supervises the laboratory testing of construction samples and maintains quarterly records for participation in National Laboratory Accreditation programs. Mr. Dail is a Caltrans-certified field tester with extensive experience in Caltrans test methods and procedures. He is currently providing materials testing services for the following on-call contracts: Napa County, Yolo County, Tehama County, and University of California at Davis.

Relevant Project Experience:

CITY OF FOLSOM PARKS AND RECREATION, FOLSOM, CALIFORNIA

The City of Folsom is actively constructing several sections of Class I bicycle trail along local creeks, parkways, and former railroad alignments. To date, Geocon has provided geotechnical engineering and materials testing services for new trail alignments totaling over 30 miles including twelve bicycle/pedestrian bridges and two box-culvert crossings. Mr. Dail provides materials testing services for the ongoing materials testing work as part of the design of the expanding trail system.

JOHNNY CASH TRAIL AND BRIDGE, FOLSOM, CALIFORNIA.

Geocon provided the original and supplemental geotechnical investigations for the project, which provided bicycle and pedestrian access across the new Folsom Lake Crossing Road to Folsom Lake near the Folsom Prison complex. We also provided geotechnical testing and observation services during earthwork construction of the bridge approach fill embankment, where Mr. Dail served as field services manager. The supplemental geotechnical investigation was conducted after completion of the embankment fill, when the bridge type and design configuration changed.

FOLSOM BOULEVARD STREETScape ENHANCEMENTS, PHASE 2A, 2B, AND 3 CITY OF RANCHO CORDOVA – Mr. Dail was the field services manager for this project, in which we teamed with a construction management firm. The team was selected by the City of Rancho Cordova to provide construction management, geotechnical testing and observation, and materials testing services for the Folsom Boulevard Streetscape Enhancement Project. The 3-mile-long project, located between Mather Field and Sunrise Boulevard, includes pedestrian and roadway enhancements such as new underground utilities, sidewalks, roadway widening, a tie-back retaining structure, and landscaping improvements.

YOLO COUNTY, ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES, YOLO COUNTY, CALIFORNIA

Mr. Dail provides management and materials testing and special inspection under the second of two five-year on-call contracts with the County of Yolo. Geocon is performing geotechnical engineering and construction services under a five-year contract with Yolo County Department of Public Works for various roadway infrastructure improvement projects throughout the County. To date, we have provided innovative solutions for pavement rehabilitation using various technologies such as full-depth recycling (FDR) with chemical treatment, overlays, geotextiles, and materials testing and inspection in accordance with 2009 Caltrans specifications for more than 30 lane-miles of roadway construction.



THE HANNA GROUP

3101 Zinfandel Drive, Suite 320
Rancho Cordova, CA 95670
Office (916) 254-5156 Fax (916) 244-0443

EXHIBIT “B”



City of Roseville
311 Vernon Street
Roseville, CA 95678

February 15, 2017

Attention: Luzdevina "Nina" Buelna, PE, Associate Engineer

Subject: Cost Proposal for On-Call Construction Resident Engineer and Inspection Services

Dear Ms. Buelna:

Enclosed please find the cost proposals in the requested formats, as outlined in the RFP, for the above referenced project. Our Construction Management team has provided both hourly fee schedules and LAPM Exhibits 10-H, Example 2 per the requirements of Federally funded projects.

Attached are:

1. The Hanna Group (Prime Consultant) Hourly Rate Schedule and Exhibit 10-H Cost Proposal
2. NV5 (Sub) Hourly Rate Schedule and Exhibit 10-H Cost Proposal
3. VSCE (DBE Sub) Hourly Rate Schedule and Exhibit 10-H Cost Proposal
4. Argonaut (DBE Sub) Hourly Fee Schedule and Exhibit 10-H Cost Proposal
5. RMA Group (Sub) Exhibit 10-H Cost Proposal and OCD Schedule
6. Wreco (DBE Sub) Hourly Rate Schedule and Exhibit 10-H Cost Proposal
7. Geocon (Sub) Hourly Schedule of Fees and Exhibit 10-H Cost Proposal

Please note that our firm's overhead rate (ICR) is FAR compliant, and has been recently audited by an independent Certified Public Accounting firm.

We thank you for taking the time to review our cost proposal package and pledge to you the commitment of our team. If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 870-9070 or joer@hannagrp.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Reyes".

Joe Reyes, P.E., Project Manager
The Hanna Group, an NV5 Subsidiary

The Hanna Group Loaded Hourly Rates

Construction Inspection / Construction Management Services

2017 Hourly Loaded Rates

Classification	2017 Hourly Loaded Range
Principal Engineer/Project Manager	\$232 - \$290
Resident Engineer	\$149 - \$232
Assistant RE/Structure Representative	\$139 - \$155
Senior Construction Inspector	\$134 - \$144
Construction Inspector	\$129 - \$142
Engineering Technician	\$129 - \$139
Office Engineer	\$98 - \$129
Administrative Assistant	\$88 - \$111
Labor Compliance	\$98 - \$120
<u>Notes:</u> (1): Rates are effective January 1, 2017 through December 31, 2017 (2): The Hanna Group loaded rate includes OH Multiplier that includes employees fringe benefits (workers compensation, medical insurance, vacation, sick leave, etc.) home office administration, professional liability insurance, etc., all home office support and supplies. (3): Direct Rate to comply with prevailing wage rate. All hours are billed in conformance to the California Labor Code and prevailing wage requirements. (4): All rates are straight-time rates and subject to negotiation based on the nature of a specific assignment. (5): The Direct Labor Rates are subject to an escalation of 3% per year	

THE HANNA GROUP

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are not allowed
 Consultant or Subconsultant The Hanna Group Contract No. #15-45 Date 2/15/2017

NORMAL Fringe Benefit % 42.80 + Overhead % 28.22 + General Administration % 37.43 = Combined % 108.45

Fee % = 10.00 %

CALCULATION INFORMATION

		Effective Date of Hourly Rate				
Name / Position	Hourly Billing Rate	From	To	Actual/Average Hourly Rate	% or \$ Increase	Hourly Range for Position
Joe Reyes, PE / Project Manager	\$238.47	01/01/17	12/31/17	\$104.00		
	\$245.62	01/01/18	12/31/18	\$107.12	3%	
	\$252.99	01/01/19	12/31/19	\$110.33	3%	
	\$260.58	01/01/20	12/31/20	\$113.64	3%	
	\$268.40	01/01/21	12/31/21	\$117.05	3%	
Mehrdad Varzandeh, PE / Claims	\$242.53	01/01/17	12/31/17	\$105.77		
	\$249.80	01/01/18	12/31/18	\$108.94	3%	
	\$257.30	01/01/19	12/31/19	\$112.21	3%	
	\$265.01	01/01/20	12/31/20	\$115.58	3%	
	\$272.96	01/01/21	12/31/21	\$119.05	3%	
Chad Langstraat, PE / Resident Engineer	\$170.14	01/01/17	12/31/17	\$74.20		
	\$175.24	01/01/18	12/31/18	\$76.43	3%	
	\$180.50	01/01/19	12/31/19	\$78.72	3%	
	\$185.91	01/01/20	12/31/20	\$81.08	3%	
	\$191.49	01/01/21	12/31/21	\$83.51	3%	

* Other Direct Costs are included in our Overhead rate, therefore no OCD page 2 is provided

CALCULATION INFORMATION

Name / Position	Hourly Billing Rate	Effective Date of Hourly Rate			
		From	To	Actual/Average Hourly Rate	% or \$ Increase
Matt Taliandro, PE / Resident Engineer	\$178.30	01/01/17	12/31/17	\$77.76	
	\$183.65	01/01/18	12/31/18	\$80.09	3%
	\$189.16	01/01/19	12/31/19	\$82.50	3%
	\$194.83	01/01/20	12/31/20	\$84.97	3%
	\$200.68	01/01/21	12/31/21	\$87.52	3%
Jon Osterstock, PE / Resident Engineer	\$143.01	01/01/17	12/31/17	\$62.37	
	\$147.30	01/01/18	12/31/18	\$64.24	3%
	\$151.72	01/01/19	12/31/19	\$66.17	3%
	\$156.27	01/01/20	12/31/20	\$68.15	3%
	\$160.96	01/01/21	12/31/21	\$70.20	3%
Joe Pedroni, PE / Construction Inspector	\$138.08	01/01/17	12/31/17	\$60.22	
	\$142.22	01/01/18	12/31/18	\$62.03	3%
	\$146.49	01/01/19	12/31/19	\$63.89	3%
	\$150.89	01/01/20	12/31/20	\$65.80	3%
	\$155.41	01/01/21	12/31/21	\$67.78	3%
Brandon Barker / Construction Inspector	\$129.90	01/01/17	12/31/17	\$56.65	
	\$133.79	01/01/18	12/31/18	\$58.35	3%
	\$137.81	01/01/19	12/31/19	\$60.10	3%
	\$141.94	01/01/20	12/31/20	\$61.90	3%
	\$146.20	01/01/21	12/31/21	\$63.76	3%
Darren Lindsey / Field Inspector	\$126.48	01/01/17	12/31/17	\$55.16	
	\$130.27	01/01/18	12/31/18	\$56.81	3%
	\$134.18	01/01/19	12/31/19	\$58.52	3%
	\$138.21	01/01/20	12/31/20	\$60.27	3%
	\$142.35	01/01/21	12/31/21	\$62.08	3%
Errol Thomason / Field Inspector	\$133.98	01/01/17	12/31/17	\$58.43	
	\$138.00	01/01/18	12/31/18	\$60.18	3%
	\$142.14	01/01/19	12/31/19	\$61.99	3%
	\$146.40	01/01/20	12/31/20	\$63.85	3%
	\$150.79	01/01/21	12/31/21	\$65.76	3%

Effective Date of Hourly Rate

[illegible]

NV5, INC.

Northern California 2017 Charge Rates Schedule

Office:

Technical Services

Engineering Aide/Planning Aide	\$84.00/hour
Project Assistant.....	\$109.00/hour
Project Administrator.....	\$135.00/hour
CADD Technician I.....	\$117.00/hour
CADD Technician II	\$145.00/hour
CADD Technician III.....	\$153.00/hour
Senior CADD Technician/Designer	\$163.00/hour
Design Supervisor.....	\$190.00/hour

Professional

Junior Engineer/Planner/Surveyor.....	\$135.00/hour
Assistant Engineer/Planner/Surveyor	\$157.00/hour
Associate Engineer/Planner/Surveyor	\$184.00/hour
Senior Engineer/Planner/Surveyor.....	\$197.00/hour
Manager	\$220.00/hour
Structural Engineer.....	\$234.00/hour
Associate.....	\$247.00/hour
Principal.....	\$284.00/hour

Field:

Construction Management

Assistant Field Engineer*	\$140.00 to \$156.00/hour
Associate Field Engineer*	\$157.00 to \$164.00/hour
Senior Field Engineer*	\$165.00 to \$191.00/hour
Construction Manager/Resident Engineer.....	\$175.00 to \$225.00/hour

Surveying

1-Person Survey Crew (GPS) (Robotic).....	\$195.00/hour
1-Person Survey Crew	\$154.00/hour
2-Person Survey Crew	\$248.00/hour
3-Person Survey Crew	\$352.00/hour

Expenses:

Plotting and In-house Reproduction	1.15 x Cost
Subsistence	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts ..	1.15 x Cost
Vehicles.....	\$1018/month
Mileage - Outside local area	Per accepted IRS rate

Rates are effective through March 1, 2018. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

Rates based on "Prevailing Wage" (PW) for Construction Management and Surveying will be determined by Project and County per California law. Construction Management positions that are identified with an * will be subject to DIR Determination NC-63-3-9-2016-1 which requires an increase of \$2.05/hour July 1, 2017.

Litigation support will be billed at \$300.00 per hour.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

Contract No.

Date 2/15/2017

Fringe Benefit %
37.44

+ Overhead %
84.87

+

General Administration %

=

Combined Indirect Cost Rate (ICR) %
122.31

FEE % =

10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To		
Brad Riel	\$221.87	NC	NC	3/1/2017	2/28/2018	\$90.73	3%
Resident Engineer	\$228.53	NC	NC	3/1/2018	2/28/2019	\$93.45	3%
	\$235.38	NC	NC	3/1/2019	2/28/2020	\$96.25	3%
Joy Denny	\$195.63	NC	NC	3/1/2017	2/28/2018	\$80.00	3%
Resident Engineer	\$201.50	NC	NC	3/1/2018	2/28/2019	\$82.40	3%
	\$207.55	NC	NC	3/1/2019	2/28/2020	\$84.87	3%
Rich Herrick*	\$150.73	\$150.73	\$150.73	3/1/2017	6/30/2017	\$61.64	Per DIR
Inspector	\$155.75	\$155.75	\$155.75	7/1/2017	2/28/2019	\$63.69	Per DIR
	\$155.75	\$155.75	\$155.75	3/1/2019	2/28/2020	\$63.69	Per DIR
Lisa Pallesen	\$68.47	\$102.71	\$136.94	3/1/2017	2/28/2018	\$28.00	3%
Document Control	\$70.53	\$105.79	\$141.05	3/1/2018	2/28/2019	\$28.84	3%
	\$72.64	\$108.96	\$145.28	3/1/2019	2/28/2020	\$29.70	3%
Amir Yaz*	\$157.83	\$157.83	\$157.83	3/1/2017	6/30/2017	\$64.54	Per DIR
Inspector	\$162.84	\$162.84	\$162.84	7/1/2017	2/28/2019	\$66.59	Per DIR
	\$162.84	\$162.84	\$162.84	3/1/2019	2/28/2020	\$66.59	Per DIR
Dennis Miller*	\$162.13	\$162.13	\$162.13	3/1/2017	6/30/2017	\$66.30	Per DIR
Inspector	\$167.14	\$167.14	\$167.14	7/1/2017	2/28/2019	\$68.35	Per DIR
	\$167.14	\$167.14	\$167.14	3/1/2019	2/28/2020	\$68.35	Per DIR

NOTES:

- employees subject to prevailing wage denoted with an asterisks (*). Rates for these employees reflect the required rate of pay for DIR Determination NC-63-3-9-2016-1. This determination requires a \$2.05/hour increase effective 7/1/17.

For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A. Vehicle	mo	\$1,018		A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
 2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 6. Travel related costs should be pre-approved by the contracting agency.
 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose.
- that could be used for the same purpose.



VSCE 2017 Billing Rates

TITLE /	BILLING RATE W/FEE
Santana Jimenez ARE/Construction Inspector	\$156.97
Michael Glazener Construction Inspector	\$138.21
Evans McChulloch Construction Inspector	\$135.77
Humza Mansoor Construction Inspector	\$122.55

* Rates increase 1st of every year.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

VSCE, Inc.

Contract No. _____

Date 1/30/2017

Fringe Benefit
(= 0% if Included in OH)

44%

Overhead
(= 0% if Included in OH)

73%

General Administration %

=

Combined %

117%

FEE % = **10.00%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²				Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)		From	To			
Exempt	\$0.00	N/A	N/A		8/1/2016	12/31/2017			Not Applicable
	\$0.00	N/A	N/A		1/1/2018	12/31/2018		3.00%	
	\$0.00	N/A	N/A		1/1/2019	12/31/2019		3.00%	
Santana Jimenez*	\$156.97	\$184.33	\$216.26		8/1/2016	12/31/2017	\$65.76		Not Applicable
ARE/Construction Inspector	\$161.68	\$189.85	\$222.74		1/1/2018	12/31/2018	\$67.73	3.00%	
Non-Exempt	\$166.53	\$195.54	\$229.42		1/1/2019	12/31/2019	\$69.76	3.00%	
Michael Glazener*	\$138.21	\$160.19	\$187.94		8/1/2016	12/31/2017	\$57.90		Not Applicable
Construction Inspector	\$142.35	\$164.99	\$193.57		1/1/2018	12/31/2018	\$59.64	3.00%	
Non-Exempt	\$146.62	\$169.93	\$199.37		1/1/2019	12/31/2019	\$61.43	3.00%	
Evan McCulloch*	\$135.77	\$160.19	\$187.94		8/1/2016	12/31/2017	\$56.88		Not Applicable
Construction Inspector	\$139.85	\$164.99	\$193.57		1/1/2018	12/31/2018	\$58.59	3.00%	
Non Exempt	\$144.04	\$169.93	\$199.37		1/1/2019	12/31/2019	\$60.34	3.00%	
Hunza Mansoor *	\$122.55	\$160.19	\$187.94		8/1/2016	12/31/2017	\$51.34		Not Applicable
Filed Inspector	\$126.23	\$164.99	\$193.57		1/1/2018	12/31/2018	\$52.88	3.00%	
Non Exempt	\$130.01	\$169.93	\$199.37		1/1/2019	12/31/2019	\$54.47	3.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

Date 1/30/2017

[illegible]

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

Other Direct Costs

LABORATORY TESTS

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$185.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$250.00 /hour
Portable Drilling Equipment with Operator	\$275.00 /hour
Bucket Auger Drill Rig with Operator	\$300.00 /hour
Air Rotary Drill Rig with Operator	\$350.00 /hour
Rotary Wash Drill Rig with Operator	\$350.00 /hour
Diamond Bit Core Rig and Generator	\$250.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$15.00 /day
Ultrasonic Test Unit and Consumables	\$25.00 /day
Magnetic Particle Test Unit	\$15.00 /day
Skidmore	\$30.00 /day
Schmidt Hammer	\$20.00 /day
Torque Wrench	\$20.00 /day
Proof Load Testing Equipment	\$45.00 /day
Inertial Profiler	\$2,000.00 /day
ASTM C1028 Coefficient of Friction (Personnel w/Equipment)	\$350.00/day
Mini Environmental Quality Meter	\$200.00/day
Pick-up and Delivery of Test Specimens	\$75.00 /hour

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$230.00 /each
ASTM C40 Organic Impurities in Fine Agg	\$95.00 /each
ASTM D4791 Flat & Elongated Particles	\$250.00 /each
ASTM D5821 Percent Fractured Particles	\$125.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$20.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$175.00 /each
ASTM C117 Materials Finer than No. 200	\$85.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$450.00 /each
ASTM D2419 Sand Equivalent Value	\$115.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$165.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$145.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$125.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$425.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$125.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$135.00 /each
ASTM C142 Clay and Friable Particles	\$190.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$125.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$130.00 / each
AASHTO T85 Specific Gravity, Coarse Agg	\$120.00 / each
AASHTO T96 Abrasion, Los Angeles Rattler	\$230.00 / each
AASHTO T27 Sieve Analysis, Combined Agg	\$165.00 / each
AASHTO T27 Sieve Analysis, Fine Agg	\$145.00 / each
AASHTO T27 Sieve Analysis, Coarse Agg	\$125.00 / each
AASHTO T176 Sand Equivalent	\$115.00 / each
AASHTO T335 Crushed Particles	\$135.00 / each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$40.00 /each
ASTM D1188 Core Density Parafilm Coated	\$50.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$240.00 /each
ASTM D6927 Marshall Stability and Flow	\$290.00 /each
ASTM D1561 LTMD Kneading Compactor	\$220.00 /each
ASTM D1560 Hveem Stability	\$240.00 /each
ASTM D1560 Hveem Stability and Density	\$265.00 /each
ASTM D2041 Maximum Theoretical Density	\$190.00 /each

LABORATORY TESTS

Asphalt Tests (cont'd)

Description	Rate/Cost
ASTM D6307 Asphalt Content by Ignition	\$145.00 /each
ASTM D6307 Ignition Oven Calibration	\$250.00 /each
ASTM D2172 Asphalt Content by Solvents	\$205.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$175.00 /each
ASTM D5444 Gradation of Extracted Aggregate	\$165.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$200.00 /each
AASHTO T283 Tensile Strength Ratio	\$950.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$650.00 / each
AASHTO T312 Core Density Paraffin Coated	\$50.00 / each
AASHTO T312/T275 LTMD Gyrotory Compactor	\$325.00 / each
AASHTO T308 Asphalt Content by Ignition	\$145.00 / each
AASHTO T308A Ignition Oven Calibration	\$250.00 / each
AASHTO T209 Theoretical Maximum Density	\$190.00 / each

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$300.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$27.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$35.00 /each
ASTM C39 Compressive Strength - Core	\$50.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength - Beam	\$95.00 /each
ASTM C39 Guniting Cyl Compression Test	\$35.00 /each
ASTM C1140 Shotcrete Panel Test	\$275.00 /each
ASTM C649 Concrete Modulus of Elasticity	\$225.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$430.00 /each
ASTM C138 Unit Weight of Concrete	\$55.00 /each
ASTM C495 Oven Dry Density Light Weight Conc	\$175.00 / each
ASTM C496 Splitting Tensile Test	\$90.00 /each
AASHTO T336 Coefficient of Thermal Expansion	\$400.00 /each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$165.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$145.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$125.00 /each
CT 204 Plasticity Index Atterberg	\$195.00 /each
CT 205 Percentage Crushed Particles	\$125.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$95.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$120.00 /each
CT 208 Apparent Specific Gravity of Fines	\$145.00 /each
CT 209 Specific Gravity of Soils	\$130.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$230.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$425.00 /each
CT 216 California Impact Max Density	\$230.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$45.00 /each
CT 217 Sand Equivalent Value	\$115.00 /each
CT 226 Moisture Content by Oven Drying	\$20.00 /each
CT 227 Cleanliness Value	\$230.00 /each
CT 229 Durability Index	\$275.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$175.00 /each
CT 235 Flat and Elongated Particles	\$225.00 /each
CT 301 Resistance R-Value Stabilometer	\$295.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$220.00 /each
CT 305 Swell of Bituminous Mixtures	\$285.00 /each

Other Direct Costs

LABORATORY TESTS

Caltrans Tests (cont'd)

Description	Rate/Cost
CT 308 (A) Core Density Paraffin Coated	\$50.00 /each
CT 308 (C) Core Density SSD	\$40.00 /each
CT 308, CT 366 Stability & Density	\$265.00 /each
CT 309 Maximum Theoretical Density	\$190.00 /each
CT 366 Stabilometer Value	\$240.00 /each
CT 370 Moisture Content by Microwave	\$60.00 /each
CT 371 Tensile Strength Ratio	\$950.00 /each
CT 379 Asphalt content Nuclear Gauge	\$175.00 /each
CT 382 Asphalt Content, Correction Factor	\$250.00 /each
CT 382 Asphalt Content by Ignition Oven	\$145.00 /each
CT 417 Soluble Sulfates	\$95.00 /each
CT 422 Chloride Content	\$110.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$600.00 /each
CT 521 Concrete Compressive Strength	\$27.00 /each
CT 523 Conc Flexural Strength - Beam	\$95.00 /each
CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Cmpnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$95.00 /each

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$65.00 /set
ASTM C140 Block Moisture & Absorption	\$75.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$75.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$30.00 /each
ASTM C1019 Grout Prism Compression	\$30.00 /each
ASTM C1314 Masonry Core Cmp Str 8" max dia	\$65.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	\$85.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$100.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$125.00 /each
ASTM C109 Compression Test 2" Cube	\$30.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$195.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$450.00 /each
ASTM D2435 Consolidation	\$200.00 /each
ASTM D2435 Consolidation, with Time Rate	\$250.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$200.00 /each
ASTM D4829 Expansion Index of Soils	\$150.00 /each
ASTM D2166 Unconfined Comp Strength	\$250.00 /each
ASTM D2434 Const Head Permeability Test	\$350.00 /each
ASTM D5333 Hydro-Collapse Potential	\$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$250.00 /each
ASTM D854 Specific Gravity of Soils	\$175.00 /each
ASTM 4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$75.00 /each
ASTM D558 Soil Cement Maximum Density	\$200.00 /each
ASTM D1633 Compression Test Soil Cement	\$55.00 /each

LABORATORY TESTS

Soils Tests (cont'd)

Description	Rate/Cost
ASTM D2937 In-Place Density, Drive Cylinder	\$20.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$15.00 /each
ASTM D698 Maximum Density Std Effort	\$190.00 /each
ASTM D1557 Max Density Optimum Moisture	\$225.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$75.00 /each
ASTM D4972 pH of Soils	\$50.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$295.00 /each
ASTM D2419 Sand Equivalent	\$115.00 /each
ASTM D422 Sieve Analysis of Soils	\$165.00 /each
ASTM D1140 Materials Finer than #200	\$85.00 /each
AASHTO T100 Specific Gravity of Soils	\$175.00 / each

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$40.00/each
ASTM A370 Rebar Tension #9 to #11	\$50.00/each
ASTM A370 Rebar Tension #14	\$80.00/each
ASTM A370 Rebar Tension #18	\$120.00/each
ASTM E290 Bend Test Rebar up to #8	\$30.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$40.00/each
ASTM E290 Bend Test Rebar #14	\$80.00/each
ASTM E290 Bend Test Rebar # 18	\$120.00/each

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$50.00 /each
CT670 Tensile Strength #8 - #11	\$75.00 /each
CT670 Tensile Strength #14	\$100.00 /each
CT670 Tensile Strength #18	\$150.00 /each
CT 52-1-08C Slip Test	\$150.00 /each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$300.00 /each
CT670 Op Qual Ult Butt Splice #9-#11	\$350.00 /each
CT670 Op Qual Ult Butt Splice #14	\$500.00 /each
CT670 Op Qual Ult Butt Splice #18	\$650.00 /each
CT670 Op Qual Service Splice to #8	\$220.00 /each
CT670 Op Qual Service Splice #9 to #11	\$240.00 /each
CT670 Op Qual Service Splice #14	\$300.00 /each
CT670 Op Qual Service Splice #18	\$400.00 /each

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8	\$230.00 /lot
CT670 Production Lot #9 to #11	\$280.00 /lot
CT670 Production Lot #14	\$450.00 /lot
CT670 Production Lot #18	\$600.00 /lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$200.00 /lot
ASTM A370 Headed Bar Tensile #9 to #11	\$250.00 /lot
ASTM A370 Headed Bar Tensile #14	\$380.00 /lot
ASTM A370 Headed Bar Tensile #18	\$500.00 /lot

Other Direct Costs

LABORATORY TESTS

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$170.00 /each
ASTM A416 Tensile Test Only	\$125.00 /each

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Each)	\$50.00 /each
ASTM A370 Tensile Up to 200K lbs (Each)	\$55.00 /each
ASTM A370 Tensile Up to 300K lbs (Each)	\$65.00 /each
ASTM A370 Tensile Up to 400K lbs (Each)	\$110.00 /each
ASTM A370 Tensile 400K - 500K lbs (Each)	\$300.00 /each
ASTM A370 Tensile Stress-Strain Percent Offset	\$150.00 /each
AWS Weld: Macroetch	\$65.00 /each
AWS Weld: Fracture	\$30.00 /each
AWS Bend Test	\$45.00 /each
ASTM A370 Rockwell Hardness (Each)	\$80.00 /each
Steel Chemical Analysis	\$145.00 /each

LABORATORY TESTS

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$50.00 /each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$65.00 /each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$70.00 /each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$80.00 /each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$75.00 /each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$90.00 /each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$55.00 /each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$70.00 /each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$75.00 /each

Other Direct Costs

General Charges

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2017. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

- Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Per Diem and Travel Charges

- A \$90.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.65 per mile.

Night Work

- A \$6.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

RMA Group

Contract No. TBD

Date 2/15/2017

Fringe Benefit % + Overhead 119.2% + General Administration % = Combined Indirect Cost Rate (ICR) 119.2%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
Ed Lyon, PE, GE Principal Engineer	\$168.78	\$253.17	\$337.56	7/1/2016 6/30/2017	\$70.00	0.00%	Not Applicable
	\$168.78	\$253.17	\$337.56	7/1/2017 6/30/2018	\$70.00	0.00%	
	\$168.78	\$253.17	\$337.56	7/1/2018 6/30/2019	\$70.00	0.00%	
Jim Bishop Project Manager	\$144.67	\$217.01	\$289.34	7/1/2016 6/30/2017	\$60.00	0.00%	Not Applicable
	\$144.67	\$217.01	\$289.34	7/1/2017 6/30/2018	\$60.00	0.00%	
	\$144.67	\$217.01	\$289.34	7/1/2018 6/30/2019	\$60.00	0.00%	
Josh Summers, PE Project Engineer	\$110.12	\$165.18	\$220.24	7/1/2016 6/30/2017	\$45.67	0.00%	Not Applicable
	\$110.12	\$165.18	\$220.24	7/1/2017 6/30/2018	\$45.67	0.00%	
	\$110.12	\$165.18	\$220.24	7/1/2018 6/30/2019	\$45.67	0.00%	
Matt Lowrance Supervising Technician	\$108.50	\$162.75	\$217.00	7/1/2016 6/30/2017	\$45.00	0.00%	Not Applicable
	\$108.50	\$162.75	\$217.00	7/1/2017 6/30/2018	\$45.00	0.00%	
	\$108.50	\$162.75	\$217.00	7/1/2018 6/30/2019	\$45.00	0.00%	
Journeyman Group 1*	\$105.03	\$157.55	\$210.06	7/1/2016 6/30/2017	\$43.56	N/A	Not Applicable
	\$108.19	\$162.29	\$216.38	7/1/2017 6/30/2018	\$44.87	3% + \$1.31	
	\$111.45	\$167.17	\$222.89	7/1/2018 6/30/2019	\$46.21	3% + \$1.35	
Journeyman Group 2*	\$100.21	\$150.31	\$200.42	7/1/2016 6/30/2017	\$41.56	N/A	Not Applicable
	\$103.22	\$154.84	\$206.45	7/1/2017 6/30/2018	\$42.81	3% + \$1.25	
	\$106.31	\$159.47	\$212.62	7/1/2018 6/30/2019	\$44.09	3% + \$1.28	
Journeyman Group 3*	\$85.40	\$128.11	\$170.81	7/1/2016 6/30/2017	\$35.42	N/A	Not Applicable
	\$87.96	\$131.94	\$175.92	7/1/2017 6/30/2018	\$36.48	3% + \$1.06	
	\$90.59	\$135.88	\$181.18	7/1/2018 6/30/2019	\$37.58	3% + \$1.09	

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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Journeyman Group 4 *	\$72.79 \$74.99 \$77.23	\$109.19 \$112.48 \$115.85	\$145.59 \$149.98 \$154.46	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$30.19 \$31.10 \$32.03	N/A 3% + \$0.91 3% + \$0.93	Not Applicable
Apprentice Period 1 *	\$54.81 \$56.45 \$58.14	\$82.21 \$84.68 \$87.22	\$109.61 \$112.90 \$116.29	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$22.73 \$23.41 \$24.11	N/A 3% + \$0.68 3% + \$0.70	Not Applicable
Apprentice Period 2 *	\$59.82 \$61.62 \$63.47	\$89.73 \$92.42 \$95.20	\$119.64 \$123.23 \$126.93	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$24.81 \$25.55 \$26.32	N/A 3% + \$0.74 3% + \$0.77	Not Applicable
Apprentice Period 3 *	\$64.81 \$66.76 \$68.76	\$97.22 \$100.14 \$103.14	\$129.63 \$133.51 \$137.52	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$26.88 \$27.69 \$28.52	N/A 3% + \$0.81 3% + \$0.83	Not Applicable
Apprentice Period 4 *	\$69.83 \$71.92 \$74.08	\$104.74 \$107.88 \$111.12	\$139.66 \$143.85 \$148.16	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$28.96 \$29.83 \$30.72	N/A 3% + \$0.87 3% + \$0.89	Not Applicable
Apprentice Period 5 *	\$85.19 \$87.74 \$90.38	\$127.78 \$131.61 \$135.56	\$170.38 \$175.49 \$180.75	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$35.33 \$36.39 \$37.48	N/A 3% + \$1.06 3% + 1.09	Not Applicable
Admin/Clerical/Support Staff	\$53.41 \$55.01 \$56.66	\$80.11 \$82.52 \$84.99	\$106.82 \$110.02 \$113.32	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$22.15 \$22.81 \$23.50	N/A 3% + \$0.66 3% + \$0.68	Not Applicable
Admin Assistant	\$43.47 \$44.78 \$46.12	\$65.21 \$67.17 \$69.18	\$86.95 \$89.56 \$92.24	7/1/2016 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$18.03 \$18.57 \$19.13	N/A 3% + \$0.54 3% + \$0.56	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

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2017 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician	\$80/hr.
Engineering Field Technician/Special Inspector I	75/\$100(PW)* /hr.
Engineering Field Technician/Special Inspector II	85/110(PW)* /hr.
Engineering Field Technician/Special Inspector III	95/120 (PW)* /hr.
Word Processor/Technical Editor	75/hr.
Engineering/Research Assistant/Technical Illustrator	90/hr.
Project Coordinator/GIS Specialist	95/hr.
Staff Engineer/Geologist	110/hr.
Senior Staff Engineer/Geologist	120/hr.
Project Engineer/Geologist	130/hr.
Senior Project Engineer/Geologist	140/hr.
Senior Engineer/Geologist/Geophysicist	160/hr.
Associate Engineer/Geologist	185/hr.
Principal Engineer/Geologist/Litigation Support	225/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours
*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.	

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$150/day

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	55/ea.
Direct-Push Rig/Operator	165/190(PW)* /hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry)	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C)	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite.
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	\$175/ea.	Resistance Value, R-Value (D2844/CAL301)	\$275/ea.
6-inch mold (D1557/D698)	190/ea.	R-Value, Treated (CAL301)	300/ea.
California Impact (CAL216)	200/ea.	California Bearing Ratio (D1883)	175/pt.
Check Point	85/ea.	Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Outside services including subcontractors and rental of special equipment (not listed on this schedule) are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Geocon Consultants, Inc.

Contract No. NA

Date 8-Feb-17

Fringe: 32%

+

OH: 70%

+

GA: 74.98%

=

ICR: 176.98%

(= 0% if Included in OH)

(= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jeremy Zorne, PE, GE Principal/Project Manager	\$182.81	\$0.00	\$0.00	2/8/2017	12/31/2017	\$60.00	0%	Not Applicable
	\$188.29	\$0.00	\$0.00	1/1/2018	12/31/2018	\$61.80	3.00%	
	\$193.94	\$0.00	\$0.00	1/1/2019	12/31/2019	\$63.65	3.00%	
	\$199.76	\$0.00	\$0.00	1/1/2020	12/31/2020	\$65.56	3.00%	
	\$205.75	\$0.00	\$0.00	1/1/2021	12/31/2021	\$67.53	3.00%	
Richard Church, PE, OSP Project Engineer	\$106.64	\$159.96	\$213.27	2/8/2017	12/31/2017	\$35.00	0%	Not Applicable
	\$109.84	\$164.75	\$219.67	1/1/2018	12/31/2018	\$36.05	3.00%	
	\$113.13	\$169.70	\$226.26	1/1/2019	12/31/2019	\$37.13	3.00%	
	\$116.53	\$174.79	\$233.05	1/1/2020	12/31/2020	\$38.25	3.00%	
	\$120.02	\$180.03	\$240.04	1/1/2021	12/31/2021	\$39.39	3.00%	
Mark Repking, PG Laboratory Manager	\$103.59	\$155.39	\$207.18	2/8/2017	12/31/2017	\$34.00	0%	Not Applicable
	\$106.70	\$160.05	\$213.40	1/1/2018	12/31/2018	\$35.02	3.00%	
	\$109.90	\$164.85	\$219.80	1/1/2019	12/31/2019	\$36.07	3.00%	
	\$113.20	\$169.79	\$226.39	1/1/2020	12/31/2020	\$37.15	3.00%	
	\$116.59	\$174.89	\$233.18	1/1/2021	12/31/2021	\$38.27	3.00%	
Ronald Louzenhiser, PE, GE Senior Geotechnical Engineer	\$147.01	\$0.00	\$0.00	2/8/2017	12/31/2017	\$48.25	0%	Not Applicable
	\$151.42	\$0.00	\$0.00	1/1/2018	12/31/2018	\$49.70	3.00%	
	\$155.96	\$0.00	\$0.00	1/1/2019	12/31/2019	\$51.19	3.00%	
	\$160.64	\$0.00	\$0.00	1/1/2020	12/31/2020	\$52.72	3.00%	
	\$165.46	\$0.00	\$0.00	1/1/2021	12/31/2021	\$54.31	3.00%	
John Pfeiffer, PG, CEG Senior Geologist	\$121.87	\$0.00	\$0.00	2/8/2017	12/31/2017	\$40.00	0%	Not Applicable
	\$125.53	\$0.00	\$0.00	1/1/2018	12/31/2018	\$41.20	3.00%	
	\$129.29	\$0.00	\$0.00	1/1/2019	12/31/2019	\$42.44	3.00%	
	\$133.17	\$0.00	\$0.00	1/1/2020	12/31/2020	\$43.71	3.00%	
	\$137.17	\$0.00	\$0.00	1/1/2021	12/31/2021	\$45.02	3.00%	

*Bob Dail, ACI Field Services Manager <i>Subject to Prevailing Wage Rates</i>	\$100.54	\$150.82	\$201.09	2/8/2017	12/31/2017	\$33.00	0%	Not Applicable
	\$103.56	\$155.34	\$207.12	1/1/2018	12/31/2018	\$33.99	3.00%	
	\$106.67	\$160.00	\$213.33	1/1/2019	12/31/2019	\$35.01	3.00%	
	\$109.87	\$164.80	\$219.73	1/1/2020	12/31/2020	\$36.06	3.00%	
*Stephen Rhoads, ACI Staff Geologist <i>Subject to Prevailing Wage Rates</i>	\$113.16	\$169.74	\$226.33	1/1/2021	12/31/2021	\$37.14	3.00%	
	\$76.17	\$114.25	\$152.34	2/8/2017	12/31/2017	\$25.00	0%	Not Applicable
	\$78.45	\$117.68	\$156.91	1/1/2018	12/31/2018	\$25.75	3.00%	
	\$80.81	\$121.21	\$161.62	1/1/2019	12/31/2019	\$26.52	3.00%	
*Bill Baumbach, CWI Sr. Engineering Field Technician <i>Subject to Prevailing Wage Rates</i>	\$83.23	\$124.85	\$166.46	1/1/2020	12/31/2020	\$27.32	3.00%	
	\$85.73	\$128.59	\$171.46	1/1/2021	12/31/2021	\$28.14	3.00%	
	\$85.31	\$127.96	\$170.62	2/8/2017	12/31/2017	\$28.00	0%	Not Applicable
	\$87.87	\$131.80	\$175.74	1/1/2018	12/31/2018	\$28.84	3.00%	
Sean Dixon, PG Sr. Project Geologist	\$90.51	\$135.76	\$181.01	1/1/2019	12/31/2019	\$29.71	3.00%	
	\$93.22	\$139.83	\$186.44	1/1/2020	12/31/2020	\$30.60	3.00%	
	\$96.02	\$144.03	\$192.03	1/1/2021	12/31/2021	\$31.51	3.00%	
	\$100.54	\$0.00	\$0.00	2/8/2017	12/31/2017	\$33.00	0%	Not Applicable
*William Sanders, EIT Sr. Staff Engineer <i>Subject to Prevailing Wage Rates</i>	\$103.56	\$0.00	\$0.00	1/1/2018	12/31/2018	\$33.99	3.00%	
	\$106.67	\$0.00	\$0.00	1/1/2019	12/31/2019	\$35.01	3.00%	
	\$109.87	\$0.00	\$0.00	1/1/2020	12/31/2020	\$36.06	3.00%	
	\$113.16	\$0.00	\$0.00	1/1/2021	12/31/2021	\$37.14	3.00%	
*Brad Englund, ICC Special Inspector <i>Subject to Prevailing Wage Rates</i>	\$79.22	\$118.82	\$158.43	2/8/2017	12/31/2017	\$26.00	0%	Not Applicable
	\$81.59	\$122.39	\$163.19	1/1/2018	12/31/2018	\$26.78	3.00%	
	\$84.04	\$126.06	\$168.08	1/1/2019	12/31/2019	\$27.58	3.00%	
	\$86.56	\$129.84	\$173.12	1/1/2020	12/31/2020	\$28.41	3.00%	
*Brenda Perez, EIT Staff Engineer <i>Subject to Prevailing Wage Rates</i>	\$89.16	\$133.74	\$178.32	1/1/2021	12/31/2021	\$29.26	3.00%	
	\$67.03	\$100.54	\$134.06	2/8/2017	12/31/2017	\$22.00	0%	Not Applicable
	\$69.04	\$103.56	\$138.08	1/1/2018	12/31/2018	\$22.66	3.00%	
	\$71.11	\$106.67	\$142.22	1/1/2019	12/31/2019	\$23.34	3.00%	
*Brad Englund, ICC Special Inspector <i>Subject to Prevailing Wage Rates</i>	\$73.24	\$109.87	\$146.49	1/1/2020	12/31/2020	\$24.04	3.00%	
	\$75.44	\$113.16	\$150.88	1/1/2021	12/31/2021	\$24.76	3.00%	
	\$82.26	\$123.39	\$164.53	2/8/2017	12/31/2017	\$27.00	0%	Not Applicable
	\$84.73	\$127.10	\$169.46	1/1/2018	12/31/2018	\$27.81	3.00%	
Dalton Isaman, ACI Laboratory Technician	\$87.27	\$130.91	\$174.55	1/1/2019	12/31/2019	\$28.64	3.00%	
	\$89.89	\$134.84	\$179.78	1/1/2020	12/31/2020	\$29.50	3.00%	
	\$92.59	\$138.88	\$185.18	1/1/2021	12/31/2021	\$30.39	3.00%	
	\$45.70	\$68.55	\$91.40	2/8/2017	12/31/2017	\$15.00	0%	Not Applicable
LPP 15-01	\$47.07	\$70.61	\$94.15	1/1/2018	12/31/2018	\$15.45	3.00%	
	\$48.48	\$72.73	\$96.97	1/1/2019	12/31/2019	\$15.91	3.00%	
	\$49.94	\$74.91	\$99.88	1/1/2020	12/31/2020	\$16.39	3.00%	
	\$51.44	\$77.16	\$102.88	1/1/2021	12/31/2021	\$16.88	3.00%	

Christina Boesch Administrative Office Manager	\$73.12	\$109.68	\$146.25	2/8/2017	12/31/2017	\$24.00	0%	Not Applicable
	\$75.32	\$112.97	\$150.63	1/1/2018	12/31/2018	\$24.72	3.00%	
	\$77.58	\$116.36	\$155.15	1/1/2019	12/31/2019	\$25.46	3.00%	
	\$79.90	\$119.85	\$159.81	1/1/2020	12/31/2020	\$26.23	3.00%	
Dirk Hansen Senior Draftsman	\$82.30	\$123.45	\$164.60	1/1/2021	12/31/2021	\$27.01	3.00%	
	\$121.87	\$182.81	\$243.74	2/8/2017	12/31/2017	\$40.00	0%	Not Applicable
	\$125.53	\$188.29	\$251.05	1/1/2018	12/31/2018	\$41.20	3.00%	
	\$129.29	\$193.94	\$258.59	1/1/2019	12/31/2019	\$42.44	3.00%	
	\$133.17	\$199.76	\$266.34	1/1/2020	12/31/2020	\$43.71	3.00%	
	\$137.17	\$205.75	\$274.33	1/1/2021	12/31/2021	\$45.02	3.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

ODC

(12) SCHEDULE OF OTHER DIRECT COST ITEMS								
Geocon Consultants, Inc.			SUBCONSULTANT (1)		SUBCONSULTANT (2)			
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Communications			Communications			Special Tooling		
A. Printing & Reproduction		1 *	A. Printing & Reproduction			A.		
B. Cell Phone		1 *	B. Cell Phone			B.		
Computer			Computer			C.		
A. Laptop		1 *	A. Laptop			Travel		
Vehicles			Vehicles			A.		
A. Vehicle		3 *	A. Vehicle			B.		
Delivery Services			Delivery Services			C.		
A. FEDEX/UPS/ IS Postal		2 *	A. FEDEX/UPS/ IS Postal					
Miscellaneous			Miscellaneous					
A. Travel Expenses		4 *	A. Travel Expenses					
B. Laboratory Testing Services	See Appende			See Appended				

IMPORTANT NOTES:

- 1*. Costs for office computers are included in overhead rate. Field or project site computers and Personal Digital Assistants (PDAs) will be actual cost per lease/access/purchase or other vendor arrangement (with State authorization).
- 2*. Postage/shipping rates apply only to overnight services, and not to regular mail.
- 3*. Authorized only by Project/Contract Manager.
- 4*. State of California approved rate in conformance with Caltrans travel expense guide for consultants.

Argonaut Ecological Consulting, Inc.

FEE SCHEDULE –2017-2020 (Fully Burdened Rates)

Rates will remain in effect through 2020

Services	Fully Burdened Base Rate/Hr	Year 2 Burdened Rates	Year 3 Burdened Rates
LABOR RATES			
Senior Field Biologist (Wetland biologist, wildlife biologist)	\$160	\$164.80	\$169.74
Field Biologist (Junior)	\$110	\$113.30	\$116.70
Senior Stormwater Compliance Specialist 1	\$160	\$164.80	\$169.74
Qualified SWPPP Developer (QSD)	\$160	\$164.80	\$169.74
Qualified SWPPP Practitioner (QSP)	\$160	\$164.80	\$169.74
Mapping/GIS	\$90	\$92.70	\$95.48
Project Support	\$90	\$92.70	\$95.48
EQUIPMENT RATES			
GPS field unit (Trimble GeoXT)	\$50/day \$25/half day	\$50/day \$25/half day	\$50/day \$25/half day
Water quality sampling equipment (turbidity and pH)	\$50/day \$25/half day	\$50/day \$25/half day	\$50/day \$25/half day

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Argonaut Ecological Consulting, Inc.

Contract No. _____

Date 25-Jan-17

Fringe Benefit %
(= 0% if Included in OH)

+

Overhead %
(= 0% if Included in OH)

+

General Administration %

=

Combined Indirect Cost Rate (ICR) %

FEE % = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²	OT(1.5x)	OT(2x)	Effective date of hourly rate	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
					From	To		
Kathy Kinsland - Senior Scientist	\$160.00	\$240.00		\$320.00	5/1/17	4/30/20		Not Applicable
P Martin/D Anderson - Field Assistant	\$110.00	\$165.00		\$220.00	5/1/17	4/30/20		Not Applicable
Meaghan Crawford - Project Support	\$90.00	\$135.00		\$180.00	5/1/17	4/30/20		Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)

LPP 15-01

January 14, 2015



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

HOURLY RATE SCHEDULE

Effective January 1, 2017

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Engineer	\$ 225.00	\$ 250.00	Senior Geotech	\$ 150.00	\$ 200.00
Supervising Engineer II	\$ 200.00	\$ 225.00	Associate Geotech	\$ 120.00	\$ 150.00
Supervising Engineer I	\$ 180.00	\$ 200.00	Staff Geotech	\$ 80.00	\$ 120.00
Senior Engineer II	\$ 150.00	\$ 180.00	Senior Geologist	\$ 120.00	\$ 180.00
Senior Engineer I	\$ 120.00	\$ 150.00	Associate Geologist	\$ 90.00	\$ 120.00
Associate Engineer II	\$ 105.00	\$ 120.00	Staff Geologist	\$ 70.00	\$ 90.00
Associate Engineer I	\$ 90.00	\$ 105.00	Senior Env. Scientist	\$ 120.00	\$ 180.00
Staff Engineer II	\$ 80.00	\$ 90.00	Associate Env. Scientist	\$ 90.00	\$ 120.00
Staff Engineer I	\$ 70.00	\$ 80.00	Staff Env. Scientist	\$ 70.00	\$ 90.00
Senior Biologist	\$ 120.00	\$ 180.00	Senior Technician	\$ 75.00	\$ 100.00
Associate Biologist	\$ 90.00	\$ 120.00	Technician	\$ 50.00	\$ 75.00
Staff Biologist	\$ 70.00	\$ 90.00	Senior Inspector	\$ 75.00	\$ 100.00
Clerical / Tech Editor	\$ 60.00	\$ 90.00	Staff Inspector	\$ 50.00	\$ 75.00

- Expenses are invoiced at 110% of cost.
- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2018.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.535 per mile) or as otherwise specified in contract.





1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
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www.wreco.com

SCHEDULE OF LABORATORY FEES

Effective January 1, 2017

Construction Management Personnel

Soils/Concrete/Asphalt Technician	\$95/hour
Nuclear Density Gauge	\$140/day
Field Vehicle	\$140/day
Sample pickup	\$150/trip
Senior Engineer	\$185/hour
Construction Services Manager	\$130/hour
Administrative	\$80/hour

Laboratory Testing	Test Method			
Moisture Content	T 265	D 2216	CT226	\$ 35
Unit Weight/Moisture Content		D2937		\$ 65
Sieve Analysis of Soils/Aggregate	T27	D6913	CT202	\$ 170
Particle Size Analysis by Hydrometer (includes sieve)	T88	D422	CT203	\$ 250
Percentage of Soils Finer than No. 200 Sieve	T11	D1140	CT202	\$ 110
Atterberg Limits (Plasticity Index)	T89/90	D4318	CT204	\$ 240
Specific Gravity of Soils	T100	D854	CT209	\$ 125
Sand Equivalent	T176	D2419	CT217	\$ 140
Maximum Density (Standard/Modified Proctor, Caltrans)	T99/180	D698/1557	CT216	\$ 285
Modified Proctor- Method C (6 inch mold)	T180	D1557		\$ 305
Cleanness of coarse aggregate			CT227	\$ 190
Durability Index	T210	D3744	CT229	\$ 220
Crushed Particles/Fractured Faces		D5821	CT205	\$ 175
LA Rattler Abrasion Test		C131	CT211	\$ 185
Flat/Elongated Particles in Coarse Aggregate		D4791		\$ 225
Fine Aggregate Angularity	T304	C1252	CT234	\$ 185
Corrosivity of Soil (chloride, sulfate, pH, min. resistivity)				\$ 122
Resistance (R) Value- Soil/Aggregate Base		D2844	CT301	\$ 355
Concrete Compressive Strength Testing		C39		\$ 32
Reinforcing Steel Testing (bend & tensile, #11 or smaller)				\$ 100
Bulk Specific Gravity of Compacted Asphalt Core		D1188	CT308A	\$ 70
Lab Tested Max. Density: HVEEM, 3 briquettes		D1561	CT304	\$ 200
HVEEM Stabilometer Test: 3 briquettes		D1560	CT366	\$ 200
Maximum Theoretical Specific Gravity of Asphalt		D2041	CT309	\$ 150
Marshall Mix Design (excluding aggregate testing)				\$3,000

- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2018.
- If the testing services are not listed on the table above, please inquire for specific method rates.



EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2

Cost Proposal

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Note: Mark-ups are Not Allowed
Consultant or Subconsultant

WRECO

Contract No. _____

Date

1/31/2017

Fringe Benefit % 71.47% + Overhead % 27.74 % + General Administration % 35.76% = 134.97% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH)

FEE % =

10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg hourly rate ³	% of \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
Han-Bin Liang	\$241.69	N/A	1/1/2017	12/31/2017	\$93.51		
Principal Engineer	\$248.94	N/A	1/1/2018	12/31/2018	\$96.32	3.00%	Not Applicable
	\$256.41	N/A	1/1/2019	12/31/2019	\$99.20	3.00%	
Robert Lawrence	\$176.79	N/A	1/1/2017	12/31/2017	\$68.40		
Senior Geotechnical Engineer	\$182.10	N/A	1/1/2018	12/31/2018	\$70.45	3.00%	Not Applicable
	\$187.56	N/A	1/1/2019	12/31/2019	\$72.57	3.00%	
Raymond Downes	\$86.74	N/A	1/1/2017	12/31/2017	\$33.56		
Laboratory Manager	\$89.34	N/A	1/1/2018	12/31/2018	\$34.57	3.00%	Not Applicable
	\$92.02	N/A	1/1/2019	12/31/2019	\$35.60	3.00%	
Supervising Engineer	\$200.00	N/A	1/1/2017	12/31/2017	\$77.38		\$67.71 - \$87.05
	\$206.00	N/A	1/1/2018	12/31/2018	\$79.70	3.00%	\$69.74 - \$89.66
	\$212.18	N/A	1/1/2019	12/31/2019	\$82.09	3.00%	\$71.83 - \$92.35
Senior Engineer	\$147.51	\$147.51	1/1/2017	12/31/2017	\$57.07		\$46.43 - \$67.71
	\$151.93	\$151.93	1/1/2018	12/31/2018	\$58.78	3.00%	\$47.82 - \$69.74
	\$156.49	\$156.49	1/1/2019	12/31/2019	\$60.55	3.00%	\$49.26 - \$71.83
Associate Engineer	\$105.00	\$105.00	1/1/2017	12/31/2017	\$40.63		\$34.82 - \$46.43
	\$108.15	\$108.15	1/1/2018	12/31/2018	\$41.84	3.00%	\$35.86 - \$47.82
	\$111.40	\$111.40	1/1/2019	12/31/2019	\$43.10	3.00%	\$36.94 - \$49.26
Staff Engineer	\$80.00	\$80.00	1/1/2017	12/31/2017	\$30.95		\$27.08 - \$34.82
	\$82.40	\$82.40	1/1/2018	12/31/2018	\$31.88	3.00%	\$27.89 - \$35.86
	\$84.87	\$84.87	1/1/2019	12/31/2019	\$32.83	3.00%	\$28.73 - \$36.94
Senior Geotechnical Engineer	\$175.00	\$175.00	1/1/2017	12/31/2017	\$67.71		\$58.03 - \$77.38
	\$180.24	\$180.24	1/1/2018	12/31/2018	\$69.74	3.00%	\$59.77 - \$79.70
	\$185.65	\$185.65	1/1/2019	12/31/2019	\$71.83	3.00%	\$61.56 - \$82.09

Associate Geotechnical Engineer	\$135.00	\$135.00	\$135.00	1/1/2017	12/31/2017	\$52.23				\$46.43 -	\$58.03
	\$139.05	\$139.05	\$139.05	1/1/2018	12/31/2018	\$53.80	3.00%	\$47.82 -	\$59.77		
	\$143.22	\$143.22	\$143.22	1/1/2019	12/31/2019	\$55.41	3.00%	\$49.26 -	\$61.56		
Staff Geotechnical Engineer	\$100.00	\$100.00	\$100.00	1/1/2017	12/31/2017	\$38.69				\$30.95 -	\$46.43
	\$103.00	\$103.00	\$103.00	1/1/2018	12/31/2018	\$39.85	3.00%	\$31.88 -	\$47.82		
	\$106.09	\$106.09	\$106.09	1/1/2019	12/31/2019	\$41.05	3.00%	\$32.83 -	\$49.26		
Senior Geologist	\$150.00	\$150.00	\$150.00	1/1/2017	12/31/2017	\$38.04				\$46.43 -	\$69.64
	\$154.50	\$154.50	\$154.50	1/1/2018	12/31/2018	\$39.78	3.00%	\$47.82 -	\$71.73		
	\$159.14	\$159.14	\$159.14	1/1/2019	12/31/2019	\$61.57	3.00%	\$49.26 -	\$73.88		
Associate Geologist	\$105.00	\$105.00	\$105.00	1/1/2017	12/31/2017	\$40.63				\$34.82 -	\$46.43
	\$108.15	\$108.15	\$108.15	1/1/2018	12/31/2018	\$41.84	3.00%	\$35.86 -	\$47.82		
	\$111.40	\$111.40	\$111.40	1/1/2019	12/31/2019	\$43.10	3.00%	\$36.94 -	\$49.26		
Staff Geologist	\$80.00	\$80.00	\$80.00	1/1/2017	12/31/2017	\$30.95				\$27.08 -	\$34.82
	\$82.40	\$82.40	\$82.40	1/1/2018	12/31/2018	\$31.88	3.00%	\$27.89 -	\$35.86		
	\$84.87	\$84.87	\$84.87	1/1/2019	12/31/2019	\$32.83	3.00%	\$28.73 -	\$36.94		
Senior Technician	\$87.50	\$87.50	\$87.50	1/1/2017	12/31/2017	\$33.86				\$29.02 -	\$38.69
	\$90.13	\$90.13	\$90.13	1/1/2018	12/31/2018	\$34.87	3.00%	\$29.89 -	\$39.85		
	\$92.83	\$92.83	\$92.83	1/1/2019	12/31/2019	\$35.92	3.00%	\$30.79 -	\$41.05		
Field Inspector*	\$91.55	\$91.55	\$91.55	1/1/2017	12/31/2017	\$35.42				Per DIR	
	\$94.30	\$94.30	\$94.30	1/1/2018	12/31/2018	\$36.48	3.00%				
	\$97.12	\$97.12	\$97.12	1/1/2019	12/31/2019	\$37.58	3.00%				
Clerical/Tech Editor	\$74.99	\$74.99	\$74.99	1/1/2017	12/31/2017	\$29.02				\$23.21 -	\$34.82
	\$77.24	\$77.24	\$77.24	1/1/2018	12/31/2018	\$29.89	3.00%	\$23.91 -	\$35.86		
	\$79.56	\$79.56	\$79.56	1/1/2019	12/31/2019	\$30.78	3.00%	\$24.62 -	\$36.94		

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)
Consultant or Subconsultant WRECO

Contract No. Date 1/31/2017

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2				
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	
Special Tooling			\$0	Special Tooling				Special Tooling			\$0	
A.			\$0	A. ADL Analytical Testing		Actual		A.			\$0	
B.			\$0	B. Drilling		Actual		B.			\$0	
C.			\$0	C. Laboratory Testing		Actual		C.			\$0	
Travel			\$0	Travel				Travel			\$0	
A.			\$0	A. Personal V	MILES	IRS Rate		A.			\$0	
B.			\$0	B. Rental Veh	EA	Actual		B.				
C.			\$0	C. Per Diem	EA	IRS Rate						
				Printing and Reproductions								
				A. Outside Rg	EA	Actual		C.			\$0	
											\$0	
											\$0	
				Project Specific Delivery Services							\$0	
				A. Overnight and Courier Services	EA	Actual						
											\$0	
PRIME TOTAL ODCs =				\$0	SUBCONSULTANT #1 ODCs =				\$0	SUBCONSULTANT #2 ODCs =		\$0

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt, State Govt, and Local Govt, Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in the circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

RESOLUTION NO. 16-163

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding on-call construction resident engineer and inspection services, by and between the City of Roseville and PSOMAS, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Construction Resident Engineer and Inspection Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-call construction
resident engineer and inspection services; and

WHEREAS, CONSULTANT has prepared a proposal dated February 15, 2017, 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. Term. The term of this Agreement shall be three (3) years. CITY may, in its sole
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.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one million, five hundred thousand dollars (\$1,500,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except that CONSULTANT shall have no obligation to indemnify CITY for any damages resulting from those matters arising from CITY's negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor,

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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 Wage. CONSULTANT shall comply with all applicable prevailing wage laws, including, but not limited to, any and all applicable federal prevailing wage requirements for task agreements that utilize federal funds. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code CONSULTANT shall forfeit as a penalty to CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by CONSULTANT or by any subcontractor under CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of

Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address:

<http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that certain tasks may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. Time is of the Essence. Time is of the essence of this Agreement.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT 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.

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible 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.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

20. Severability. If any of the provisions contained in this Agreement 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.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Psomas
1075 Creekside Drive, Suite 200
Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

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

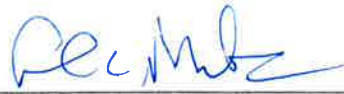
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____,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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

PSOMAS, a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: VICE PRESIDENT

and

ATTEST:

BY: 
its: CFO + TREASURER

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

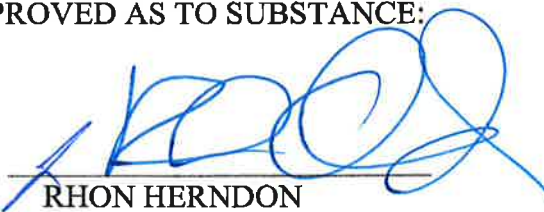
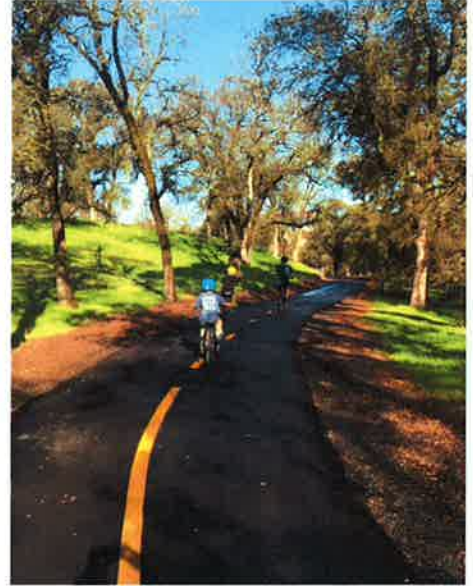
BY: 
RHON HERNDON
Public Works Director

EXHIBIT “A”

PSOMAS



On-Call Construction Resident Engineer and Inspection Services



City of Roseville

Proposal | 02.15.17

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February 15, 2017

Nina Buelna, PE
CITY OF ROSEVILLE
Development Services Department
311 Vernon Street
Roseville, CA 95678

Subject: Proposal to Provide On-Call Construction Resident Engineer and Inspection Services

Dear Mrs. Buelna:

Providing services to local governments and agencies is at the heart of Psomas' success. Providing exceptional service to the City of Roseville, where our Northern California headquarters is located, is a key component of our Construction Management Group's vision. We have been successful because we strive to understand our clients' fluctuating needs and continue to provide quality service to our clients, including the City of Roseville, on a repeated basis. We are very proud that the majority of our work is done for repeat clients and on projects just like yours and look forward to continuing our long standing working relationship with you.

We look forward to the challenge and are committed to providing you with the best qualified inspectors, engineers, and support staff providing the highest level of service. We are familiar with the goals, objectives, and scope of work required, and understand the timeframes in which our services may be required.

Psomas is ideally suited for this assignment. By selecting Psomas you will get the following:

- *A Reliable Local Company.* Psomas has had an office in Roseville for almost 15 years and been in the area for over three decades. We will be here for the City when you need us and pride ourselves in serving the City we call home.
- *We have successfully performed these same services before.* Psomas' construction management team specializes in providing on-call inspection services in this area. In addition, we have an extensive background of working with the City of Roseville, and familiarity with your staff, your standards, and your needs.
- *Our Project Manager, Frank Martin, has the ideal background.* He has managed numerous On-Call contracts, has performed Project Manager and Resident Engineering services to the City of Roseville on numerous projects, and has an extensive background in managing public projects in a wide variety of disciplines.

Not only is Psomas local in the community, specifically Roseville, some of our team members working on your project are City of Roseville residents. They are personally committed to the City's neighborhoods, residents, businesses, and our community where they live, work, play, and their children attend school.

1075 Creekside Drive
Suite 200
Roseville, CA 95678-3504

Tel 916.788.8122
Fax 916.788.0600
www.Psomas.com

I, Frank Martin, am a Vice President and Principal within Psomas, an Employee Owned Corporation. I am authorized to execute the Professional Services Agreement with the City and will manage the project from our office at:

1075 Creekside Ridge Drive, Suite 200

Roseville, CA 95678

916.788.4992 (office) | 916.871.4154 (cell) | 916.788.0600 (fax)

email: fmartin@psomas.com.

Our proposal includes the information requested in the RFP. We acknowledge that all our submittals may be considered public information and that subsequent to award of this RFP, all or part of our submittal may be released to any person or firm who request it. We have reviewed, understand, and agree to perform the services as described in the RFP, including all addenda thereto. A copy of the Proper's Certification Form has been executed and can be found in Appendix A of the proposal.

The Psomas Team is very excited about this opportunity to again work with the City of Roseville and looks forward to providing you with the best services available.

Sincerely,

P S O M A S



Frank Martin, PE, QSP, ENV SP
Vice President

A Understanding



PSOMAS' APPROACH TO SUCCESSFUL IMPLEMENTATION OF THE ON-CALL CONTRACT

Our approach to managing this contract, as we have managed multiple other contracts with the City and other local agencies around Roseville, will start with staffing projects with Resident Engineers, Structure Representatives, and Construction Inspectors that are experienced with the work at hand and/or are known by the City of Roseville based on past work. The staff will serve as the City's representatives in administering and/or inspecting the construction projects to ensure that the requirements of the plans and specifications are met resulting in successful projects.

We expect to be successful on City of Roseville assignments because we have met the City's needs for over 15 years, on bike and pedestrian paths, bridge replacements, bridge widenings, Caltrans ramp improvement projects, roadway widenings, sidewalk improvements, drainage improvements, concrete and asphalt roadway improvements, roundabouts, and parks projects. This is in addition to our over 100 task assignments on the development and utilities side. Nobody knows Roseville and your standards like we do, but we are not just successful in Roseville. We are currently either the selected firm, or one of two-five selected firms in Folsom, West Sacramento, Sacramento, Rocklin, Woodland, and Placer County. All of these on-calls, except for Folsom where we were just selected for the first time, are repeat on-call assignments, because we consistently meet or exceed expectations in the localities around our Northern California headquarters. Having said that, our HQ is in Roseville, so meeting your needs is paramount to our reputation.

UNDERSTANDING OF ASSIGNMENT AND SCOPE

The City of Roseville will need a Construction Management firm that understands the City's needs and goals; knows how to interface with all stakeholders including permitting agencies and utility companies; that can effectively and efficiently manage a contractor to build the project within budget and schedule; and understands the sources

Psomas' Key Factors to Success



funding projects and the documentation and reporting that each require. Your selected consultant should be familiar with the City, your standards, and those of other local and regional agencies that can/will be stakeholders on City projects.

Supplemental tasks could include anything to support funding sources or aid the City in planning upcoming work. An example could be the annual pavement and resurfacing contract. For the past three years in our on-call with the City of Elk Grove, Psomas has aided the City during the design phase in laying out and calculating repair areas in advance of advertising of annual projects. By doing so, our inspectors have a keen awareness of key areas of attention and can quickly work with the contractor and City if conditions change during the bid process. Other examples of additional tasks that could be requested include measuring existing handicap ramps for conformance, performing constructability reviews, or performing

QSD services during design; all of which are items that Psomas has performed and in the first two cases, performed specifically for the City of Roseville. And per Addendum 2, we understand that specific staffing and cost proposals will be requested from firms selected for the on-call services for any project requiring Federal funding. We have been under similar guidelines in Sacramento, West Sacramento, and Elk Grove for several years.

Our approach to managing this on-call contract is to achieve successful results, while having the following in mind:

- Complete all projects to the satisfaction of the City of Roseville
- Deliver quality projects that meet all the requirements of the contract documents
- Ensure the projects are completed within the allotted budget and specified schedule
- Positive public perception for the projects as well as for the City of Roseville
- Perform work with a sufficient and economical CM budget
- Safely constructed projects, with a "No Injury" goal
- Be flexible and responsive to the City and other stakeholders for issue resolution
- Foster an atmosphere of trust and fairness among all project participants
- Document and deliver project records that make the audit process easy for the City

B Statement of Qualifications

Tab B



City of Roseville

On-Call Construction Resident Engineer and Inspection Services



PSOMAS

Statement of Qualifications

Psomas has been providing construction management services to the City of Roseville for over 15 years. In addition to providing development and utilities on-call inspection, Psomas has managed several Capital Improvement Projects, some as part of the various on-calls with the City, and some from individual solicitations due to funding source requirements. Because of this combined experience, no firm can match our understanding not only of your standard plans and specifications, but also the interaction required with Roseville Electric, Environmental Utilities, your Traffic Management Center, the Parks Department, and various other utility agencies that partner with the City.

Over the years, the City has typically had one on-call, with one, two, or more firms on the on-call list. These previous on-calls covered multiple needs within the City. To ease the burden on on-call accounting procedures and streamline the on-call process, the City is now segregating your on-calls to meet more specific needs. This current on-call solicitation will allow the City to draw from one or more selected firms for as-needed Resident Engineering and/or Construction Inspection support on Capital Improvement Projects. As highlighted in the previous section, these projects could include annual resurfacing and roadway rehabilitation projects, sidewalk and driveway replacements, roadway widenings, bridge improvements or replacements, and safe-route-to-school path projects. Funding sources for these projects may include State or Federal Funding Sources.

Services Provided By Psomas

Our Construction Management staff has provided services on hundreds of projects for numerous clients in the Northern California region and has managed them from our Roseville office. Our staff has managed, and will be managing this summer for several local agencies in the region, similar projects through on-call contracts. Psomas will provide qualified Resident Engineers, on a part-time or full-time basis as directed by the City. Psomas will also provide qualified Construction Inspectors, many who have worked for the City before and some, like Darin Crockett, who are working for the City now. Psomas will also provide occasional free training on subjects like paving and overlay specifications, submittal review, and construction inspection techniques



Unico Engineering is a certified minority-owned DBE business enterprise

OFFICE LOCATION

110 Blue Ravine Road
Suite 101
Folsom, CA 95630

at our Roseville office, performed and led by Joe Romer, our Senior Paving Inspector.

We have been told by our existing clients that Psomas has been selected to continue to provide CM services based on a variety of factors, but the most common testimonials have stated:

- “Psomas, wherever possible, continues to provide the same inspectors that we’ve come to trust on our projects and has never pulled them off for a bigger assignment.”
- “Psomas goes the extra mile to ensure my satisfaction, whether this is offering support for constructability reviews or conducting meetings to avert a claim situation.”
- “With the increasing responsibility to manage projects in accordance with Federal and/or State guidelines, Psomas delivers project records that not only stand up to audits, but are often considered exemplary examples of how project records should be kept.”

Psomas has been routinely lauded for our ability to manage projects effectively with regard to schedule and budget. In fact, several projects managed by Psomas including City of Roseville projects, have won local, state, and/or national awards. Project award committees focus on overall budget control, time-saving management techniques, and innovative ideas in considering their choices for awards. Psomas understands that for a project to be successful, it must be completed on time or early, and it must be completed on or under budget.

Services Provided By Subconsultants

To meet the City’s needs, we have requested that other firms join us to strengthen the resources we can provide to the City. Some of these resources, including specialty testing and QSD/QSP SWPPP support, we typically include as these responsibilities are not performed “in house”. However, we’ve also added Unico to our team specifically because of their recent successful work for the City. At Psomas, we don’t manage on-calls by setting work percentage goals with our subconsultant partners. We manage on-calls by keeping up to date all staff that is available to provide service, communicating this staff to the agency in question, and providing the desired staff for the work. For the City of Roseville, that means that by selecting Psomas, the City has access to employees from several firms that have established strong reputations within the City Public Works staff.

In addition to Unico, both Argonaut Ecological and WRECO can be called upon to augment Psomas or City staff to meet any required DBE goal.

Unico Engineering, Inc. (DBE) — Construction Inspection

Founded in 2013 and incorporated in 2014, UNICO Engineering is a certified DBE firm that is fully committed to providing high quality construction management, engineering and land surveying services to public and private clients. Their success is measured by the success of their clients, their responsiveness, and the quality and value of their work. Their construction services are built on responsiveness to the



Argonaut is a certified woman-owned disadvantaged business enterprise

OFFICE LOCATION

2377 Gold Meadow Way
Suite 100
Gold River, CA 95628



OFFICE LOCATION

WRECO is a certified minority-owned DBE business enterprise

8331 Sierra College Blvd.
Suite 208
Roseville, CA 95661



OFFICE LOCATION

4770 Duckhorn Drive
Sacramento, CA 95834

needs of their clients and projects, a thorough understanding of the project plans and specifications, and a strong understanding of the Caltrans LAPM. UNICO offers Construction Management, Roadway and Electrical Inspection, Storm Water Management, Office Engineering and Construction Staking. Unico has just recently performed annual resurfacing support services to the City.

Argonaut Ecological Consulting, Inc. (DBE) — Ecological, QSD/QSP Support

Argonaut Ecological Consulting, Inc. was founded in 1997 and is a certified woman-owned disadvantaged business enterprise. Argonaut provides a range of services including environmental review of projects, regulatory permitting, pre-construction biological surveys, environmental awareness training, CEQA review, and construction monitoring of biological resources (pre-construction and construction monitoring, mitigation tracking), storm water compliance (SWPPP review, construction storm water compliance) and soil testing. Argonaut can provide both QSP and QSD stormwater services.

Argonaut has been part of numerous Psomas Construction Management Teams, responsible for SWPPP preparation, SWPPP review, providing pre-construction and construction phase compliance services to local municipalities for infrastructure related projects. Argonaut has participated on several City of Roseville projects as part of a Psomas CM team.

WRECO — Materials Testing/Construction Inspection (DBE)

WRECO is a small business and a minority-owned engineering consulting firm, providing specialty services in geology/geotechnical engineering, materials testing and inspections, civil engineering, water resources, and environmental compliance. WRECO was founded in 1995 and incorporated in 1996 as a standard California "C" corporation and is on the City of Roseville's specialty inspection list.

WRECO's staff have been involved in more than 1,000 projects involving the building and widening of roadways and bridges as well as major tunneling and slope repair projects. In addition, WRECO's staff have prepared geotechnical design documents (e.g., Foundation Reports, Geotechnical Design Reports, Materials Reports, Geotechnical Engineering Studies, and Geologic and Seismic Hazards Reports) for state and local agencies with oversight from Caltrans and other regulatory agencies.

Construction Testing Services — Construction Inspection

Founded in 1994, Construction Testing Services (CTS) has provided full service special inspection, material testing and engineering for nearly \$10 billion in construction, ranging from transportation and site work to water resource projects, K-12 schools and universities to laboratories and hospital facilities, civic centers and libraries to corporate office campuses, and hotels and parking structures to police and fire stations.

CTS' 250+ member staff includes licensed engineers, inspectors and technicians who are experienced in all types of construction. They



OFFICE LOCATION

1572 Santa Ana Avenue
Sacramento, CA 95838

specialize in construction services that require resident inspectors who are multi-disciplined in more than one construction technique. CTS is currently on the City of Roseville's specialty inspection list, and have prior history performing services for projects under the jurisdiction of the City.

Twining, Inc. — Materials Testing/Construction Inspection/Geotechnical Support

Twining, Inc. is a full-service engineering and quality control company with unmatched technical expertise, quality assurance/quality control capabilities, laboratory capabilities, and personnel resources. Founded in 1898 and incorporated in 1959, Twining takes pride in its reputation for trustworthiness and excellence. Their office and laboratory, located in Sacramento, will be available for use on this project.

The Twining team includes more than 200 multi-licensed inspectors, whose specific certifications are available upon request. Twining staff are currently working on similar on-call contracts for the cities of Folsom, Sacramento, and Vallejo. Their ability to quickly and efficiently respond to multiple task orders is a testament to their highly qualified staff and their experience working on and managing simultaneous on-call contracts. The City will have full access to their depth of resources in the Roseville/Sacramento area. Twining is included on the City of Roseville's current specialty inspection list.

Project Experience

On the following page, we have provided a table that includes five projects similar to the work proposed by the City of Roseville during the next three years. Of note is that not only did Unico perform resurfacing work for the City of Roseville, but Psomas has performed this same service for the City of Elk Grove for the past two years, for Placer County last year, and will be performing it for the City of Folsom and Elk Grove, at a minimum this year.

PROJECT		KEY STAFF INVOLVEMENT		PROJECT COMPONENTS & SERVICES	
City of Roseville On-Call Construction Management & Inspection Services Client: City of Roseville Dates: 2000 – Present • Oak Street Roundabout • Pleasant Grove Bridge Widening • Galleria Boulevard Ramp Improvements • Atkinson Street Bridge Replacement • Roseville Road Widening • Douglas Boulevard Rehabilitation and Overlay Project • Antelope Creek Bike Trail		 	Frank Martin – Project Manager and Resident Engineer Tim Grossmann – Construction Inspector Luke Wallace – Construction Inspector Darin Crockett – Construction Inspector	• Staged construction on City of Roseville arterial roadway • FHWA and FTA funded projects • Bridge widening in Caltrans right-of-way • ADA ramp assessment • Constructability reviews of City projects • Administration of projects to Caltrans and City standards • Pedestrian bridge and path construction • Annual Slurry Seal Inspection and future project assessment for the last three years • Signalized intersection improvements • Significant traffic control and public outreach • Projects administered to Caltrans and City specifications • Sidewalk infill work	
City of Elk Grove On-Call Inspection Services Client: City of Elk Grove Dates: 2005 – Present Awards: APWA Project of the Year - Large Agency Division, Parks & Trails and ASCE Bridge Project of the year for the Elk Grove Creek Trail Crossing at State Route 99 Project • Grant Line Road at East Stockton Boulevard • Lewis Stein Roadway & Bridge Project • Elk Grove Creek Trail Crossing at State Route 99 Pedestrian Overcrossing and Bicycle Path Project • 2015 Annual Slurry Seal and Road Rehabilitation Project • 2016 Bond/Bader Road Signalization Project • 2016 Slurry Seal and Road Rehabilitation Assessment • Various Bicycle and Pedestrian Improvement Projects		 	Frank Martin – Project Manager and Resident Engineer Sherri Berexa – Resident Engineer/Structure Representative Tim Grossmann – Construction Inspector Luke Wallace – Construction Inspector	• Relocation of water lines throughout downtown Sacramento • Extensive daily public relations support • Pedestrian and bicycle pedestrian overcrossing construction • Retaining wall and roadway project within Caltrans right-of-way • Water meter installation • Cast in place cured sewer pipe construction • Inspection of new developments – infrastructure and utilities • Construction inspection of rural HBRR bridge replacements • Water and sewer installation within Caltrans right-of-way • Staged roadway realignment • Constructability review services • Building construction • Annual paving inspection support	
Placer County On-Call Construction Management & Inspection Services Client: Placer County Dates: 2000 – Present • Brewer Road Bridge Replacement over King Slough • Cook Riolo Bridge Replacement • Auburn-Folsom Bikeway Improvements • State Route 65 Sunset Boulevard Interchange • Dowd Road Bridge Replacement • 2016 Annual Pavement Resurfacing Project			Frank Martin – Project Manager Dan Albright – Contract Project manager Ed Lux – Construction Inspector Luke Wallace – Construction Inspector Joe Romer – Construction Inspector Tim Grossmann – Construction Inspector	• Striping and vegetation removal • ADA upgrades • Temporary paint striping, striping placement • Placement and maintenance of BMPS • Traffic signal modifications digouts • HMA and resurfacing	
2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project Client: City of Roseville — UNICO UNICO provided construction management for the City's annual resurfacing program that included 16 center lane miles of roadway. The project was a mix of federal funds, regional surface transportation funds and toll credits. The project consisted of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. UNICO provided construction management, resident engineering, field inspection, electrical inspection, office engineering, document control and labor compliance.					

C Qualifications of Team

Tab C



City of Roseville

On-Call Construction Resident Engineer and Inspection Services



TAB

C

Qualifications of Team

FIRM LOCATION

1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678

PROPOSAL CONTACT

Frank Martin, PE, QSP, ENV SP
Project Manager
916.788.8122
frank.martin@psomas.com

For the City of Roseville's On-Call Construction Resident Engineer and Inspection Services, Psomas is able to provide the most optimum staffing, with respect to qualifications and cost efficiency that the City could hope to select. As shown on the organization chart below, we have assembled a qualified team with a keen understanding of the City's needs. This team not only has similar experience required for your upcoming projects, but has unmatched knowledge of Roseville.



The Engineers listed below, Sherri Berexa, Dan Albright, Cesar Montes de Oca, and Carl Sloan, will serve as Resident Engineers for the City, on a full or part-time basis. Both Sherri and Dan can also serve as Structure Representatives. They would be responsible for pre-construction, construction and post-construction activities, managing a scope of services similar to that which we've provided for the City on previous State or Federally funded projects. Our Construction Inspectors will provide full or peak inspection support, documenting each day's activities and contractor manpower efforts, coordinating and observing material testing, enforcing traffic control requirements, and inspecting work for conformance with the project plans and specifications, including the City of Roseville standards.



Frank Martin III, PE, QSP, ENV SP

Project Manager

Frank Martin is a registered civil engineer, Quality Stormwater Practitioner, and ISI Envision Sustainability Professional with 25 years of experience providing construction management, planning, design, constructability reviews, and contract administration services. No consultant has more experience with the City of Roseville, your people, your departments, and your standards than Frank, as he has been involved as a Resident Engineer or Project Manager on over a dozen projects for the City. In addition, Frank has performed numerous constructability reviews, scour analysis of bridges from storm damage, and assessments of Roseville bridges not covered by the agreement with Caltrans Structure Maintenance.

Frank will manage the overall performance of the Construction Resident Engineer and Inspection Services Contract with the City and will provide overall coordination of support services and in-house related resources, as needed. Frank will conduct periodic QA reviews of the contract deliverables on any Capital Improvement Project and will assure prompt and accurate delivery to the City.



Sherri Berexa, PE, QSP, ENV SP

Resident Engineer/Structure Representative

Sherri Berexa is a registered civil engineer, Qualified Stormwater Practitioner and ISI Envision Sustainability Professional with more than 20 years of experience providing project and construction management, planning, design, and contract administrative services. Her experience includes full project management, construction management, review of contract documentation, federal funding authorization management, multiple agency coordination, right-of-way acquisition, obtaining environmental clearance and permit management, public outreach, and the management of PS&E bid package creation. Sherri's career also includes seven years of experience working for Caltrans in both bridge design and construction management.



Dan Albright, PE

Resident Engineer

Daniel Albright is an experienced structure and highway construction engineer. He has worked as a project manager for a General Contractor for the last seven years where he has been intimately involved in 13 projects spanning four different Caltrans districts and five other public agencies totaling over \$400 million dollars of work completed. He is knowledgeable of Caltrans and local agency plans, specifications, construction procedures, and is familiar with the Caltrans construction records and requirements for state and federally funded projects. From his experience on the contractor's side, Dan brings not only a keen awareness of required specifications and delivering work, but brings the contractor's mind to find solutions to challenges, as well as the ability to potentially manage multiple projects concurrently.

Cesar Montes de Oca, PE, QSD/QSP – UNICO Engineering

Resident Engineer

Cesar Montes de Oca has over 10 years of civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects as well as private residential and commercial land development projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed/inspected include roadway rehabilitation projects, underground utilities, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others.

Cesar will serve as the Resident Engineer for a specific task as assigned by the City. He will be responsible for pre-construction, construction, and post-construction activities, assuring all aspects of the scope of services are met to the satisfaction of the City's Project Manager.

Carl Sloan, PE – UNICO Engineering

Resident Engineer

Carl Sloan has over 21 years of civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed/inspected include roadway rehabilitation projects, underground utilities, potable water, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others. Keith Sloan is a licensed PE, and a certified CIPP inspector through NASSCO.



Tim Grossmann, ENV SP

Office Engineer/Construction Inspector

Tim Grossman has more than 19 years of construction experience on various transportation and light rail projects, where he has acted as an

Inspector of Record, Project Controls Engineer, Contract Administrator, Resident Engineer, Office Engineer, and Assistant Resident Engineer. Tim has recently performed the role of unlicensed Resident Engineer on three projects, with Frank Martin serving as the signatory RE. Clients have appreciated this outside-the-box thinking as Tim can fully function as a Resident Engineer, and clients get Tim's expertise at a reduced cost. With his background degree in Construction Management, Tim is currently working on obtaining his professional license.



Joe Romer

Construction Inspector

Joe Romer is a construction inspector with over 30 years of combined experience in heavy civil construction projects performing a variety of roles including asphalt paving foreman, street maintenance supervisor, and construction inspector. Joe has extensive knowledge and experience in the areas of pavement and surfacing and conducts training courses in this subject. Joe has provided construction inspection services for both capital improvement and development projects involving HMA paving; striping; underground utilities; concrete curb, gutter and sidewalk and retrofitting of curb ramps; storm water inspection; and site monitoring of BMPs.

Joe is currently preparing training information for our entire staff, and we intend to extend invitations to clients to attend if desired. Training information will cover new HMA specifications (submittals, mix design approval, and inspection and testing) as well as various types of overlay materials. Joe can be available for specific paving support or as a Senior Paving Inspector.



Ed Lix

Construction Inspector

Ed Lix has experience that covers 35 years of bridge and highway construction inspection and project management. Tenure includes three years with Caltrans Office of Structures Design, nine years performing construction inspection and surveying with Caltrans District 10, and 17 years in the private sector performing bridge and highway inspection. Our most senior inspector, Ed has been requested specifically by clients to be the sole person on site on bridge replacement projects, as an electrical inspector, and on roadway projects throughout the region. Placer County often calls on Ed during the summer months to temporarily cover their Structure Representative while on vacation.



Luke Wallace

Construction Inspector

Luke Wallace has 22 years of experience with roadway construction projects involving traffic staging plans, earthwork, traffic control, utility relocation, joint trench construction, SWPPP monitoring and

documentation, reinforced concrete construction, utility relocation and installations, traffic signals and street lighting, asphalt paving, as well as water, sewer, and storm drain pipeline installations. Luke is also experienced in contract field office requirements regarding project documentation to Caltrans standards, having acted as a Construction Inspector on local agency projects, and has extensive public relations experience. Luke's experience includes serving as the sole on-site manager, effectively managing the project as an unlicensed Resident Engineer. He has recent project experience on roadway work in rural areas where maintaining access to residences, and ensuring dust, erosion, and noise control standards were key elements to success.



Ron Kam Construction Inspector

Ron Kam is a construction professional with more than 16 years of combined experience for heavy civil construction projects, performing major roles in the construction process including project management, estimating and construction inspection for both, private and public work sectors. Ron have participated in a wide range of general engineering projects, facilitating all phases of construction, including roads, bridges, street lighting systems, traffic signal installations, levee rehabilitation and construction, and drainage systems. Ron also has structure construction experience including slurry walls, structural concrete for bridge construction, precast concrete pile installation, CIDH pile installation, precast concrete girder and box culvert installation, and MSE retaining wall construction.



Darin Crockett Construction Inspector

Darin Crockett has 30 years of construction experience assisting public agencies in inspecting municipal infrastructure projects throughout Northern California. He specializes in concrete construction inspection services on projects involving earthwork; curb, gutter, and sidewalk, and paving; and ADA compliant handicap ramps. Darin's responsibilities include scheduling of labor and materials throughout the duration of a project. Over the past two years, Psomas has hired Darin in the spring months when the number of hours he can work as a Roseville temporary employee have expired.

Patrick Myers – UNICO Engineering Senior Electrical Civil Inspector

Patrick Myers has 39 years of experience in the construction industry. His career has been focused on electrical infrastructure construction of all types including traffic signals, ITS components and street lighting. He has a strong understanding of all aspects of roadway and electrical construction, from joint trench through project completion. His knowledge of the Caltrans Standards is excellent and he has extensive

experience with local agency standards and specifications as well. He is experienced in all types of roadway/electrical projects including signal retrofits, new construction, roadway revitalization and light rail/regional transit.

John “Kojak” Witmer – UNICO Engineering Structures Inspector

John Witmer is an accomplished and results-orientated management professional with over 37 years’ experience in orchestrating high-paced operations in all aspects of heavy highway/bridge and structures construction. Keith Witmer has extensive experience in prioritizing goals and working under tight deadlines without sacrificing safety. Keith Witmer works well within tight budgets and exceeding expectations on a broad range of multimillion dollar projects. Specializes in directing, coordinating and exercising functional authority for planning, organization, control, integrations and completion of projects.



Kathy Kinsland, CISEC, QSP – Argonaut Ecological Consulting, Inc. Biological Monitoring & SWPPP Support

Kathy Kinsland is a California Certified Inspector of Sediment and Erosion Control (CISEC), and a Qualified Stormwater Practitioner (QSP), QISP-TOR, with 30 years of experience in regulatory permitting, construction monitoring, biological surveys, technical assessment and review, and mitigation planning. She specializes in providing construction support services she often serves as a “qualified biologist” to conduct pre-construction biological surveys, preparation and implementation of environmental awareness training, development of mitigation and permit compliance tracking, field sampling, preparation of agency notifications, and compliance monitoring during construction. In addition, Kathy provides stormwater support services including review and comment of SWPPP, stormwater compliance auditing, effluent monitoring, and overall monitoring of compliance under the General Construction Permit. Kathy has been involved in all Psomas CM contracts including SWPPP, QSD, or QSP services for the past 15 years.

Raymond Downes – WRECO Materials Testing and Inspection

Raymond Downes has more than 26 years of experience. He has more than 14 years of experience as a soils laboratory manager, acquiring Caltrans certification and a U.S. Department of Agriculture permit to receive foreign soil, and he has more than 13 years as a geotechnical laboratory and field technician. Raymond Downes has experience working with the City of Roseville performing on-site construction observation, soil borings, laboratory testing of soils, and foundation recommendation reports.

Keith Lake – WRECO

Materials Testing and Inspection

Keith Lake has served as a Materials Testing and Inspection Technician for over 30 years and he currently serves as a Senior Technician with WRECO. Keith Lake is well-versed in ASTM/AASHTO and Caltrans test methods. He has extensive materials testing and inspection experience in the City of Roseville through an on-call contract with the City. Keith's duties included observation and testing for pavement subgrade, base rock, and asphalt pavement construction; acquisition of aggregate, cement, asphalt, and reinforcing steel for compliance testing; and in-laboratory compliance testing for soils, aggregates, cement/concrete, and asphalt concrete.

David King – Construction Testing Services

Multi-Disciplined Special Inspector

David King has over 35 years' experience in the special inspections and materials testing field and in the construction industry. His specialty is concrete, soils inspections/observations and earthwork testing as well as inspection and testing of asphalt concrete. His experience includes having provided testing and inspection for several large publicly funded projects for water resources and the US Army Corps of Engineers, various airport construction, and Caltrans-governed roadway improvement projects.

Mary Cabrales – Construction Testing Services

Multi-Disciplined Special Inspector

Mary Cabrales has more than 7 years of experience in the field of material testing and special inspections. Mary has performed various inspection services that include quality assurance and quality control to ensure projects were built in accordance with approved plans, specifications, and specified codes. Mary's responsibilities include inspection and testing of soils, concrete, rebar, asphalt, aggregate base and epoxy dowels/proof load, as well as fireproofing.

Ron Guerra – Construction Testing Services

Multi-Disciplined Special Inspector

Ron Guerra has more than 10 years of experience in the construction industry, specializing in materials testing and special inspections. Ron's experience includes performing resident inspector duties on major construction projects in the Northern California Region. His responsibilities typically include field observations of reinforcing steel, concrete placement, post-tensioning, masonry and structural steel. His expertise includes a solid understanding of the application of California Building Codes and plans and specifications as they pertain to special inspections and testing and the permitting procedures and approval processes of jurisdictional agencies such as OSHPD.

Joshua Noegel – Twining Special Inspector

Joshua Noegel has 14 years of laboratory, field, and project management experience. He utilizes both his technical knowledge and project management skills, and provides all scheduling, technician oversight, test review, and project coordination. He also serves as quality control manager, verifying compliance with project specifications and inputting data for submittal to the State. He has managed several projects for some of the largest cities and authorities in Sacramento County and has provided services for nearly every type of construction project.

Mike Grogan – Twining Special Inspector

Mike Grogan has over 20 years' experience in materials testing and construction inspection. Mike is knowledgeable of the applicable standards and certifications including the Uniform Building Code (UBC), the International Society of Building Officials (ICBO), and American Concrete Institute (ACI). Mike has demonstrated the ability to read plans and specifications commensurate with inspection duties, to report discrepancies, and whether the work (correction) was in conformance with the approved plans and specifications.

D | Experience and Reference

Tab D



City of Roseville

On-Call Construction Resident Engineer and Inspection Services



TAB

D

Experience and References



We highlighted several similar projects performed by us and our teaming partner Unico in Section B, Statement of Qualifications on page 7. In this section, per Addendum #3 of the City's RFP, we are highlighting and providing references for three relevant projects, two funded by FHWA funds, and one funded by FHWA and FTA funds.

The **Oak Street Roundabout Project** highlights our knowledge of the City's standards. Of note on this project is that our Northern California Team Leader, Frank Martin, replaced the Resident Engineer of another consultant firm approximately one month into construction, on a part-time basis while the City was providing inspection, and then on a full-time basis when Frank was asked to "wear multiple hats."

The **Sheldon/Waterman Roundabout** was notable because the entire \$2 million project was completed in 40 working days, on an extremely accelerated basis, to begin after school was out for the summer and be completed before school started again. Use of our Data Tracking System (DTS) to manage the rush of contract submittals and RFI's was one key to the project's success.

The **Sacramento City College Pedestrian and Bicycle Bridge** included the following key stakeholders: Sacramento Regional Transit, UPRR, Sacramento City College, an adjacent developer, a very politically connected Curtis Park community, and the City of Sacramento.

We are very proud of these projects and we encourage you to ask the references about the promised staff and delivered staff, because our commitment to keep people on assignments has been key to our repeat on-call success.

PROJECT

CLIENT CONTACT INFORMATION

Sacramento City College Pedestrian and Bicycle Bridge (FTA)



Client: City of Sacramento

Date: 2015-2016

Reference:

Ofelia Avalos
oavalos@cityofsacramento.org
(916) 808-1474

City of Sacramento
1395 35th Street
Sacramento, CA 95822

The Sacramento City College Pedestrian/Bicycle Bridge is a new \$7 million pedestrian overcrossing that connects Curtis Park to Sacramento City College and the adjoining light rail station. This project spans four Union Pacific Railroad (UPRR) tracks and two Sacramento Regional Transit Light Rail tracks with a signature cable tied steel arch bridge. Other project features include four different types of bridge structure including a steel platform, pre-cast girders, and modifications to the RT catenary lines. This project involved extensive coordination with UPRR, RT, and Sacramento City College, and has a heavily engaged public relations role with the adjacent Curtis Park community. For the bridge component of the project, CIDH piles were constructed under the "wet" condition, with gamma/gamma testing performed by a subconsultant, for the foundations on the east side of the project, and some column cages were erected.

Sheldon Road/ Waterman Road Roundabout (FHWA & FTA)



Client: City of Elk Grove

Date: 2016

Reference:

Jeff Werner
jwerner@elkgrivecity.org
(916) 478-3602

City of Elk Grove
City Hall
8401 Laguna Palms Way
Elk Grove, CA 95758

The Sheldon and Waterman Road Roundabout Project was a \$2.3 million roadway improvement project for the City of Elk Grove. For this project, the City had two optional bid proposals for a staged construction project and a full intersection closure option. After the bids were opened, the City performed a community outreach event, and from that decided to perform the full intersection closure option. The entire roadway portion of the project was completed between June 27 and August 9, so as to not adversely affect school traffic. Psomas provided a part-time Resident Engineer and a full-time Construction Inspector, and utilized tools like our Data Tracking System (DTS) to quickly resolve RFIs and review submittals, keeping the project moving at its maximum efficiency. In addition to the already tight construction schedule, Psomas negotiated and implemented over a dozen contract change orders, most of which were generated from the City making community sensitive changes to the project.

Oak Street Roundabout (FHWA)

Award: 2015 APWA
Sacramento Project
of the Year



Client: City of Roseville

Date: 2015

Reference:

Hossein Naghibzadeh
hnaghibzadeh@roseville.ca.us
(916) 774-5416

City of Roseville
311 Vernon Street
Roseville, CA 95678

As part of the City of Roseville's On-Call contract, Psomas was asked to provide a Resident Engineer for their downtown Oak Street Roundabout Project. The project centered around a \$3 million Jointed Plain Concrete Pavement (JPCP) roundabout that was constructed in five separate stages. The project included a Type 1 retaining wall, retaining curbs, revised sidewalks including bike pathways between landscaping features, planting and irrigation, and extensive wet and dry utility relocation efforts. The project also included revised traffic signals at the intersections west and east of the new roundabout, improved pedestrian paths, and new driveways constructed for several businesses, two parking lots, and a fire station.

E On-Call Contract Project Plan

Tab E



TAB

E

On-Call Contract Project Plan

While the benefit of being the on-call firm of choice in the Sacramento area shows that we have the reputation to continually perform the work, the challenge exists every year in making sure the right staff is available when the agency's projects come out. Part of our plan to meet the City of Roseville's need was to include Unico and WRECO to increase our number of quality Engineers and Inspectors, including those that worked for the City last year. But beyond that, our Project Manager and leader of our Northern California Team understands that communication and organization are the key to meeting the City's needs. The on-call contract project plan for the City of Roseville will include:

1) Maintaining High Quality Staff – Most of our team members have been with Psomas for over five years, many for over 10 years, and a few have been here since the doors to our office opened. This is a result of our success as a company locally, which means our inspectors work for most of the year on local projects, giving them the best work/life balance. Many of our Northern California staff have direct experience working with the City. One of our first criteria in evaluating which staff to assign to upcoming work would be their previous experience working with the City. Our ability to retain these high quality individuals is also a reflection of the fact that we continue to have multiple on-call contracts active, allowing us to keep this staff working for Psomas. When we can, we also go get the best staff, like Joe Romer to lead our paving and resurfacing efforts. We also support local agencies like the City of Roseville by temporarily hiring inspectors when they have run out of hours as a temporary employee of the City, allowing them to maintain their efforts for the City without the need to temporarily backfill a position.

2) Proactive Planning – Our Project Manager knows that to maintain several successful on-calls, we have to plan ahead. We know that the better we are at predicting upcoming needs, the better we will be at responding to our clients. This is especially important when it comes to CIP projects, where assigning the right Resident Engineer can determine the success of the project, or when you have to do the best at something, because then everybody wants that same person. We

maximize our efficiency and our ability to provide the desired staff by communicating with the City's Project Manager during the winter months, to ascertain and discuss upcoming seasonal needs, again in the spring to confirm timing and desired staff, and finally during the summer, to verify that the staffing is right and appropriate for the project at hand. We use the same philosophy to cover vacations, using our deep bench or temporary reassignments to keep projects staffed accordingly.

The Request For Proposals asks us in this section to discuss staff that would be assigned to each task, however due to space limitations, we will refer the City back to our Organization Chart and staff bios included in Section C Qualifications of Team on page 8. We have proven to the City that no assignment is too small, and even our Team Leader and proposed Project Manager, Frank Martin, has managed, as a Resident Engineer, at least one project in each of the last three years since taking control of our Northern California Team.



Cost Proposal/Required Statements and Documents

Tab F&G



City of Roseville

On-Call Construction Resident Engineer and Inspection Services



As indicated in the RFP our rates along with our subconsultants rates have been provided in a separate sealed envelope.

NON-SUBSTITUTION OF DESIGNATED TEAM MEMBERS

Psomas assures the City that designated key team members will be committed and available to the City throughout the duration of the project. We acknowledge that key team members shall not be removed or replaced without the prior written notice and approval of City staff.

CONFLICT OF INTEREST

Psomas does not have any actual, apparent, direct, indirect, or potential conflicts of interest relative to the services to be provided to the City.

INDEMNIFICATION & INSURANCE REQUIREMENTS

Psomas will comply with the indemnification and insurance requirements contained in the sample contract in the City's RFP.

PROPRIETARY INFORMATION

Nothing contained within our submitted proposal is proprietary information. Psomas understands that this submittal shall become the property of the City once it is submitted.

PROPOSER'S CERTIFICATION

An executed copy of the Proposer's Certification has been included in Appendix A.

H | **Exceptions**



TAB

H

Exceptions

As stated in our cover letter, Psomas has reviewed, understand, and agree to perform the services as described in the RFP, including all addenda therto, or as agreed to on a task by task basis based on the potential Scope of Service items included in our proposal.

With respect to the Sample Contract, Psomas would appreciate the opportunity to discuss with the City the following two items:

Under Item 3, "Indemnification", there is a sentence that states "...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 crated by this Agreement, except those matters arising from CITY'S sole negligence or willful misconduct." Psomas would like to strike the word sole from this sentence.

Under Item 15, "Copyright, Ownership and Use of Materials", Psomas would like to add the following at the end of the item. "City shall indemnify, defend and hold the CONSULTANT harmless for, from and against any damages arising out of the re-use or modification of any Materials."

I Competency of Proposers



TAB

I

Competency of Proposers

FINANCIAL RESOURCES

Psomas is primarily financed through working capital generated from operations. This is supported by a line of credit agreement through its bank to provide short-term borrowing, as needed. The firm has not borrowed against this line of credit in over 15 years. As a well-established firm, with considerable experience in multi-million dollar projects, Psomas has the strength to sustain large projects through the difficult startup phase.

There are no known existing conditions that may impede Psomas' ability to complete the project. We would like to take this opportunity to certify our financial stability, and continued ability to provide services to the City of Roseville.

Psomas has not been involved in any bankruptcies, liens against Psomas, stop payment notices, judgments, foreclosures or similar actions, nor have we had a contract terminated for breach. Lawsuits which involved our construction management services in the last seven years are:

- Morris Lowe v. City of Lincoln, et. al. — Bicyclist alleged injury due to design and construction of a sidewalk area. Resolved in 2011.
- Los Angeles Entertainment v. City of Inglewood, et. al. — Property owner alleged loss of business due to nearby street construction. Dismissed in 2011.
- Frank Ruiz v. County of Placer, et. al. — Homeowner alleged damage to oak trees due to adjacent construction project. Resolved in 2012.
- Lexington Insurance Co, et. al. v. Town of Mammoth Lakes, et. al. — Ski Area alleged damages due to a nearby tunnel collapse that occurred during a construction project. Resolved in 2013.

Psomas commonly is engaged with clients through on-call support agreements that result in the assignment of multiple projects over a several year timeframe. The projects often represent a range of project sizes, and complexity, and address various discipline areas.

In addition to the proposed staff, Psomas has the ability to support this

staff with local resources as needed. Psomas has more local resources than any other proposing firm. With five additional local Resident Engineers and over 20 Construction Inspectors, we can meet any project need efficiently and economically.

Psomas is fully computerized, networked, and Internet accessible and we are continually expanding our electronic services to stay on top of industry standards and keep pace with our clients. We utilize a data center where all mission critical applications are housed. Server backups are performed on a daily basis, a full backup once a week, and differential backups every day thereafter.

A Appendix A

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.

Psomas

NAME OF BUSINESS



SIGNATURE

Frank Martin, Vice President/Principal

NAME & TITLE, TYPED OR PRINTED

1075 Creekside Ridge Drive, Suite 200, Roseville, CA 95678

MAILING ADDRESS

(916) 788-8122

TELEPHONE NUMBER

fmartin@psomas.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☒ CA State of Incorporation

☐ Partnership

☐ Limited Liability Company

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:Consultant Firm Name: PsomasIndirect Cost Rate: 167.9% * for fiscal period 01/01/2015 to 12/31/15

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of RosevilleContract Number: N/A Project Number: N/A

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 99,000,000.00 and the number of states in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Unico Engineering, Inc	\$ TBD
Argonaut Ecological Consulting, Inc.	\$ TBD
Twining	\$ TBD
WRECO	\$ TBD
CTS	\$ TBD

Consultant Certifying (Print Name and Title):

Name: Loren Sokolow

Title: CFO

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 01/25/2017

Consultant Contact Information:

Email: lsokolow@psomas.com

Phone number: 310-703-1373

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 14%
 3. Project Description: On-Call Construction Resident Engineer and Inspection Services
 4. Project Location: Roseville, CA
 5. Consultant's Name: Psomas 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Construction Inspection	41342	Unico Engineering, Inc. 110 Blue Ravine Road, Suite 101 Folsom, CA 95630 (916) 900-6623	TBD	
Environmental Mitigation & Monitoring/ SWPPP Support	36268	Argonaut Ecological Consulting, Inc. 2377 Gold Meadow Way, Suite 100 Gold River, CA 95628 (916) 803-1454	TBD	
Material Testing and Inspection	30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	TBD	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	TBD %	
17. Local Agency Contract Number: _____				
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  02/8/2017		
19. Proposed Contract Execution Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		12. Preparer's Signature	13. Date	
20. Local Agency Representative's Signature	21. Date	Frank Martin, PE, QSP, ENV SP	(916) 788-8122	
22. Local Agency Representative's Name	23. Phone	14. Preparer's Name	15. Phone	
24. Local Agency Representative's Title		Vice President/Principal		
		16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 854-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 14%
 3. Project Description: On-Call Construction Resident Engineer and Inspection Services
 4. Project Location: Roseville, CA
 5. Consultant's Name: Psomas 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for ALL Subconsultants: TBD 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Inspection	41342	Unico Engineering, Inc. 110 Blue Ravine Road, Suite 101 Folsom, CA 95630 (916) 900-6623	TBD
Environmental Mitigation & Monitoring/ SWPPP Support	36268	Argonaut Ecological Consulting, Inc. 2377 Gold Meadow Way, Suite 100 Gold River, CA 95628 (916) 803-1454	TBD
Material Testing and Inspection	30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	TBD

Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			TBD %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>02/8/2017</u> Frank Martin, PE, QSP, ENV SP (916) 788-8122 17. Preparer's Name _____ 18. Phone _____ Vice President/Principal 19. Preparer's Title _____	

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

The following items are listed in the section entitled "Submission of DBE Commitment" of the Special Provisions:

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

N/A

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

B | **Appendix B**

Frank Martin III, PE, QSP, ENV SP

Project Manager



REGISTRATION

CA/Professional Engineer/
Civil/#52555

EDUCATION

1991/BS/Civil Engineering/
California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Qualified SWPPP Practitioner/
California Stormwater Quality
Association

PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies (ACEC)

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Construction Management
Association of America (CMAA)

Women's Transportation Seminar
(WTS)

EXPERIENCE

With Psomas for 14 years; with
other firms for 11 years

Frank Martin is a registered civil engineer, Quality Stormwater Practitioner, and ISI Envision Sustainability Professional with 25 years of experience providing construction management, planning, design, constructability reviews, and contract administration services. His experience includes full project management, the development of project specifications and construction manuals, review of contract documentation, training of Caltrans and consultant staff, evaluations of existing bridge structures within California, and coordination of local agencies with the Caltrans Engineering Service Center. Frank has been responsible for the supervision and direction of material testing and sampling personnel, survey crews, project engineers, and field construction inspectors.

Experience

City of Roseville On-Call Construction Management & Inspection Services, Roseville, CA: Project Manager/Resident Engineer providing on-call construction inspection services to the City Public Works Division for drainage improvements, AC paving, AC overlays, roadway reconstruction, ADA curb/gutter/sidewalks, traffic striping, staged traffic handling, and landscape improvements. Duties include coordination of field QA and inspection on multiple public works improvements.

City of Sacramento On-Call Construction Management & Inspection Services, Sacramento, CA: Project Manager for open-end contracts for construction management and inspection services. These projects have included storm drain detention basins, pump stations, water treatment plant improvements, storm drain pipelines, sewer pipeline replacements, and waterline improvements in Downtown Sacramento.

City of Elk Grove On-Call Inspection Services, Elk Grove, CA: Project Manager for several roadway, street, drainage, bicycle, pedestrian, and improvement projects. Work included new roadway construction, embankments, reinforced box culvert installations, drainage system installation and modifications, ADA sidewalk/curb/gutters, street lighting installation and/or modification of signalized intersections, AC overlays, slurry seal placements, failed roadway restorations, landscaping installations, traffic signing and striping, staged construction zones, traffic handling, and SWPPP monitoring.

Oak Street Roundabout, Roseville, CA: Resident Engineer for the construction of a new roundabout in Historic Old Roseville. This five stage project centered on the replacement of a congested T-shaped intersection with a new multi-lane roundabout. The project is adjacent to the City's Civic Center, and has a high ADT. Project challenges included maintaining vehicular, bicycle, and pedestrian traffic through the work zone and making the stage traffic transitions clear to vehicular traffic. The work was also adjacent to several businesses, requiring extensive public relations and advance notifications.

Sherri Berexa, PE, QSP, ENV SP

Resident Engineer/Structure Representative



REGISTRATION

CA/Professional Engineer/
Civil/#53938

EDUCATION

1991/BS/Architectural
Engineering/California Polytechnic
State University, San Luis Obispo

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Qualified SWPPP Practitioner/
California Stormwater Quality
Association

PROFESSIONAL AFFILIATIONS

Women's Transportation Seminar
Construction Management
Association of America

EXPERIENCE

With Psomas for 4 years; with
other firms for 17 years

Sherri Berexa is a registered civil engineer, Qualified Stormwater Practitioner and ISI Envision Sustainability Professional with more than 20 years of experience providing project and construction management, planning, design, and contract administrative services. Her experience includes full project management, construction management, review of contract documentation, federal funding authorization management, multiple agency coordination, right-of-way acquisition, obtaining environmental clearance and permit management, public outreach, and the management of PS&E bid package creation. Sherri's career also includes seven years of experience working for Caltrans in both bridge design and construction management.

Experience

State Route 99/State Route 104 Roundabouts & State Route 104 Widening, Galt, CA: Resident Engineer for this City of Galt's \$6.7 million infrastructure project centered on the construction of two intersection roundabouts that replaced an existing signalized intersection for the SR 99 and Twin Cities Road Interchange. This project included extensive staged construction; staged removal of traffic signals; HMA paving; curb, gutter, and sidewalk; roadway drainage; hazardous material handling; construction of a new SR 99 on-ramp with a ramp metering system; utility relocations; and roadway electrical lighting.

University Avenue South Phase, Rocklin, CA: Resident Engineer for the \$3.5 million construction of University Avenue, South Phase, which connects Sunset Boulevard to Whitney Ranch Parkway. This project provides a vital access point to the expanding William Jessup University, as well as a new City of Rocklin arterial to alleviate congestion on Wildcat Boulevard. The project centered on the construction of a new four-lane thoroughfare with sidewalks, driveway entrances, and bicycle lanes. The project includes extension of an 18-inch waterline, extensive utility relocation, construction of a new joint trench, street lighting, and landscaping features.

State Route 65/Whitney Ranch Parkway Interchange, Rocklin, CA: Resident Engineer for the \$8 million interchange project for the City of Rocklin. The interchange will provide much needed access to the significant development underway in Rocklin, as well as to Whitney High School and existing developments. The project includes construction of a four-lane post-tensioned box girder overpass over SR 65, eventually to be widened to eight lanes. The project includes slip on and off ramps, as well as a circular on-ramp for southbound freeway traffic.

Foresthill Road Bridge Seismic Retrofit & Paint Project, Auburn, CA: Project Manager in overall charge of design and construction management services for the structural retrofit and painting of the Foresthill Road Bridge. This \$58 million project is one of the highest bridges in the country; it combined two separate Federal projects into one construction project.

Dan Albright, PE

Resident Engineer/Structures Representative



REGISTRATION

CA/Professional Engineer/
Civil/#85506

EDUCATION

2010/BS/Architectural
Engineering/California Polytechnic
State University, San Luis Obispo

CERTIFICATIONS

Qualified SWPPP Practitioner/
California Stormwater Quality
Association

EXPERIENCE

Over 7 years experience

Daniel Albright is an experienced structure and highway construction engineer. He has worked as a project manager for a General Contractor for the last 7 years where he has been intimately involved in projects spanning four different Caltrans districts and five other public agencies totaling over \$400 million dollars of work completed. He is knowledgeable of Caltrans and local agency plans, specifications, construction procedures, and is familiar with the Caltrans construction records and requirements for state and federally funded projects. As a project manager his duties involved determining the best construction means and methods, scheduling, budget controls, change order and claim administration, ensuring contract compliance and quality control as well as project and public safety.

Experience

Caltrans District 3, I-80 Vertical Clearance Project, Loomis, CA: Project Manager for the Prime Contractor on this \$22 million project that included the partial demolition and raising of existing bridges along the I-80 corridor from Colfax to Loomis. The vertical clearance of these structures was raised to 16'-6" to meet federal standards that improve access on I-80 through the Sierra for interstate commerce.

Cook Riolo Bridge Replacement, Roseville, CA: Project Manager for the Prime Contractor on this \$7 million project that included the removal and replacement of the original Cook Riolo Bridge which was deemed structurally deficient by new standards. Through a multiple stage construction process, the bridge was raised, lengthen, and widened without impacting nearby residents commutes. Temporary work trestles, shoring, and dewatering plans were utilized to offset construction difficulties due to the flowing body of water below the bridge.

Caltrans District 5, US 101 Prunedale Improvement Project, Prunedale, CA: Project Manager for the Prime Contractor on this \$72 million contract. The project improved the Prunedale corridor on highway 101, previously nicknamed 'blood corridor', by eliminating all at grade intersections along the 8-mile stretch and building seven new bridge structures, ramp connects and resurfacing the highway along with multiple surface streets in the area.

Caltrans District 10, East Sonora Bypass – Phase 2, Sonora, CA: Project Manager for the Prime Contractor on this \$23 million contract. The project was the second phase of the East Sonora Bypass, constructing two large bridges nearly 100 feet in height, as well as excavating over half a million cubic yards of dirt and rock through means of controlled blasting. Fills over 100 feet high were constructed from the excavated material which including boulders 8-feet in diameter, making compaction difficult.

Cesar Montes de Oca, PE, QSD/QSP - UNICO Engineering

Resident Engineer

EDUCATION

BS/Civil Engineering Sacramento State

CERTIFICATIONS

Professional Engineer License
C74090

Qualified Stormwater Developer
00833

NASSCO Certified CIPP Inspector

AFFILIATIONS

APWA

EXPERTISE

Roadway

LID Improvements

Underground utilities

Design-build

CIPP

NPDES MS4 and CGP

EXPERIENCE

More than 10 years of experience

Successfully managed projects funded by Federal, State and Local funds

Delivered multiple infrastructure projects from planning to construction

Cesar Montes de Oca has over 10 years of verification and validation, civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects as well as private residential and commercial land development projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed / inspected include roadway rehabilitation projects, underground utilities, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial

Microsurfacing, Roseville, CA: This federally funded resurfacing project includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Assistant Resident Engineer responsible for client and contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

East Bidwell Improvement, Folsom, CA: Inspector for this .9-mile roadway improvement project. The project widened East Bidwell Street to the north between Power Center Drive and Oak Avenue Parkway providing three thru-lanes and a class II bike lane. The project included pavement rehabilitation, installation of new street lighting and new irrigation. Responsible for inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Twin Oaks and Mariposa Drainage, Citrus Heights CA: Resident Engineer for this project that adds drainage pipes and improves drainage ditches along Mariposa and Twin Oaks Avenue to increase drainage capacity and reduce risk of flooding. Prepared daily reports following the Caltrans format. Prepared quantity sheets and progress payment quantities, independent verification of CCO's, submittal and RFI review, and Weekly Statements of Working Days.

Carl Sloan, PE - UNICO Engineering

Resident Engineer

EDUCATION

BS/Civil Engineering Cal Poly San Luis Obispo

MBA/UC Davis

CERTIFICATIONS

Professional Engineer License
C59243

NASSCO Certified CIPP

Graduate Caltrans RE Academy

AFFILIATIONS

APWA

ASCE

EXPERTISE

Roadway Pavement

Caltrans Standards Design-Build

CIPP

EXPERIENCE

More than 21 years of experience

Experienced Construction Manager
for public infrastructure projects.

Successfully managed projects
funded by Federal, State and Local
funds

PM/RE of award winning
revitalization project

Carl Sloan has over 21 years of civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed / inspected include roadway rehabilitation projects, underground utilities, potable water, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial

Microsurfacing, Roseville, CA: This federally funded resurfacing project includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. Resident Engineer responsible for client contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Sunrise Boulevard/Sungarden Drive Signalization Improvement, Citrus

Heights, CA: Resident Engineer on this federally funded \$1.3 million signal and intersection improvement project. The project included significant improvements to a previously un-signalized intersection, including resolving complex grading issues, curb gutter sidewalk, storm drain, curb ramps landscaping, median improvements and street lights. In addition, the project included the installation of a new traffic signal that included vehicle and bike detection, interconnect and other standard improvements. Keith Sloan managed all aspects of project documentation in accordance with the LAPM, as well as submittal review, RFI response, CCO evaluation and management, budget forecast and progress payment processing, field engineering, design team and agency coordination.

Blairs Lane Bridge Replacement, Placerville, CA: Resident Engineer for this federally funded project that replaces a 1-lane bridge with a new 2-lane single span prestressed bridge on spread footings over Hangtown Creek. The project included relocation of sewer facilities, extensive utility, retaining wall and roadway work. Responsible for project management, agency coordination, constructability review, project documentation, submittal review, RFI response, CCO management, budget forecast and progress payment processing, and field engineering.

Johnny Cash Trail and Overcrossing, Folsom, CA: Senior Inspector responsible for structural inspection of this \$3.8 million overpass. Responsible for inspecting rebar, forms and concrete placement. Managed all materials testing.

Tim Grossmann, ENV SP

Construction Inspector



EDUCATION

1997/BS/Construction
Management/California State
University, Chico

CERTIFICATIONS

Envision Sustainability
Professional (ENV SP)/Institute for
Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

Construction Management
Association of America

EXPERIENCE

With Psomas for 13 years; with
other firms for 6 years

Tim Grossmann has more than 19 years of construction experience on various transportation and light rail projects, where he has acted as an Inspector of Record, Project Controls Engineer, Contract Administrator, Resident Engineer, Office Engineer, and Assistant Resident Engineer. The duties he has performed include inventory and quantity takeoffs, development of database forms and construction documents, reviewing shoring plans, preparation of daily reports, monthly progress payments, billing reports and monthly management reports, change order analysis and negotiation, claim and delay analysis and negotiations, and processing of submittals and RFIs. Other responsibilities have included coordination of material sampling and testing requirements, coordination of field survey work, development and review of contractor submitted SWPPPs, implementation and monitoring of project BMPs, ADA access compliant sidewalk and driveway construction, coordination of public outreach programs, and documentation of project QA/QC program efforts.

Experience

City of Rancho Cordova Pavement Rehabilitation Project - Phase II, Rancho Cordova, CA: Assistant Resident Engineer/Field Inspector for the City of Rancho Cordova's STIP Pavement Rehabilitation Project. Contract work included the grinding removal of failed sections of AC pavement, rubberized AC overlays, modifications to existing storm drainage systems, installation of new storm drains, removal and replacement of concrete curbs/gutters/sidewalks and driveways, ADA compliant ramp construction, modification of existing traffic signals, installation of new traffic signals and roadway lighting, traffic control, and final pavement stripings and markings.

Town of Loomis On-Call Capital Improvement Projects, Loomis, CA: Assistant Resident Engineer for the town wide redesign rehabilitation project. The project included roadway rehabilitation of several rural two-lane roads in Loomis. Work included roadway digouts, AB placement, HMA paving, grinding and resurfacing, striping, and traffic control, all performed and tested in accordance with State Standards.

Waterman Road Realignment, Elk Grove, CA: Construction Inspector on the \$3 million realignment of Waterman Road at Grant Line Road for the City of Elk Grove. This project was constructed to improve the connection from Waterman Road to Grant Line Road by adding additional lanes, including turn lanes, and a new signalized intersection.

State Route 65/Sunset Boulevard Interchange, Rocklin, CA: Office Engineer/Construction Inspector on this new \$19 million interchange for Placer County. The project included construction of a six-lane overpass to take Sunset Boulevard over the highway and allow for SR 65 to eventually be widened to eight lanes with auxiliary lanes. The interchange has a partial cloverleaf design with a circular on-ramp to move westbound Sunset traffic to the highway's southbound lanes, and a circular on-ramp for eastbound motorists on Sunset Boulevard heading north on the highway.

Joe Romer

Construction Inspection



EDUCATION

AA/Math, Science, and
Engineering/Sacramento City
College

CERTIFICATIONS

Hot Mix Inspection- Army Corps of
Engineers

International Slurry Surfacing
Association Inspection

Traffic Control and Flagging

PROFESSIONAL AFFILIATIONS

Maintenance Superintendents
Association

EXPERIENCE

30 years of experience

Joe Romer is a construction inspector with over 30 years of combined experience in heavy civil construction projects performing a variety of roles including asphalt paving foreman, street maintenance supervisor, and construction inspector. Joe has extensive knowledge and experience in the areas of pavement and surfacing and conducts training courses in this subject. Joe has provided construction inspection services for both capital improvement and development projects involving HMA paving; striping; underground utilities; concrete curb, gutter and sidewalk and retrofitting of curb ramps; storm water inspection; and site monitoring of BMPs.

Experience

City of Roseville On-Call Construction Management & Inspection Services, Roseville, CA: Construction Inspector providing on-call construction inspection services to the City Public Works Division for drainage improvements, AC paving, AC overlays, roadway reconstruction, ADA curb/gutter/sidewalks, traffic striping, staged traffic handling, and landscape improvements. Duties include coordination of field QA and inspection on multiple public works improvements.

2015 Summer Resurfacing Project, Placer County, CA: Construction Inspector on this \$1.7 million project using a type II microsurfacing as a slurry, as a cape seal component and as a sealing course on aged residential streets totalling to over 42 roadway lane miles.

2015 University Avenue South Project, Rocklin, CA: Construction Inspector for the \$3.5 million construction of University Avenue, South Phase, which connects Sunset Boulevard to Whitney Ranch Parkway. This project provides a vital access point to the expanding William Jessup University, as well as a new City of Rocklin arterial to alleviate congestion on Wildcat Boulevard. The project centered on the construction of a new four-lane thoroughfare with sidewalks, driveway entrances, and bicycle lanes. The project includes extension of an 18-inch waterline, extensive utility relocation, construction of a new joint trench, street lighting, and landscaping features.

2013 & 2014 Roadway Resurfacing Project, Rocklin, CA: Construction Inspector for the City of Rocklin an application of Type II slurry seal on residential neighborhoods and type II microsurfacing on major arterial streets.

State Route 65/Whitney Ranch Parkway Interchange, Rocklin, CA: Construction Inspector for the \$8 million interchange project for the City of Rocklin. The interchange provided much needed access to the significant development underway in Rocklin, as well as to Whitney High School and existing developments. The project includes construction of a four-lane post-tensioned box girder overpass over SR 65, eventually to be widened to eight lanes. The project includes slip on and off ramps, as well as a circular on-ramp for southbound freeway traffic.

Ed Lix

Construction Inspector



CERTIFICATIONS

Home Building Inspection/Western Nevada Community College

Surveying & Drafting Technology/Sacramento City College

TRAINING

Caltrans Certified Materials Tester

Caltrans Field Office Procedures

Caltrans SWPPP

Confined Space

EXPERIENCE

With Psomas for 10 years; with other firms for 25 years

Ed Lix has experience that covers 35 years of bridge and highway construction inspection and project management. Tenure includes three years with Caltrans Office of Structures Design, nine years performing construction inspection and surveying with Caltrans District 10, and 17 years in the private sector performing bridge and highway inspection. Duties have included construction inspection and documentation to the Caltrans Construction Manual and the Local Agencies Procedures Manual for items such as bridges, retaining and mechanically stabilized embankment (MSE) walls, pump stations, roadways (concrete and hot mix asphalt), drainage structures, curb/gutter/sidewalk, signalized intersections, and utility installation and relocations. Ed's bridge construction experience covers slab, girder, and post-tensioned bridges for interchanges and water crossings, and includes both overhead and underpass construction.

Experience

City of Roseville On-Call Inspection Services, Roseville, CA: Construction Inspector for this current on-call construction inspection services contract with the City Public Works Division for drainage improvements, AC paving, AC overlays, roadway reconstruction, ADA curb/gutter/sidewalks, traffic striping, staged traffic handling, and landscaping improvements.

Cook Riolo Bridge & Brewer Road Bridge Replacement Projects, Placer County, CA: Construction Inspector on the \$7.9 million Cook Riolo Bridge Replacement and \$1.67 million Brewer Road Bridge Replacement projects. These two Federal Aid projects involved separate contractors and included the removal and reconstruction of a total of three bridge structures. Both projects had extensive permit compliance regulations and restricted work windows.

North Stockton Railroad Grade Separations & Bridge Replacement, Stockton, CA: Lead Construction Inspector/Primary Structure Inspector for this \$42 million project for the City of Stockton. The project involved the administration of three separate construction projects rolled into one administration "umbrella." The individual projects included the construction of two separate cast-in-place, post-tensioned, box girder Union Pacific Railroad (UPRR) overcrossing bridges along Eight Mile Road and one UPRR steel girder underpass bridge over Lower Sacramento Road.

Auburn-Folsom Road Widening - Middle Phase, Granite Bay, CA: Construction Inspector for the \$4.9 million widening of a vital north-south thoroughfare that connects Folsom to Granite Bay. The project was constructed in two phases and involved significant traffic handling, SWPPP, blasting of existing slopes, and extensive drainage improvements.

Luke Wallace

Construction Inspector



TRAINING

APWA Advanced Construction
Project Management Training
APWA Advanced Contract
Administration Training
Confined Space
Conflict Resolution Training
CPR/First Aid
Project Management Training
Psomas Caltrans/CIP Training
Trench Safety: 4-Hour Excavation
Awareness Training

EXPERIENCE

With Psomas for 11 years; with
other firms for 11 years

Luke Wallace has 22 years of experience with roadway construction projects involving traffic staging plans, earthwork, traffic control, utility relocation, joint trench construction, SWPPP monitoring and documentation, reinforced concrete construction, utility relocation and installations, traffic signals and street lighting, asphalt paving, as well as water, sewer, and storm drain pipeline installations. Luke is also experienced in contract field office requirements regarding project documentation to Caltrans standards, having acted as a Construction Inspector on local agency projects, and has extensive public relations experience. Luke's experience includes serving as the sole on-site manager, effectively managing the project as an unlicensed Resident Engineer. He has recent project experience on roadway work in rural areas where maintaining access to residences, and ensuring dust, erosion, and noise control standards were key elements to success.

Experience

City of Elk Grove On-Call Inspection Services, Elk Grove, CA: Construction Inspector for several roadway, street, drainage, bicycle, pedestrian, and improvement projects. Work included new roadway construction, embankments, reinforced box culvert installations, drainage system installation and modifications, ADA sidewalk/curb/gutters, street lighting installation and/or modification of signalized intersections, AC overlays, slurry seal placements, failed roadway restorations, landscaping installations, traffic signing and striping, staged construction zones, traffic handling, and SWPPP monitoring.

City of Rancho Cordova On-Call CM and Inspection Services, Rancho Cordova, CA: Construction Inspector responsible for overseeing on-call construction management and inspection services to the City of Rancho Cordova since 2008. Contract work includes the grinding removal of failed sections of AC pavement, rubberized AC overlays, modifications to existing storm drainage systems, installation of new storm drains, removal and replacement of concrete curbs/gutters/sidewalks and driveways, ADA compliant ramp construction, modification of existing traffic signals, installation of new traffic signals and roadway lighting, traffic control, and final pavement striping and markings. All roadway work within project limits conforms to Caltrans construction and documentation requirements for inspection and testing.

Elk Grove 2015 Annual Slurry Seal Project, Elk Grove, CA: Construction Inspector for the City's annual slurry seal project. Work on this \$900K project included selective base repair work, sidewalk reconstruction, slurry overlay, adjustment of utilities, hot mix asphalt placement and striping. The project was performed on residential streets, requiring extensive public relations, traffic control, and coordination with schools, mail delivery, and trash pickup. Luke was given responsibility to assess each location for delineating, inspecting, and measuring base repair work.

Ron Kam

Construction Inspector



EDUCATION

BS/Engineering Technology
in Construction Management/
California State University,
Sacramento

TRAINING

C2 Cal Confined Spaces for
Construction

Concrete Construction
Management

Confined Space

Construction of Quality for Hot Mix
Asphalt Pavements

Inspector Training & Certification
Program for CIPP

EXPERIENCE

With Psomas 1 year; with other
firms for 14 years

Ron Kam is a construction professional with more than 15 years of experience for heavy civil construction projects, performing major roles in the construction process. Ron's responsibilities include project management, estimating, and construction inspection. Ron has participated in a wide range of general engineering projects, facilitating all phases of construction, including roads, bridges, street lighting systems, traffic signal installations, sanitary sewer systems, wastewater treatment facilities, water treatment facilities, levee rehabilitation and construction, drainage systems, pumping plants, and wet utility distribution systems.

Experience

City of Roseville On-Call Construction Inspection Services, Roseville, CA: Construction Inspector for work performed for the City's Environmental Utilities Division. Projects included installation of new water, reclaimed water, sewer force mains and deep sewers. Duties include performing construction inspection through tie-ins and line testing, daily tracking of work, and documentation through daily reports, coordination of material testing, and coordination with other stakeholders.

Village Parkway Improvements Project, West Sacramento, CA: Construction Inspector for this \$4.8 million new roadway project in the City of West Sacramento. Project features included over three miles of new roadway, construction of access roads for rural residents, new intersections with four significant West Sacramento arterials, and new storm drain systems. Duties included performing daily inspection of contractor's activities, quantity measurement and reporting, review of submittals and RFIs, change order support, material sampling and testing coordination, labor compliance, and SWPPP inspection and enforcement.

Calvine Road Widening, Sacramento, CA: Construction Inspector for the \$9.7 million project was part of the series of roadway improvements to the Bradshaw Road Corridor, jointly funded between the County of Sacramento and the City of Elk Grove. The Calvine Road widening project included relocation and improvements to the underground utilities (storm drain, sewer, water), landscaped medians, landscape back of walks, stamped colored concrete in medians, concrete sidewalk, ADA improvements, street intersections, traffic signal installation, and traffic signal modifications.

Folsom Boulevard and Mather Field Road Streetscape Enhancement Phase I, Sacramento County, CA: Senior Construction Inspector for this \$3.2 million endeavor which improved connectivity between retail and transit facilities. The project included landscaped medians, landscaped back of walks, stamped colored concrete in medians, modifications on existing concrete sidewalk with ADA improvements at street intersections, traffic signal interconnect installation, and traffic signal modifications at the intersections.

Darin Crockett, QSP

Construction Inspector



CERTIFICATIONS

Qualified SWPPP Practitioner/
California Stormwater Quality
Association

Traffic Control and Flagging

Heat Illness Prevention Program,
2015

CPR/First Aid

EXPERIENCE

30 years of experience

Darin Crockett has 30 years of construction experience assisting public agencies in inspecting municipal infrastructure projects throughout Northern California. He specializes in concrete construction inspection services on projects involving earthwork; curb, gutter, and sidewalk, and paving; and ADA compliant handicap ramps. Darin's responsibilities include scheduling of labor and materials throughout the duration of a project. He is efficient in SWPPP monitoring, verifying current documentation per State General Permit requirements and with city ordinances.

Darin has two years of inspection experience working with the City of Roseville with curb, gutter and sidewalks, handicap ramps, driveways, and traffic signal foundations. He has been responsible for location and alignment, loop installation, traffic signage, striping, sub-grade, finish-grade, HMA placement, and traffic control.

Experience

City of Roseville CIP Projects, 2015 Residential ADA Upgrade, Church Street Sidewalk Replacement, and the 2015 Pedestrian Facilities, Roseville, CA:

Construction Inspector for the City's projects that primarily consisted of the removal and replacement of handicap ramps in order to meet current state and federal ADA standards. Responsibilities included weekly meetings with design engineers to review plans, special provisions, and bid items. Work included traffic control, demolition, excavation, verify compaction, form documentation, concrete placement, HMA patch-back, and landscaping. Duties also included full project documentation, initiating change orders, tracking bid items, labor distribution documentation, tracking equipment and materials for both bid and time-and-material items.

City of Roseville Development Project, Foothills Boulevard and Roseville Parkway, Roseville, CA: Construction Inspector for improvements for Roseville Parkway extension and Foothills realignment. This project included earthwork, storm water drain inlets, traffic signal modifications, removal of old traffic signals, roadway structural section, (curb, gutter, sidewalk and driveways) installations, and relocating an existing 6-inch PG&E gas main. Duties included documenting daily progress and activities, geotechnical reports, monitoring SWPPP plan and accompanying documents, verifying locations of traffic signal foundations, dust control, and monitoring traffic control throughout project site.

City of Roseville Encroachment Permits, Roseville, CA: Construction Inspector for projects comprised of observing dirt and rock grade, verifying compaction and elevations of structural street sections including curb, gutter, sidewalks, handicap ramps, driveways, storm water system, compaction, observe concrete and HMA placement to meet specifications. Projects also included traffic signal foundations, alignment, structural cages, striping, traffic loops, signage, street restorations and traffic control per the approved plans and City standards.

Kelsey Littell, EIT

Construction Inspector/Office Engineer



REGISTRATION

CA/Engineer-in-Training/#153926

EDUCATION

2015/BS/Civil Engineering/
California Polytechnic State
University, San Luis Obispo

EXPERIENCE

With Psomas for 1 year; with other
firms for 4 years

Kelsey Littell has a Bachelors Degree in Civil Engineering with over 5 years of construction experience on various bridge and roadway projects. She has acted as an Assistant Structure Representative, Assistant Resident Engineer, Office Engineer, and Material Testing Specialist. The duties she has performed include roadway and structures construction inspection, quantity takeoffs, labor compliance reviews, traffic control plan implementation, CPM schedule analysis, permitting requirements, SWPPP BMP inspection and monitoring, preparation of daily reports, monthly progress payments, billing reports and monthly management reports, change order analysis and organization, claim analysis, and processing of submittals and RFI's. Other responsibilities have included coordination of material sampling and testing requirements and performance of material sampling and testing services, bridge construction including joint seals, deck construction, performing camber and grade control checks and assistance, and performing all office engineer duties regarding review and filing of material test records.

Experience

State Route 65/Whitney Ranch Parkway Interchange, Rocklin, CA: Assistant Structural Representative for the \$8 million interchange project for the City of Rocklin. The interchange will provide much needed access to the significant development underway in Rocklin, as well as to Whitney High School and existing developments. The project includes construction of a four-lane post-tensioned box girder overpass over SR 65, eventually to be widened to eight lanes.

University Avenue South Phase, Rocklin, CA: Office Engineer for the \$3.5M construction of University Avenue, South Phase, which connects Sunset Boulevard to Whitney Ranch Parkway. The project centered on the construction of a new four-lane thoroughfare with sidewalks, driveway entrances, and bicycle lanes. The project included extension of an 18-inch waterline, extensive utility relocation, construction of a new joint trench, street lighting, and landscaping features.

Sacramento Railyards 5th and 6th Street Viaducts, Sacramento, CA: Office Engineer for this \$68 million project for the City of Sacramento that has made significant improvements to the old Sacramento Railyards area in preparation for significant development. The project includes construction of two bridges at 5th and 6th Street over several tracks in the UPRR railyard, parking lot improvements, and a pedestrian walkway under Interstate 5.

State Route 4/Somersville Interchange, Contra Costa Transportation Authority, Antioch, CA: Assistant Structure Representative and SWWPP Inspector for this \$43.2 million project for the Contra Costa Transportation Authority. This project is part of an overall \$500M Contra Costa Transportation Authority program that is widening State Route 4 from four to eight lanes, providing room for a BART extension.

Patrick Myers - UNICO Engineering

Senior Electrical Civil Inspector

EXPERTISE

Traffic Signals
Interconnect
Intelligent Transportation Systems
Joint Trench
Curb, Gutter, Sidewalk
SWPPP

EXPERIENCE

More than 39 years of experience
Experience working on Caltrans
state highway roadway and bridge
projects
Light Rail
Delivers projects ahead of
schedule
Project Management
Knowledgeable about local agency
and Caltrans standards

Patrick Myers has 39 years of experience in the construction industry. His career has focused on electrical infrastructure including traffic signals, ITS components and street lighting. He has a strong understanding of all aspects of roadway and electrical construction, from joint trench through project completion. He has extensive knowledge of the Caltrans Standards and local agency standards and specifications as well. He is experienced in all types of roadway / electrical projects including signal retrofits, new construction, roadway revitalization and light rail / regional transit.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing, Roseville, CA: This federally funded resurfacing project includes 16 center lane miles of roadway. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Electrical Inspector responsible for all electrical inspection including traffic signals and loops, and ped crossings.

East Bidwell Improvement, Folsom, CA: Electrical Inspector for this .9-mile roadway improvement project. The project widened East Bidwell Street between Power Center Drive and Oak Avenue Parkway providing three thru-lanes and a class II bike lane. The project included pavement rehabilitation, installation of new street lighting and new irrigation. Responsible for all electrical inspection including traffic signals and loops, and ped crossings.

Pleasant Grove/Westbrook/Westpark Traffic Signal and Street Lighting, Roseville, CA: Project Manager/Superintendent for this project that included a new intersection on an existing roadway, built to the City of Roseville's standard specifications. Traffic signal and interconnect conduit infrastructure was installed at three locations for future intersections. Street lighting installation was built in accordance with Roseville Electric specifications.

Vernon Street Revitalization, Roseville, CA: Project Superintendent for this important city revitalization project. This project included traffic signal modification, loop installations, interconnect installation and modifications and decorative street lighting. Traffic signals were constructed in accordance with the City of Roseville standards. Street lighting installation was built in accordance with Roseville Electric specifications.

John “Kojak” Witmer - UNICO Engineering

Structures Inspector

EXPERTISE

Aerial Lift Safety
Confined Space
Fall Protection
Falsework
First Aid/CPR
Flagging/Traffic Control
Heat Illness Training
Rigging Safety
Silica Awareness
Crane Signaling
FMI Project Superintendent Academy
Crestcom Management Training
Crisis Management
Power Line Safety
SWPPP Training

John Witmer is an accomplished and results-orientated management professional with over 37 years' experience in orchestrating high-paced operations in all aspects of heavy highway/bridge and structures construction. Keith Witmer has extensive experience in prioritizing goals and working under tight deadlines without sacrificing safety. Keith Witmer works well within tight budgets and exceeding expectations on a broad range of multimillion dollar projects. Specializes in directing, coordinating and exercising functional authority for planning, organization, control, integrations and completion of projects.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial

Microsurfacing, Roseville, CA: This federally funded project is part of the City's annual resurfacing program and includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. Construction Inspector responsible for inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

American River Bridge of Lake Natoma, Folsom CA: Project superintendent on this complex two frame, post-tensioned, lightweight concrete box girder structure that is supported on state of the art seismic isolation bearings. Responsible for overseeing all aspects of bridge construction including; side by side box girders, post-tensioned, concrete girders and deck, constructed over water with cofferdams, steel pipe falsework, trestle bridge and lightweight concrete.

I-5 Bridge over Arroyo Pasajero Creek, Coalinga, CA: Project superintendent for emergency repairs. I-5 Bridge over Pasajero Creek collapsed out due to heavy storms. This \$6 million bridge replacement project rebuilt the structure for the 4-lane interstate in an expedited timeline. Keith Witmer managed area superintendent, coordinated crews and ensured all projects were on schedule with required staffing.

Brett Bourgeois, PE, QSD/QSP - UNICO Engineering

Assistant Resident Engineer/Construction Inspector

EDUCATION

BS/Civil Engineering/California
State University, Sacramento

CERTIFICATIONS

Professional Engineer License
C76670

Nuclear Gauge Operator License
15670

AFFILIATIONS

ASCE

Tau Beta Pi, The National
Engineering Honor Society

Brett Bourgeois has 10 years of civil engineering and inspection experience. His resume includes a variety of public infrastructure projects working both on the design as well as the construction. He has performed the role of Assistant Resident Engineer and Construction Inspector. He has been responsible for the planning and budgeting of field exploration programs, coordinating and organizing field programs, obtaining permits for field activities, preparing laboratory testing schedules and reviewing invoices for field and laboratory activities. Brett has managed project budgets and schedules, coordinated subconsultants and supervised junior staff. He is a licensed engineer, certified QSP/QSD and certified Nuclear Gauge Operator.

Experience

2016 Accessibility and Drainage, Citrus Heights, CA: Construction Inspector. This project removes barriers to accessibility, repair failed curb, gutter and sidewalk and corrects several minor drainage deficiencies on ten (10) residential streets in Citrus Heights. Responsible for construction inspection, daily reports and oversight of materials testing.

2015 RSTP Arterial Microsurfacing (AMP), Roseville CA: Project Engineer. The 2015 RSTP Arterial Resurfacing Project is a part of the City of Roseville's annual resurfacing program. This project is federally funded and includes 16 center lane miles of roadway. The project consists of placement Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. Responsible for performing quantity calculations.

Blairs Lane Bridge Replacement, Placerville CA: Construction Inspector/SWPPP for the bridge replacement project. This project is funded through the Federal Highway Bridge Program and replaces an existing one lane bridge with a two lane bridge over Hangtown Creek. Responsible for SWPPP, construction dailies and weekly reports.

2016 Residential Street Resurfacing, Citrus Heights, CA: Construction Inspector for annual resurfacing program. Responsible for daily inspection and documentation including Ramp Access Inspection Forms, project photographs, and daily reports. The inspector was also responsible for enforcing contract working hours, monitoring traffic control and measurement of quantities.

Jodi Snyder - UNICO Engineering

Office Engineer/Labor Compliance

EDUCATION

AA/Consumnes River College
Civil Engineer/South West Texas
State
California State University
Sacramento/Extension -
Construction Management
Certification

EXPERTISE

Manages RFIs & CCOs
Maintain subcontracts
Manage project files
Labor Compliance

Jodi Snyder is an experienced professional with more than 10 years of experience in the A/E/C industry, one year with UNICO. She specializes in managing project details including overseeing RFI's, CCO's, contracts sub-consultant agreements and project files. She performs labor compliance interviews and documentation including submittals to the Department of Industrial Relations. Ms. Snyder holds a certificate in Construction Management from California State University, Sacramento.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial

Microsurfacing, Roseville, CA: Office Engineer and Labor Compliance for this federally funded resurfacing project that includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. Responsible for preparation and management of project binders and electronic filing in accordance with a modified (City specific) version of chapter 5 of the Caltrans construction manual. Performed labor compliance interviews and documentation.

Sunrise-Sungarden Intersection Improvements, Citrus Heights CA: Office Engineer/Document Control. Provided document control and office engineering services. Supported the preparation and management of project binders and electronic filing in accordance with a modified (City specific) version of chapter 5 of the Caltrans construction manual.

Fremont Ave Bridge over Permanente Creek, Los Altos CA: Office Engineer/Document Control. This project replaces the existing bridge to improve bridge safety and pedestrian access. The project also installs new utility lines. Responsible for the preparation and management of project binders and electronic filing in accordance with chapter 5 of the Caltrans construction manual.

Sylvan Road Accessibility and Safety, Citrus Heights CA: Office Engineer/Document Control. This project included the widening of approximately 1,500 lf of Sylvan Road. Project features included the addition of medians, planting strips, traffic light improvements, and multiple frontage improvements along the road. Responsible for the preparation and management of project binders and electronic filing in accordance with a modified (City specific) version of chapter 5 of the Caltrans construction manual.

Justyn Webster - UNICO Engineering

Assistant Resident Engineer/Construction Inspector

EDUCATION

BS/Civil Engineering/Michigan State University

CERTIFICATIONS

EIT NCEES

STS Certified Safety Professional
– ID# 7416566397

CAL OSHA 10-hr

CAL OSHA Excavation Competent Person

CPR and First Aid Certified

EXPERTISE

Concrete slab

Concrete box girder

Concrete pre-cast girder

Pre-stressed concrete

Construction over water

Construction over railroads

Falsework Steel and Wood Post

Underground Utilities

Beam and Plate Shoring

Trench Shoring

Construction safety

Caltrans bridge construction methods

RELEVANT EXPERIENCE

10 years of experience in the construction industry

Experience working on Caltrans state highway bridge projects

Justyn Webster has 10 years of experience in the construction industry. His career has been focused on roadway and bridge construction. Keith Webster has a strong understanding of all aspects of bridge construction from falsework and foundations to post-tensioned decks as well as underground utility installation and relocation. His knowledge of the Caltrans Standard Specifications and Plans is excellent. He is experienced in all types of bridge projects including retrofits, cofferdam construction, prestressed concrete and construction over waterways. His roadway experience includes both highway and local streets including oversight of AC paving, drainage and utility improvements.

Experience

2015 Regional Surface Transportation Program (RSTP) Arterial

Microsurfacing, Roseville, CA: This federally funded project is part of the City's annual resurfacing program and includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Assistant Resident Engineer responsible for client contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Blairs Lane Bridge Replacement, Placerville, CA: Assistant Resident Engineer for this Federally funded project replaces a 1-lane bridge with a new 2-lane single span prestressed bridge on spread footings over Hangtown Creek. The project included relocation of existing sewer facilities, extensive utility, retaining wall and roadway work. Responsible for submittal review, RFI response, CCO evaluation and management, budget forecast and progress payment processing, project documentation closeout.

Twin Oaks and Mariposa Drainage, Citrus Heights, CA: Assistant Resident Engineer/Inspector for this project that adds drainage pipes and improves drainage ditches along Mariposa and Twin Oaks Avenue to increase drainage capacity and reduce risk of flooding. Prepared daily reports following the Caltrans format. Prepared quantity sheets and progress payment quantities, independent verification of CCO's, submittal and RFI review, and Weekly Statements of Working Days.

Kathy Kinsland, CISEC, QSP - Argonaut Consulting

Biological Monitoring & SWPPP Support



EDUCATION

BS/Aquatic Biology, Chemistry
Minor/Eastern Michigan University,
Ypsilanti, MI/Graduate Course
Work and Continuing Education

CERTIFICATIONS/TRAINING

Certified Inspector Sediment and
Erosion Control (CISEC- 311)

Conducted worker training,
pre-construction surveys, and
stream diversion fish entrapment
monitoring, and agency
notification

Conducted biological surveys and
stormwater inspections along
Highway 50 in El Dorado County

Provided QSP/QSD services for
several roadway improvement
projects

EXPERIENCE

With Argonaut for 15 years; with
other firms for 16 years

PROFESSIONAL AFFILIATIONS

California Storm Water Quality
Association (CASQA), Executive
Planning Committee and Co-Chair
of the Construction Subcommittee
– 2003-2006

International Erosion Control
Association – (IECA)

Kathy Kinsland has over 31 years of experience in stormwater compliance, construction monitoring, biological resources assessment, wetland delineation and permitting, public outreach, environmental review (CEQA/NEPA), regulatory permitting, project management, power plant licensing, and construction monitoring.

Her experience ranges from California Energy Commission entitlements; Federal Energy Commission licensing, public involvement, regulatory compliance, environmental assessment and review, construction inspections and training, emergency response and hazardous materials management, storm water management, and wetlands delineation and permitting.

Experience

Construction Monitoring – Stormwater and Biological: Kathy has been part of numerous construction management teams, responsible for providing pre-construction and construction phase compliance services to local municipalities for several roadway, bridge, and infrastructure projects. Services provided include pre-construction biological surveys; preparation of SWPPPs, assistance with project permitting; coordination with regulatory agencies; preparation of SWPPPs, review of SWPPPs; development and implementation of worker training programs for stormwater inspection, worker training for sensitive species protection; stormwater inspections; and wetland delineations. Projects completed with Psomas include:

- Atkinson Street Bridge Replacement, Roseville, CA
- Cook Riolo Bridge Replacement, Placer County, CA
- Brewer Road Bridge Replacements, Placer County, CA
- Elk Grove Creek Trail Pedestrian Bridge, Elk Grove, CA

Some relevant projects include:

- Royer Park Bike Trail Project, Placer County
- Galt/Twin Cities Interchange Improvement, Galt, CA
- U.S. Highway 50/Missouri Flat Road Interchange Improvement, Placerville, CA
- State Route 65/Sunset Interchange, Placer County, CA
- State Route 65/Whitney Ranch Parkway Interchange, Rocklin, CA
- Mike McGowan Bridge (aka: Pioneer Bluff Bridge), West Sacramento, CA
- Bridge District Water Storage and Park Project, West Sacramento

Keith Lake - WRECO

Senior Technician/Materials Tester and Inspector



EDUCATION

AA/Building and Construction
Technology/Fresno City College

TRAINING/CERTIFICATIONS

DSA Certified Masonry Inspector

ICC Masonry Inspector

ICC Structural Concrete

Troxler Radiation Safety and Use
of Nuclear Gauges

EXPERIENCE

With WRECO for 1 year; with other
firms for 29 years

Keith Lake has served as a Materials Testing and Inspection Technician for over 30 years. During his career, Keith Lake's responsibilities have spanned a wide range of both field and laboratory materials testing and inspection projects, which include: soils; aggregates; asphalt; cement/concrete and grout; reinforcing steel; load testing and pull testing for anchors; structural masonry; deep and shallow foundations; and foundation remediation. Keith Lake is well-versed in ASTM/AASHTO and Caltrans test methods. He currently serves as a Senior Technician with WRECO, and he has extensive materials testing and inspection experience in the City of Roseville.

Experience

On-Call Materials Testing, City of Roseville, CA: Senior Technician. This on-call contract with the City of Roseville involved materials testing and inspection for new pavement and pavement rehabilitation projects and a variety of new infrastructure projects (primarily pipeline installations). Keith Lake's duties included observation and testing for pavement subgrade, base rock, and asphalt pavement construction, as well as new curb, gutter, and sidewalk construction; observation and testing for pipeline construction; batch plant inspection for concrete and asphalt materials; acquisition of aggregate, cement, asphalt, and reinforcing steel for compliance testing; and in-laboratory compliance testing for soils, aggregates, cement/concrete, and asphalt concrete (AC).

Dry Creek WWTP Chlorine Conversion to Ultraviolet Disinfection, City of Roseville, CA: Senior Technician. Keith Lake provided quality assurance testing services, which included compaction testing of soil subgrade and backfill material to structures and utility trenches, inspection of footing excavations and steel reinforcement prior to the placement of structural concrete, tagging, and sampling of steel reinforcement, and sampling and testing of concrete. Full-time observation for the installation of geopiers was provided but due to heavy rains at the initial phase of the installation work, a number of geopiers failed to meet the acceptance criteria. The contractor used lime to moisture condition the aggregate. Keith Lake provided quality assurance testing services during construction.

Atkinson Street Bridge Replacement, Materials Testing and Special Inspection Services, City of Roseville, CA: Materials Testing and Inspection. Keith Lake provided acceptance testing of materials for the widening of Atkinson Street Bridge, a 304-foot new roadway that included a 2-lane, 4-span, 180-foot-long bridge built in two separate stages. Construction included removal of the existing bridge components and construction of the new bridge; AC paving; construction of rock slope protection for erosion control; drainage facilities; installation of a 610-mm ductile iron waterline; curb, gutter, and sidewalk work; and construction of metal beam guard rails.

Raymond Downes - WRECO

Laboratory Manager/Material Tester and Inspector



CERTIFICATIONS

NICET Soils Level III
NICET Asphalt Level II
NICET Concrete Level II
Nuclear Gauge Certified
Radiation Safety Officer
Certified
Caltrans Certified
AMRL Certified Laboratory
ACI Field Technician Level I
ACI Laboratory Technician Level I
Hazardous Waste Operations and
Emergency Response
CPR trained

EXPERIENCE

With WRECO for 1 year; with other
firms for 26 years

Raymond Downes has more than 26 years of experience. He has more than 14 years of experience as a soils laboratory manager, acquiring Caltrans certification and a U.S. Department of Agriculture permit to receive foreign soil, and he has more than 13 years as a geotechnical laboratory and field technician. In addition to continuing laboratory and field services and maintaining lab accreditations, Raymond Downes reviews all test results for accuracy and completeness prior to publication. He also manages all laboratory/field technicians. Projects requiring field observation and testing have included bridges, roadways, dams, levees, landfills, subdivisions, commercial structures, and landslides/slipouts.

Experience

Regional Transit Light Rail Station at Cosumnes River College, City of Sacramento, CA: Laboratory Manager and Senior Field Technician. The Cosumnes River College light rail station is located on the campus off of Bruceville Road. The future station will have a transit center with eight bus berths and a small utility building. Raymond Downes performed laboratory testing for the proposed transit light rail station, which included earthwork testing and fill placement. He also performed field inspections and testing.

Union Pacific Railroad Canopy Structures, City of Roseville, CA: Laboratory Manager and Senior Field Technician. Raymond Downes performed soil borings, lab testing of soils, and foundation recommendation reports.

Union Pacific Railroad Stormwater Retention Basin, City of Roseville, CA: Laboratory Manager and Senior Field Technician. Raymond Downes performed laboratory testing and on-site construction observation. He was responsible for the testing of the earthworks and the fill placement for the stormwater overflow retention basin.

Winters Road Bridge, Solano County, CA: Laboratory Manager. Raymond Downes performed field logging of cast-in-drilled-hole piles for bridge piers and inspection of pile concrete repairs. He observed subgrade load tests, excavation/backfill of pier foundations, and installation/removal of sheet piles. He also performed laboratory testing of soils.

Colusa County Roadway Project, Colusa County, CA: Laboratory Manager. Raymond Downes supervised on-site testing and observation of roadway subgrade lime treatment and compaction, and laboratory testing of lime-treated soil, including R-value and compressive strength.

David King - CTS

Multi-Disciplined Special Inspector

CERTIFICATIONS

ICC Reinforced Concrete, No.
0872952-49

ICC Prestressed Concrete,
No. 0872952-49

ICC Soils, No. 0872952-49

ACI Field Testing Technician,
Grade I, No. 00024685

Caltrans 105, 125 GEN/AC/AGG,
216, 231, 375, 504, 518, 533,
539, 540, 543, 556, 557

Radioactive Materials Operator,
Campbell Pacific Nuclear
Corporation Agreement

RELEVANT EXPERIENCE

35 years of experience

David King has over 35 years experience in the special inspections and materials testing field and in the construction industry. His specialty is concrete, soils inspections/observations and earthwork testing as well as inspection and testing of asphalt concrete. His experience includes having provided testing and inspection for several large publicly funded projects for water resources and the US Army Corps of Engineers, various airport construction, and Caltrans-governed roadway improvement projects.

Experience

GSA Office Building, Roseville, CA: This project consists of the construction of a new three-story, 122,385-square-foot building in Roseville. CTS worked with the primary contractor and the federal government to ensure that all construction was in compliance with specification. CTS performed special inspection and material testing including soil and earthwork observation, compaction testing, reinforcement steel testing and inspection, anchor bolt inspection, welding inspections and qualification review, and concrete inspection and testing. Dave performed special inspections and testing services on this project.

City of Citrus Heights, Greenback Pedestrian Safety Improvements, Citrus Heights, CA: Dave was a special inspector on the Greenback Pedestrian Lane Safety Improvement project, which stretches from Mariposa Avenue to Birdcage Street. The project received federal funding under the American Recovery and Reinvestment Act. The project included the installation of a barrier fence in the medians, re-landscaping of the medians, reconstruction of the existing curb, gutter and sidewalk and installation of ADA curb ramps at each corner.

City of Sacramento DOT, 4th and I Street Improvements, Sacramento, CA: As a member of CTS' onsite inspection team under our on-call contract with the city, Dave obtained aggregate samples and performed asphalt concrete compaction testing. He also took an aggregate sample and sample of hot mix asphalt (HMA) from the contractor's batch plant (at which they were making medium type A HMA) to perform testing at CTS' laboratory. Dave also took tests on aggregate base on 4th Street and samples of AB for curve testing in CTS' lab.

City of Sacramento, On-Call Material Testing and Inspection – Freeport Shores Bike and Pedestrian Trail, Sacramento, CA: As a member of the CTS onsite team for this project, performed under CTS' on-call contract with the City of Sacramento, David has provided AC coring and compaction testing onsite. CTS was chosen to provide on-call services with the City of Sacramento including lab testing of compaction curves, sieve analysis, sand equivalent, specific gravity, and rebar tensile tests. Our scope of work has included providing field and laboratory testing of construction materials using Caltrans and ASTM test methods, written reports of materials testing produced within one day, summary reports by the end of the month and itemized billing.

Mary Cabrales - CTS

Multi-Disciplined Special Inspector

EDUCATION

Wilrick Institute of Technology

CERTIFICATIONS

ICC Structural Steel and Welding,

No. 5228732

ICC Masonry, No. 5228732

ICC Reinforced Concrete,

No. 5228732

ICC Spray-Applied Fireproofing,

No. 5228732

ACI Concrete Field Testing

Technician, Grade I, No.

01035146

Nuclear Gauge Operator, No.

15094

RELEVANT EXPERIENCE

7 years of experience

Mary Cabrales has more than seven years of experience in the field of material testing and special inspections. Her focus is public agency and private sector projects in the Sacramento metropolitan area allowing her to offer extensive knowledge of the local construction environment and landscape. Mary has performed various inspection services that include quality assurance and quality control to ensure projects were built in accordance with approved plans, specifications, and specified codes. Mary's responsibilities include inspection and testing of soils, concrete, rebar, asphalt, aggregate base and epoxy dowels/proof load, as well as fireproofing. Additionally, Mary has provided precast inspection services (at Clark Pacific in Sacramento) for a confidential commercial client's construction of a new 1.1M sf corporate campus in the South Bay.

Experience

Sacramento Regional Transit District, On-Call Materials Testing and Geotechnical Consulting - Amtrak Depot and 12th and I Light Rail Station Improvements, Sacramento, CA:

Mary is a special inspector for this infrastructure project involving a utilities relocation and transit rail and station construction in downtown Sacramento. Mary's primary duties as a member of the CTS onsite team have included soils compaction, earthwork observation of concrete placement. Multiple small projects under this contract have included the LRV Wash Rack, Arden and Oxford Improvements, Mini High Platform, and improvements at 47th Avenue.

Sacramento RT, On-Call Material Testing – Amtrak Extension Utilities Relocation, Sacramento, CA:

Mary performed soils testing and earthwork observation as a key member of the CTS onsite inspection team for Amtrak Extension Utilities Relocation, Package A1. CTS provided inspectors and testers onsite for multiple shifts (day and night) for soil and asphalt testing during trench backfill for underground utility trench relocation.

Sacramento RT, On-Call Material Testing –Amtrak Extension Civil, Systems, Station Construction, Sacramento, CA: Mary was a multi-disciplined special inspector for this infrastructure project involving a utilities relocation and transit rail and station construction in downtown Sacramento. CTS provided on-call testing and inspection services for soils, concrete, plant and continuous rail welding aspects of this project, part of the Amtrak Extension Package A2 under Work Order 9. Mary's primary duties as a key member of CTS' onsite team included soils compaction, earthwork observations and observation of concrete placement.

Sacramento Regional Transit District, Grade Crossing Improvements at

Bradshaw Road, Sacramento, CA: For this Sac RT grade crossing project at Bradshaw Road and Folsom Boulevard, Mary was a member of the CTS onsite quality assurance inspection team. She performed soil compaction testing and observation for earthwork activities for Sac RT's construction of a control building pad. She also observed placement of slurry for fiber optic trench.

Colby “Cole” Kaping - CTS

Multi-Disciplined Special Inspector

EDUCATION

BS/Business Administration/
California State University,
Sacramento

CERTIFICATIONS

ACI Concrete Field Testing
Technician, Grade 1, No.
01244848

ICC Reinforced Concrete, No.
8167866

ICC Prestressed Concrete, No.
8167866

ICC Structural Welding, No.
8167866

ICC Structural Steel and Bolting,
No. 8167866

ICC Spray-Applied Fireproofing,
No. 8167866

Caltrans certified in CTM 504,
518, 533, 539, 540, 556, and 557

RELEVANT EXPERIENCE

3 years of experience

Cole Kaping has over 3 years of experience in special inspections and testing. He has performed material testing and special inspection services involving sampling of concrete, rebar and soils on a variety of public and private projects. Mr. Kaping's specialty is reinforced concrete, prestressed/post-tensioned concrete and spray-applied fireproofing inspections. He has ample experience on projects in the Sacramento and greater Sacramento area, lending Cole invaluable knowledge of the local construction environment and soils conditions.

Experience

Placer County Animal Shelter, Auburn, CA: This \$22.1 million project included the construction of a brand new state-of-the-art animal shelter center. The 36,657-square-foot facility, expected to open in 2016, will replace the county's existing animal shelter, a small cinder-block building from 1975. CTS worked with the contractor to provide special inspections and testing services on this project. Cole performed special inspections support on this project.

City of Citrus Heights, On-Call Transportation Projects, Citrus Heights, CA: The City of Citrus Heights General Services Department chose CTS to provide services in conjunction with the City of Citrus' Transportation Capital Improvement Program necessary to perform compliance and quality control testing of materials for all aspects of a federally funded transportation improvement projects. Projects have ranged from the installation of a barrier fence in the medians to re-landscaping of the medians and reconstruction of the existing curb, gutter and sidewalk and installation of ADA curb ramps at each corner. CTS has provided testing for concrete and soils and concrete placement observations.

Village Parkway South Roadway Improvements, West Sacramento, CA: This project includes roadway improvements along Village Parkway from Gregory Ave. to Lake Washington Boulevard. CTS teamed with Teichert to perform special inspection and material testing services to ensure all construction was completed per Caltrans specifications. This project is being completed under the jurisdiction of the West Sacramento Area Flood Control Agency. Mr. Kaping performed special inspections and testing on this project including earthwork observation, soil compaction and nuclear density testing.

County of Solano Winters Road Bridge Replacement at Putah Creek, Winters, CA: The Winters Road Bridge Replacement project, a joint effort between Solano County and the City of Winters, involves the replacement of a 420-foot long, three-span, earth-filled concrete arch bridge that was constructed in 1907, and is eligible for inclusion in the National Register of Historic Places. The replacement structure consists of a 453-foot long, 3-span cast-in-place reinforced concrete box girder superstructure with haunched soffits to simulate the appearance of arched spans. Mr. Kaping provided inspection and testing support on this project.

Ron Guerra - CTS

Multi-Disciplined Special Inspector

EDUCATION

Wilrick Institute of Technology

CERTIFICATIONS

AWS-Certified Welding Inspector,

No. 08011611

ICC Structural Steel and Bolting,

No. 5277555

ICC Structural Welding, No.

5277555

ICC Structural Steel and Welding,

No. 5277555

ICC Reinforced Concrete

Structures, No. 5277555

ICC Prestressed Concrete,

No. 5277555

ICC Structural Masonry, No.

5277555

ACI Concrete Field Testing

Technician, Grade 1, No.

01076214

Nondestructive Testing, Level II –

Ultrasonic and Magnetic Particle

Nuclear Gauge Operator Training,

No. 15662

RELEVANT EXPERIENCE

10 years of experience

Mr. Guerra has more than ten years of experience in the construction industry, specializing in materials testing and special inspections. Ron's experience includes performing resident inspector duties on major construction projects in the Northern California Region. His responsibilities typically include field observations of reinforcing steel, concrete placement, post-tensioning, masonry and structural steel. His expertise includes a solid understanding of the application of California Building Codes and plans and specifications as they pertain to special inspections and testing and the permitting procedures and approval processes of jurisdictional agencies such as OSHPD. Ron's software skills include numerous project scheduling applications and Microsoft Office Suite.

Experience

Lincoln City Hall, Lincoln, CA: As a special inspector for this project Ron performed proof loading and pull testing of epoxy bolts. The project included special inspections and testing for the new City Hall and WPUSD building. Project included the construction of a four-story steel frame brick-and-stone-veneer building that houses City Hall and School District offices and beautifully complements the city's downtown revitalization efforts. CTS' scope of services include sampling, testing and special inspections of concrete, reinforcing steel placement, structural welding (field and shop), high strength bolting, structural masonry, fireproofing, torque test, epoxy bolt/dowel inspections, bend tests and non-destructive testing.

Department of Motor Vehicles, 6th Floor Renovation and CUP, Sacramento, CA: Ron was CTS' resident inspector performing multi-disciplined special inspections of concrete, including preparing cylinder test specimens, and welding performed in progress. The site work consists of demolition, grading, excavation and fill earthwork, parking lot and street alterations, relocation of existing utilities and installation of new utilities, including hydronics pipes between the Central Plant, and existing facilities.

Prairie City State Vehicle Recreation Area, On-Call Geotechnical Rancho Cordova, CA: Ron is a key inspector for this on-call contract. His responsibilities included inspections of reinforced concrete, structural masonry, and structural steel and welding. This project was part of a multi-year master plan to improve and update the area to accommodate new trends in visitor usage. This particular project included the stabilization eroded areas by reshaping slopes, and by reseeding and replanting bare areas, as well as associated site work. Services included on this contract include soils inspections, AC sampling and testing, and inspection of concrete, masonry and welding services.

Ghulam S. Rajabi - CTS

Soils and Asphalt Technician/Multi-Disciplined Special Inspector

EDUCATION

1979/BS/Geology/Mazar-e-Sharif Technical and Geological University

CERTIFICATIONS

Caltrans: 125agg, 125ac, 216, 231, 375, 504, 518, 533, 539, 540, 556, 557

ACI Field Testing Technician Grade I, No. 00024682

Nuclear Gauge, No. 35202

Structural Plan Reading

RELEVANT EXPERIENCE

12 years of experience

Ghulam Rajabi has more than 12 years of experience in materials testing and construction inspection. His specialty soils, aggregates, asphalt and concrete testing on major construction projects. He is certified by Caltrans on a myriad of tests including rock durability, cleanness value, s-value, r-value, rice gravity, cal-dry, moisture content, asphalt ignition, curve compaction and cylinder and core breaks. He meets the requirements to perform testing methods for Caltrans, FAA, AASHTO and ASTM standards.

Experience

Sacramento County Water Agency, Vineyard Surface Water Treatment Plant, Sacramento, CA: As CTS' special inspector, Ghulam has performed soil compaction testing onsite for this project. The Vineyard Surface Water Treatment Plant site is a 78 acre parcel located on Florin Road in Sacramento and is the first ever surface water treatment plant. The site includes the main process structures, treated water storage and pump facility, solids handling facilities, admin/ operations center, warehouse and corporation yard facilities.

County of Marin, ARRA 2009 Pavement Resurface Project Phase 3, Tiburon and Novato, CA: Ghulam performed soils compaction testing and earthwork observations for these two federally funded pavement resurfacing projects in Marin County. CTS provided onsite testing earthwork compaction for sidewalk, curb/gutter, and subgrade dig out, asphalt compaction and batch plant sampling, geotechnical engineering and all required lab testing.

City of Vallejo, Citywide Street Overlay, Vallejo, CA: Ghulam provided observations of earthwork activities for this roadway resurfacing project. CTS provided special inspections and material testing which included earthwork and compaction testing as well all required lab tests. All work was performed per Caltrans and the City's QAP.

City of Berkeley, On-Call Engineering Services, Berkeley, CA: Ghulam has provided soils testing on several City of Berkeley projects under CTS' On-call Engineering services contract. Projects include: Sewer Rehabilitation; University Avenue Paving, Phase 3; and Sacramento Street Overlay. Testing was performed per Caltrans' test methods and the City Quality Assurance Program.

City of San Mateo – 2011 Street Rehabilitation at Various Locations on Federal Aid Routes, San Mateo, CA: Ghulam's responsibilities on the various reconstruction and rehabilitation projects for this on-call contract include soil compaction testing and observation of earthwork activities. CTS is performing testing and inspections at various locations throughout the city. Projects have involved repair and preventative maintenance treatment to local, collector and arterial streets. Ghulam has provided services on numerous projects under this on-call contract, such as 2010 - 2012 Street Resurfacing projects; 2011 Sidewalk and 2012 Sidewalk projects; Delaware Street Bike Lane and El Camino Real.

Brian Arnold - CTS

ASNT Level III Steel Shop & Field Inspector

EDUCATION

U.S. Navy Service School
Command Annex (SSCA),

San Diego, CA – Visual, Magnetic
Particle, Liquid Penetrant and
Ultrasonic; level I; Radiographic
Testing, level II; and Ultrasonic,
level III

Nuclear and Non-Nuclear Surface
and Subsurface Ships – Nuclear
Vessels and Conventional Powered
Service Ships

Wilrick Institute of Technology,
Sacramento – ICC/ICBO
Certification in Reinforced
and Post-Tension Concrete,
Masonry, Steel and Spray-Applied
Fireproofing

CERTIFICATIONS

AWS Certified Welding Inspector,
No. 02071051

NDT, Level III – Ultrasonic and
Magnetic Particle

ICC Master of Special Inspection,
No. 5042108

ICC Prestressed Concrete,
No. 5042108-92

ICC Reinforced Concrete,
No. 5042108-49

ICC Spray-Applied Fireproofing,
No. 5042108-86

ICC Masonry, No. 5042108-84

ICC Structural Steel and Bolting,
No. 5042108-51

ICC Structural Welding,
No. 5042108-52

RELEVANT EXPERIENCE

20 years of experience

Brian Arnold has more than 20 years of experience in inspections and construction, including OSHPD jurisdiction facilities, medical office buildings, K-14 facilities and Title 24 projects. His principal responsibilities include visual inspection of structural steel welding (Shop and Field), non-destructive testing - ultrasonic, reinforced concrete, structural masonry and spray-applied fireproofing. Brian's responsibilities include tests and inspections for compliance of materials and methods to project specifications, and plans and building department requirements.

Experience

Sacramento RT, Watt Avenue Overcrossing, Sacramento, CA: Brian was an inspector on this Sacramento Regional Transit project as a member of CTS' field inspection team. He was responsible for onsite inspection of the completed field rail welds. Brian performed visual inspections as well as MT and UT which were logged on a weld inspection log. The duration of this project was more than six months.

Sacramento RT, Amtrak Extension, Sacramento, CA: Brian worked closely with Sacramento RT team on this project as CTS' lead inspector in the field. He performed onsite field rail welding inspection in addition to non-destructive testing (magnetic particle and ultrasonic). Brian's role involved performing both soils compaction testing and inspection of defect removal on various rails for which he conducted harness tests on pieces of rail and observed placement of concrete.

Department of General Services, DMV Renovations and Central Utility Plant, Sacramento, CA: Brian provided structural steel inspection and NDT testing from motorized scaffolding six stories up as a member of the CTS onsite inspection team on this project which involved a new steel-framed entry tower addition. The addition is connected to the existing building and supported on drilled pier foundation. The new, 6,700 sf concrete masonry unit central plant contained three chillers, three boilers, and a cooling tower.

County of Solano, Winters Road Bridge, Winters, CA: Brian is performing field welding inspection services as a member of the CTS onsite team for this replacement bridge project. The new structure consists of a 453-foot long, 3-span cast-in-place reinforced concrete box girder superstructure. Brian's role included observation of welding performed in progress and completed.

Caltrans District 3, Feather River Bridge, Nicolaus, CA: Brian was CTS' multi-disciplined lead inspector, working under Charlie O'Hare, on this \$30.4 million Caltrans' bridge project in Sutter County project. Brian performed quality control inspection involving field welding for this project which will widen the half-mile-long Feather River Bridge from a two-lane highway to four-lane expressway.

Joshua Noegel - Twining

Special Inspector

CERTIFICATIONS

CPN/Troxler Nuclear Gauge
Certified

ACI Field Grade I

ACI Laboratory Grade I

ACI Laboratory Grade II

ICC Reinforced concrete

ICC Structural Masonry

ICC Fireproofing

QUALIFICATIONS

Materials and Soils Engineering

Project Management

Quality Assurance Testing

City of Sacramento Experience

Preparation of quality control
programs for Caltrans, FAA, and
public works projects

Oversight and management of
quality control programs

Technical oversight of quality
control field technicians

Participated in laboratory
accreditation by AMRL

Participated in laboratory
accreditation by Caltrans

Technical direction for field
technicians and special inspectors

Technical oversight of laboratory
testing performed on aggregate,
concrete, and hot mix asphalt

Complex infrastructure project
management and quality program
administration

RELEVANT EXPERIENCE

3 years with Twining; 10 years
with other firms

Joshua Noegel has 14 years of laboratory, field, and project management experience. He utilizes both his technical knowledge and project management skills, and provides all scheduling, technician oversight, test review, and project coordination. He also serves as quality control manager, verifying compliance with project specifications and inputting data for submittal to the State. Joshua uses his knowledge of ASTM test methods along with his experience on DSA projects to deliver projects on schedule and within budget. He has managed several projects for some of the largest cities and authorities in Sacramento County and has provided services for nearly every type of construction project.

Experience

City of Roseville, On Call Materials Testing and Inspection, Roseville, CA:

Joshua provided geotechnical engineering and materials testing services, as needed, for selected projects within the City. During the three year contract, Joshua responded to scheduling inspection and testing within the City's turn-around.

Sereno Drive Pavement Rehabilitation, Vallejo, CA: This project consists of providing phased traffic control for street closures, potholing for utility verification, over-excavation, placement of geotextile fabric, spreading and compacting of stabilization rock, phased cold-milling removal of asphalt concrete and hot mix asphalt paving, lowering and raising existing utility frames and covers, installing traffic loop detector handholes and conduit, loop detectors or radio presence detectors, installing temporary pavement markers and permanent pavement striping and markings. Josh is acting as the Project Manager, overseeing the sampling and testing in accordance with the applicable Caltrans and AASHTO Standards.

City of Folsom Concrete and Pavement Repair, Folsom, CA: This citywide concrete and pavement repair project will extend the lifespan of major roadways and residential streets. Josh, as the project manager, is overseeing the repair and resurface of a dozen local roads and will include a combination of asphalt overlays and micro-surfacing depending on the severity of pavement distress.

City of Sacramento, Roseville Road Bridge Replacement, Roseville, CA: This project involved the removal and replacement of the existing Roseville Road Bridge over Arcade Creek. The new bridge was brought up to meet current standards and served to improve safety for pedestrians and bicyclists by providing wider bike lanes and sidewalks, and improving hydraulics of Arcade Creek. Josh served as the Twining Project Manager and coordinated all materials testing, inspection, and geological services for all phases of this project.

Mike Grogan - Twining Special Inspector

CERTIFICATIONS

ACI Field Testing Technician Grade I
ICC Reinforced Concrete
ICC Structural Masonry
ICC Structural Steel and Welding
ICC Structural Steel and Bolting
ICC Spray Applied Fireproofing
Caltrans Soils and Asphalt

RELEVANT EXPERIENCE

1 years with Twining; 20 years
with other firms

Keith Mike Grogan has over 20 years' experience in materials testing and construction inspection. Keith Grogan is knowledgeable of the applicable standards and certifications including the Uniform Building Code (UBC), the International Society of Building Officials (ICBO), and American Concrete Institute (ACI). Keith Grogan has demonstrated the ability to read plans and specifications commensurate with inspection duties, to report discrepancies, and whether the work (correction) was in conformance with the approved plans and specifications.

Experience

- Scales Road Bridge, Yuba County
- West Sacramento Bridge, West Sacramento
- South Placer Fire Station #16, Placer, CA
- Heron Elementary School, Sacramento, CA
- Lincoln High School, Lincoln, CA
- Cordova High School, Rancho Cordova, CA
- Stockton Courthouse, Stockton, CA
- Madera County Courthouse, Madera, CA
- Hobby Lobby Retail, Sacramento, CA
- Wal-Mart, Tracy, CA
- West Stanislaus Irrigation District, Westley, CA

Jim Schmitz - Twining Special Inspector

CERTIFICATIONS

518, 553, 539, 540, 551

ACI Concrete Field Testing
Technician 1

ICC Prestressed Concrete Special
Inspector

ICC Reinforced Concrete Special
Inspector

ICC Spray-applied Fireproofing
Special Inspector

ICC Structural Masonry Special
Inspector

ICC Structural Steel and Bolting
Special Inspector

ICC Structural Welding Special
Inspector

RELEVANT EXPERIENCE

2 years with Twining; 6 years with
other firms

Jim has amassed extensive experience during his six years of materials testing and inspection services. He has overseen and conducted tests on concrete, reinforcing, soils, asphalt, batch plant inspection, rebar, shotcrete, steel, and pavement for a number of large-scale projects in Northern California.

Experience

Winters Bridge Road Replacement, Winters, CA: This joint effort between Solano County and the City of Winters involves the replacement of a 420', three-span, earth-filled concrete arch bridge. The replacement structure consists of a 453', 3-span cast-in-place reinforced concrete box girder superstructure with haunched soffits to simulate the appearance of arched spans. Additional architectural features, including recessed reveals and texture treatments, were used to give the bridge architectural character comparable to the existing structure. Jim was in charge of the replacement of reinforced concrete and soils batch plant inspection.

Caltrans, I-5 North Stockton Improvement Project, Stockton, CA: This \$122.1 million project will add High Occupancy Vehicle lanes, auxiliary lanes and sound walls, from south of Dr. Martin Luther King Jr. Boulevard/Charter Way to Hammer Lane. The project also reconstructs the existing six-lane freeway with continuously reinforced concrete pavement between Country Club Boulevard and Hammer Lane. The new pavement is expected to last 40 years and save taxpayers money due to lower maintenance costs. These projects will improve traffic circulation and regional mobility, reduce congestion and will build the first I-5 carpool lane in San Joaquin County. Jim is providing paving and concrete inspection services.

Fairfield/Vacaville Train Station and Peabody Road Improvements, Fairfield, CA: This multifaceted construction project will convert an undeveloped area into a transportation hub designed to serve the residents of both Fairfield and Vacaville. It consists of upgrades to existing infrastructure, including the widening and relocation of surrounding roadways and intersections, as well as new construction, including grading and earthwork for the proposed track, subgrade, sub-ballast and maintenance access roads. The project also includes the construction of multiple lane access roadways, a 6-lane overpass, a center-island platform, and features amenities for passengers, and a pedestrian underpass. Jim conducts testing of concrete, rebar, soils, and reinforcing steel.

SR-89 Mousehole UPRR Undercrossing Improvement Project, Truckee, CA: SR-89 crosses under UPRR tracks through a narrow 25-foot wide concrete arch structure that was built in 1928. The bridge is functionally obsolete due to its lack of pedestrian, bicycle, and traffic facilities. Truckee and Caltrans are working on the design of a pedestrian/bicycle tunnel and associated trail connections to Deerfield Drive and potentially West River Street east of the existing Mousehole. Jim inspects concrete, rebar, and soils for the project.

Andrei Polischuk - Twining

Special Inspector

CERTIFICATIONS

ICC - Post Tensioned Concrete
Special Inspector

ICC - Reinforced Concrete Special
Inspector

ICC - Soils Special Inspector

ICC - Spray-applied Fireproofing
Special Inspector

ICC - Structural Masonry Special
Inspector

ICC - Structural Steel and Bolting
Special Inspector

ICC - Structural Welding Special
Inspector

ACI - Aggregate Testing Technician
- Level 1

ACI - Concrete Field Testing
Technician - Grade I

ACI - Concrete Laboratory Testing
Technician - Level 1

ACI - Concrete Strength Testing
Technician

PCI - Quality Control Inspector/
Technician Levels 1 and 2

DSA - Masonry Special Inspector

Caltrans Certificates: 125, 216,
231, 375, 518, 533, 539, 540,
557

OSHA 30

Nuclear Gauge Safety Certificate

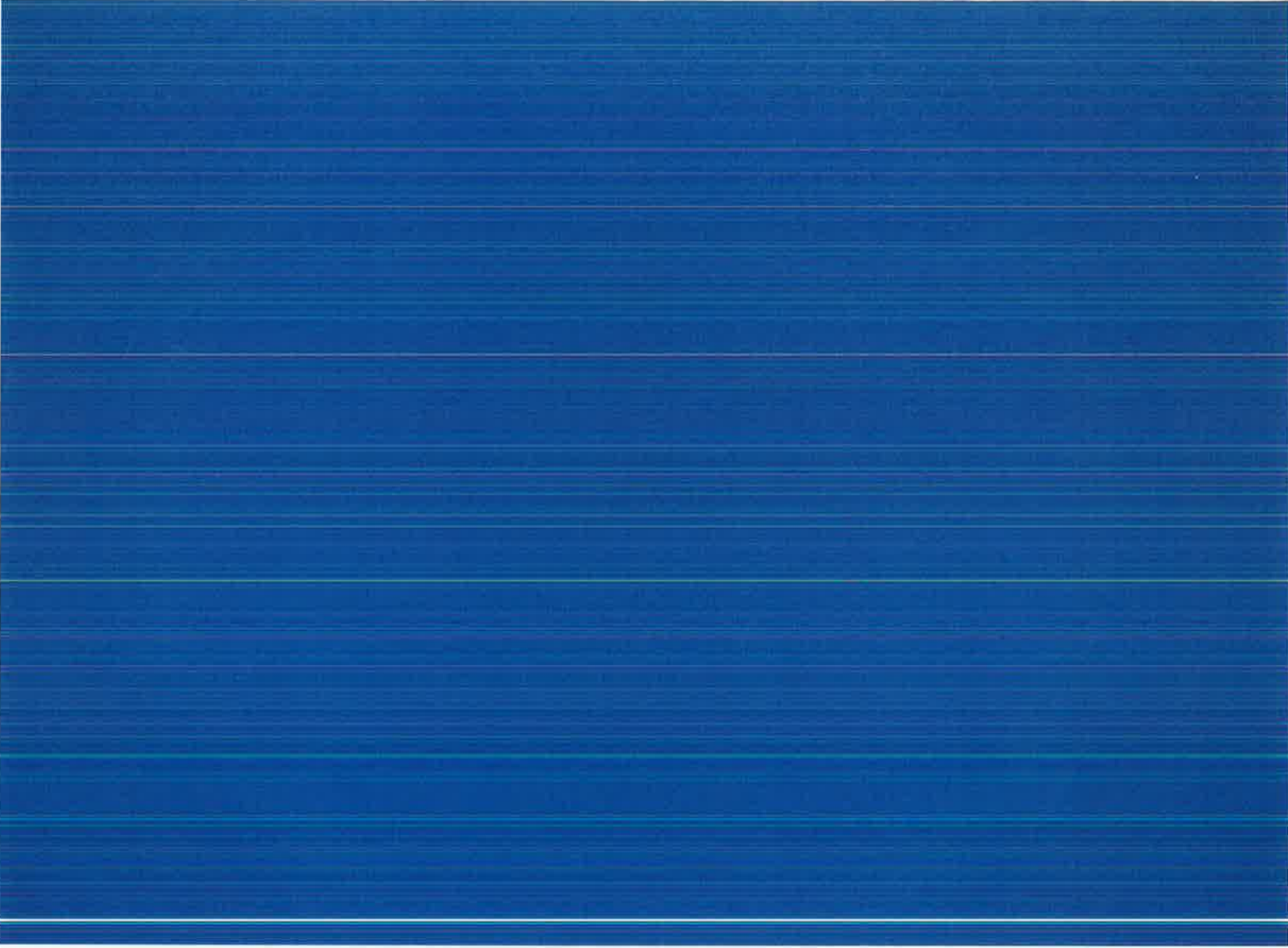
RELEVANT EXPERIENCE

2 years with Twining; 4 years with
other firms

Andrei has more than four years of experience performing construction inspections, and sampling and testing on soils, concrete, asphalt, masonry, and reinforced and structural steel. Andrei has a strong working knowledge of construction materials and technologies, having worked as a carpenter prior to becoming an inspector. This experience helps him to read and interpret construction drawings and specifications, giving him a thorough understanding of each project he inspects.

Experience

- City of Roseville. Soils, asphalt, concrete testing. Caltrans.
- City of Citrus Heights. Soils, asphalt, concrete testing. Caltrans.
- City of Vallejo. Soils, asphalt, concrete testing. Caltrans.
- City of Chico. Soils and asphalt testing. Caltrans.
- City of Ceres. Asphalt testing. ASTM.
- City of South San Francisco. Asphalt testing. ASTM.
- City of Hayward. Asphalt testing. Caltrans.
- Folsom Dam, Folsom. Soils and concrete testing. ASTM.
- Township 9, Sacramento. Soils. ASTM.
- Consumes River Blvd. Extension, Sacramento. Soils and concrete testing. Caltrans.
- Bradley A. Moody Underpass, Richmond. Soils and concrete testing. Caltrans.
- CHP facility, Grass Valley. Soils, concrete and masonry testing. ASTM
- Coronado Elementary School, Richmond. Soils, concrete, masonry, fireproofing, structural steel, testing and inspections. ASTM and DSA.
- Alum Rock Rapid Transit, San Jose. Caltrans.
- Sacramento Valley Depot. Soils, asphalt, proofloading. ASTM.
- Graton Rancheria Casino, Rohnert Park. Fireproofing, concrete and masonry testing. ASTM.
- Pulte Home Corporation, Orinda Grove. Masonry, concrete, PT, testing and inspection. ASTM.
- Van Deale Homes, Brentwood. Soils, proof loading, concrete, PT, testing and inspection. ASTM.
- Teichert HMA plant, Sacramento. HMA and aggregate testing. Caltrans.
- Rte. 12, Napa. Asphalt testing. Caltrans.
- Rte. 5, Stockton. Soils testing. Caltrans.
- Rte. 101, San Francisco. Asphalt testing. Caltrans.
- Rte. 580, Livermore. Asphalt testing. Caltrans.
- Presidio Parkway, San Francisco. Soils, concrete, asphalt, underground utilities, tunnels, roadways testing and inspections. Caltrans.



PSOMAS

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EXHIBIT “B”

Effective through July 1, 2019

**Construction Management Group
Northern California Region****Hourly Rates**

\$ 80 - \$ 100	- Administrative Assistant
\$ 124.00	- Non-Prevailing Wage Construction Inspector
\$ 186.00	- Non-Prevailing Wage Construction Inspector (Overtime)
\$ 157.00	- Prevailing Wage Construction Inspector
\$ 206.40	- Prevailing Wage Construction Inspector (Overtime)
\$115 - \$ 160	- Assistant RE / Office Engineer
\$155 - \$ 195	- Resident Engineer/Construction Manager
\$175 - \$ 215	- Senior Resident Engineer
\$185 - \$ 235	- Project Manager
\$199 - \$ 253	- Principal-In-Charge

Reimbursables

Rates include miscellaneous related costs: overhead, fringe benefits (workers compensation, medical insurance, vacation, sick leave, etc.), home office administration, insurance, home office support, vehicle, cell phone, digital camera, supplies and standard tools and equipment. All other direct expenses will be billed at cost plus 10%.

The above schedule is for straight time or listed overtime. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Overtime for Resident Engineers, Project Managers, and Principal in charge will be charged at the standard hourly rate.

A shift which commences after 2:00pm or before 4:00am, during any twenty-four hour period, commencing at 12:01am is subject to a twelve and one-half percent (12.5%) differential.

The rate for Prevailing Wage Construction Inspector is in compliance with SB1999 pertaining to prevailing wage requirements at the time of this RFQ was advertised. Our Form 10-H detailing the actual rates for each employee is attached. Psomas proposes, based on past CM contracts with the City of Roseville, one rate for Construction Inspection for the life of the contract, with this rate taking into account planned and projects prevailing wage increases.

EXHIBIT 10-H COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant/Subconsultant:

Psomas

Contract No.:

Date: 02/15/2017

Fringe Benefit %

42.2000%

+

Overhead %

128.5700%

+

General Administration %

0%

=

Combined Indirect Cost Rate (ICR) %

170.7700%

FEE % = 10.0000%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Frank Martin, PE Project Manager / Resident Engineer	\$ 226.42 \$ 233.22 \$ 240.21	\$ 226.42 \$ 233.22 \$ 240.21	\$ 226.42 \$ 233.22 \$ 240.21	07/01/2017 01/01/2018 01/01/2019	12/31/2017 12/31/2018 12/31/2019	\$ 76.02 \$ 78.30 \$ 80.65	3.0% 3.0%	Not Applicable
Sherri Berexa, PE Resident Engineer/ Structure Representative	\$ 189.61 \$ 199.09 \$ 205.06	\$ 189.61 \$ 199.09 \$ 205.06	\$ 189.61 \$ 199.09 \$ 205.06	07/01/2017 01/01/2018 01/01/2019	12/31/2017 12/31/2018 12/31/2019	\$ 63.66 \$ 66.84 \$ 68.85	5.0% 3.0%	Not Applicable
Dan Albright, PE Resident Engineer/ Structure Representative	\$ 184.67 \$ 190.21 \$ 195.91	\$ 184.67 \$ 190.21 \$ 195.91	\$ 184.67 \$ 190.21 \$ 195.91	07/01/2017 01/01/2018 01/01/2019	12/31/2017 12/31/2018 12/31/2019	\$ 62.00 \$ 63.86 \$ 65.78	3.0% 3.0%	Not Applicable
Tim Grossmann* Construction Inspector	\$ 146.12 \$ 150.51 \$ 155.02	\$ 219.19 \$ 225.76 \$ 232.53	\$ 292.25 \$ 301.01 \$ 310.05	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 49.06 \$ 50.53 \$ 52.05	3.0% 3.0%	Not Applicable
Ed Lix* Construction Inspector	\$ 161.31 \$ 166.15 \$ 171.14	\$ 241.97 \$ 249.23 \$ 256.71	\$ 322.63 \$ 332.31 \$ 342.28	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 54.16 \$ 55.78 \$ 57.46	3.0% 3.0%	Not Applicable
Luke Wallace* Construction Inspector	\$ 163.28 \$ 168.18 \$ 173.22	\$ 244.92 \$ 252.27 \$ 259.84	\$ 326.56 \$ 336.36 \$ 346.45	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 54.82 \$ 56.46 \$ 58.16	3.0% 3.0%	Not Applicable
Joe Romer* Construction Inspector	\$ 180.94 \$ 186.37 \$ 191.96	\$ 271.41 \$ 279.56 \$ 287.94	\$ 361.88 \$ 372.74 \$ 383.92	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 60.75 \$ 62.57 \$ 64.45	3.0% 3.0%	Not Applicable
Kelsey Little, EIT* Construction Inspector	\$ 170.43 \$ 175.54 \$ 180.81	\$ 255.64 \$ 263.31 \$ 271.21	\$ 340.86 \$ 351.08 \$ 361.61	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 57.22 \$ 58.94 \$ 60.70	3.0% 3.0%	Not Applicable
John Scott, EIT* Construction Inspector	\$ 181.51 \$ 186.95 \$ 192.56	\$ 272.26 \$ 280.43 \$ 288.84	\$ 363.02 \$ 373.91 \$ 385.12	07/01/2016 07/01/2017 07/01/2018	06/30/2017 07/01/2018 06/30/2019	\$ 60.94 \$ 62.77 \$ 64.65	3.0% 3.0%	Not Applicable
Darin Crockett* Construction Inspector	\$ 161.31 \$ 166.15	\$ 241.97 \$ 249.23	\$ 322.63 \$ 332.31	07/01/2016 07/01/2017	06/30/2017 07/01/2018	\$ 54.16 \$ 55.78	3.0%	Not Applicable

	\$	171.14	\$	256.71	\$	342.28	07/01/2018	06/30/2019	\$	57.46	3.0%	
Ron Sousa*	\$	151.28	\$	226.91	\$	302.55	07/01/2016	06/30/2017	\$	50.79		Not Applicable
Construction Inspector	\$	155.81	\$	233.72	\$	311.63	07/01/2017	07/01/2018	\$	52.31	3.0%	
	\$	160.49	\$	240.73	\$	320.98	07/01/2018	06/30/2019	\$	53.88	3.0%	
Ron Kam*	\$	175.61	\$	263.42	\$	351.22	07/01/2016	06/30/2017	\$	58.96		Not Applicable
Construction Inspector	\$	180.88	\$	271.32	\$	361.76	07/01/2017	07/01/2018	\$	60.73	3.0%	
	\$	186.31	\$	279.46	\$	372.61	07/01/2018	06/30/2019	\$	62.55	3.0%	

- 1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- 3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Consultant/Subconsultant:

Date:

IMPORTANT NOTES:

- 1) List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- 2) Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt, State Govt, and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- 3) Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- 4) Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- 5) Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- 6) Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- 7) If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- 8) If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same or

Search Returned 1 Records

Tue Jan 24 14:52:24 PST 2017

Query Criteria

Firm/DBA Name: UNICO Engineering

Firm Type: DBE

Firm ID	41342
Firm/DBA Name	UNICO ENGINEERING, INC.
Address Line1	110 BLUE RAVINE RD, SUITE 101
Address Line2	
City	FOLSOM
State	CA
Zip Code1	95630
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	cesar@unicoengineering.com
Contact Name	CESAR MONTES DE OCA
Area Code	(530)
Phone Number	903-9023
Alt Area Code	()
Alt Phone Number	
Fax Area Code	()
Fax Phone Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	03; 05; 06; 09; 31; 34; 38; 57; 58;
Districts	03; 04; 10;
DBE NAICS	541330; 541340; 541360; 541370; 541620; 541990;

ACDBE NAICS

Work Codes

C8705 DESIGN; C8770 CONSTRUCTION MANAGEMENT; C8710 ENGINEERING; C8765 DRAFTING; C8707 FEASIBILITY STUDIES; C8852 SWPPP Planning; C8733 CONSTRUCTION ENGINEERING & INSPECTION SERVICES; C8759 SURVEYING - AERIAL GEOPHYSICAL; C8715 CONSULTANT, ENGINEERING; C8713 CONSULTANT, ENVIRONMENTAL; C8773 Construction Management - Highway, Street and Bridge Construction; C8774 Construction Management - Land Subdivision; C8776 Construction Management - Other Heavy and Civil Construction; C8778 Construction Management - Water and Sewer Line and Related Structure Construction; C8781 Engineering - Hydrology; C8784 Engineering - Value; C8720 CIVIL ENGINEERING; EC Civil Engineer; LS Land Surveyor;

Licenses

Trucks

Gender

Ethnicity

Firm Type

M
HISPANIC
DBE

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | EXHIBIT 10-H COST PROPOSAL

Page 1 of 1

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant:

UNICO Engineering

Contract No.:

Date:

08/01/2016

Fringe Benefit %

0.0000%

+

Overhead %

110.0000%

+

General Administration %

=

Combined Indirect Cost Rate (ICR) %

110.0000%

FEE % =

10.0%

Escalation % =

3.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT (1.5x)	OT (2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
Cesar Montes de Oca Resident Engineer	\$ 146.69	\$ 189.22	\$ 231.76	01/01/2017	12/31/2017	\$ 63.50	3.0%	
(non-prevailing wage)	\$ 151.09	\$ 194.90	\$ 238.72	01/01/2018	12/31/2018	\$ 65.41	3.0%	
Carl Sloan Resident Engineer	\$ 155.62	\$ 200.75	\$ 245.88	01/01/2019	12/31/2019	\$ 67.37	3.0%	
(non-prevailing wage)	\$ 160.29	\$ 206.77	\$ 253.25	01/01/2020	12/31/2019	\$ 69.39	3.0%	
Justyn Webster Assistant Resident Engineer	\$ 146.69	\$ 189.22	\$ 231.76	01/01/2017	12/31/2017	\$ 63.50	3.0%	
(non-prevailing wage)	\$ 151.09	\$ 194.90	\$ 238.72	01/01/2018	12/31/2018	\$ 65.41	3.0%	
Brett Bourgeois Assistant Resident Engineer	\$ 155.62	\$ 200.75	\$ 245.88	01/01/2019	12/31/2019	\$ 67.37	3.0%	
(non-prevailing wage)	\$ 160.29	\$ 206.77	\$ 253.25	01/01/2020	12/31/2019	\$ 69.39	3.0%	
Brett Bourgeois Assistant Resident Engineer	\$ 138.60	\$ 178.79	\$ 218.99	01/01/2017	12/31/2017	\$ 60.00	3.0%	
(non-prevailing wage)	\$ 142.76	\$ 184.16	\$ 225.56	01/01/2018	12/31/2018	\$ 61.80	3.0%	
(non-prevailing wage)	\$ 147.04	\$ 189.68	\$ 232.32	01/01/2019	12/31/2019	\$ 63.65	3.0%	
(non-prevailing wage)	\$ 151.45	\$ 195.37	\$ 239.29	01/01/2020	12/31/2019	\$ 65.56	3.0%	
Brett Bourgeois Construction Inspector Group 2	\$ 138.60	\$ 178.79	\$ 218.99	01/01/2017	12/31/2017	\$ 60.00	3.0%	
(non-prevailing wage)	\$ 142.76	\$ 184.16	\$ 225.56	01/01/2018	12/31/2018	\$ 61.80	3.0%	
(non-prevailing wage)	\$ 147.04	\$ 189.68	\$ 232.32	01/01/2019	12/31/2019	\$ 63.65	3.0%	
(non-prevailing wage)	\$ 151.45	\$ 195.37	\$ 239.29	01/01/2020	12/31/2019	\$ 65.56	3.0%	
John "Kojak" Witmer Construction Inspector Group 2	\$ 127.05	\$ 163.89	\$ 200.74	01/01/2017	12/31/2017	\$ 55.00	3.0%	
(prevailing wage)	\$ 130.86	\$ 168.81	\$ 206.76	01/01/2018	12/31/2018	\$ 56.65	3.0%	
(prevailing wage)	\$ 134.79	\$ 173.88	\$ 212.96	01/01/2019	12/31/2019	\$ 58.35	3.0%	
(prevailing wage)	\$ 138.83	\$ 179.09	\$ 219.35	01/01/2020	12/31/2019	\$ 60.10	3.0%	
Michael Murtio Construction Inspector Group 2	\$ 127.05	\$ 161.35	\$ 195.66	01/01/2017	12/31/2017	\$ 55.00	3.0%	
(prevailing wage)	\$ 130.86	\$ 166.19	\$ 201.53	01/01/2018	12/31/2018	\$ 56.65	3.0%	
(prevailing wage)	\$ 134.79	\$ 171.18	\$ 207.57	01/01/2019	12/31/2019	\$ 58.35	3.0%	
(prevailing wage)	\$ 138.83	\$ 176.32	\$ 213.80	01/01/2020	12/31/2019	\$ 60.10	3.0%	
Pat Myers Construction Inspector/Electric Inspector	\$ 127.05	\$ 158.81	\$ 190.58	01/01/2017	12/31/2017	\$ 55.00	3.0%	
Group 2	\$ 130.86	\$ 163.58	\$ 196.29	01/01/2018	12/31/2018	\$ 56.65	3.0%	
(prevailing wage)	\$ 134.79	\$ 168.48	\$ 202.18	01/01/2019	12/31/2019	\$ 58.35	3.0%	
(prevailing wage)	\$ 138.83	\$ 173.54	\$ 208.25	01/01/2020	12/31/2019	\$ 60.10	3.0%	
Jodi Snyder Document Control/Labor Compliance	\$ 76.23	\$ 114.35	\$ 152.46	01/01/2017	12/31/2017	\$ 33.00	3.0%	
	\$ 78.52	\$ 117.78	\$ 157.03	01/01/2018	12/31/2018	\$ 33.99	3.0%	
	\$ 80.87	\$ 121.31	\$ 161.74	01/01/2019	12/31/2019	\$ 35.01	3.0%	
	\$ 83.30	\$ 124.95	\$ 166.60	01/01/2020	12/31/2019	\$ 36.06	3.0%	
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2019	\$ -	3.0%	



110 Blue Ravine Rd – Suite 101
Folsom, CA 95630
916-900-6623
www.unicoengineering.com

RATE SCHEDULE - 2017

CITY OF ROSEVILLE

CLASSIFICATION	HOURLY BILLING RATE
Resident Engineer	\$ 147
Assistant Resident Engineer	\$ 138
Construction Inspector	\$ 128
Electrical Inspector	\$ 128
Structural Inspector	\$ 128
Group 3 Inspector	\$ 128
Party Chief (PW)	\$ 139
Office Engineer/Document Control	\$ 77
Clerical	\$ 77
GPS Rover (\$30/hour)	
Vehicle Mileage (\$0.535/mile)	

- Reimbursement for mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Annual 3% escalation effective January 1, 2018 and every year thereafter.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.

Query Criteria

Firm/DBA Name: Argonaut Ecological Consulting, Inc

Firm Type: DBE

Firm ID	36268
Firm/DBA Name	ARGONAUT ECOLOGICAL CONSULTING, INC
Address Line1	105 E. SECOND STREET, SUITE 102
Address Line2	
City	MONROE
State	MI
Zip Code1	48161
Zip Code2	
Mailing Address Line1	2377 GOLD MEADOW WAY, SUITE 200
Mailing Address Line2	
Mailing City	GOLD RIVER
Mailing State	CA
Mailing Zip Code1	95670
Mailing Zip Code2	
Certification Type	DBE
EMail	kathy@argoconsult.net
Contact Name	KATHY KINSLAND
Area Code	(916)
Phone Number	803-1454
Extension	()
Alt Area Code	()
Alt Phone Number	
Extension	
Fax Area Code	()
Fax Phone Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	10; 20; 24; 31; 34; 39; 48; 57;
Districts	03; 04; 08; 10;
DBE NAICS	541620;

ACDBE NAICS

Work Codes	C8700 CONSULTANT, NON ENGINEERING;
Licenses	
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Argonaut Ecological Consulting, Inc.

Contract No. _____

Date 25-Jan-17

Fringe Benefit %
(= 0% if Included in OH)

+

Overhead %

+

General Administration %

=

Combined Indirect Cost Rate (ICR) %

FEE % = 0.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)	OT(2x)	From	To			
Kathy Kinsland - Senior Scientist	\$160.00	\$240.00	\$320.00	5/1/17	4/30/20			Not Applicable
P Martin/D Anderson - Field Assistant	\$110.00	\$165.00	\$220.00	5/1/17	4/30/20			Not Applicable
Meaghan Crawford - Project Support	\$90.00	\$135.00	\$180.00	5/1/17	4/30/20			Not Applicable

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

* Denote all employees subject to prevailing wage with an asterisks (*)

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Contract No.

Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Construction Testing Services, Inc.

Contract No.

Date 1/30/2017

Fringe Benefit 71.00%
 (= 0% if Included in OH)

+ Overhead 0%
 (= 0% if Included in OH)

+ General Administration 88%
 *GA Includes Overhead

=

Combined Indirect Cost Rate(ICR) 159.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)	OT(2x)	From	To			
Steel Shop & Field Welding (average bill rate)	\$118.52	\$177.78	\$237.04	7/1/2016	6/30/2017	\$41.60	0	N/A
	\$124.45	\$186.68	\$248.90	7/1/2017	6/30/2018	\$43.68	3.00%	N/A
	\$130.68	\$196.02	\$261.36	7/1/2018	6/30/2019	\$45.87	3.00%	N/A
Special Inspector (average bill rate)	\$118.52	\$177.78	\$237.04	7/1/2016	6/30/2017	\$41.60	0	N/A
	\$124.45	\$186.68	\$248.90	7/1/2017	6/30/2018	\$43.68	3.00%	N/A
	\$130.68	\$196.02	\$261.36	7/1/2018	6/30/2019	\$45.87	3.00%	N/A
Soils Inspector & Asphalt Technician (average bill rate)	\$101.03	\$151.55	\$202.06	7/1/2016	6/30/2017	\$35.46	0	N/A
	\$106.09	\$159.14	\$212.18	7/1/2017	6/30/2018	\$37.24	3.00%	N/A
	\$111.40	\$167.10	\$222.80	7/1/2018	6/30/2019	\$39.10	3.00%	N/A
Project Manager	\$130.12	\$195.18	\$260.24	7/1/2016	6/30/2017	\$51.27	0	N/A
	\$134.02	\$201.03	\$268.04	7/1/2017	6/30/2018	\$52.81	3.00%	N/A
	\$138.04	\$207.06	\$276.08	7/1/2018	6/30/2019	\$54.29	3.00%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.



**2017 FEE SCHEDULE - P12262 1/30/17
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel	\$185.00	\$118.52
Nondestructive - UT, MT, PT	\$190.00	\$118.52
Steel Visual/UT Combination	\$185.00	\$118.52
Concrete ACI	\$185.00	\$101.03
Concrete ICC	\$185.00	\$101.03
Masonry	\$185.00	\$101.03
Fireproofing	\$185.00	\$101.03
Soil Technician w/Nuclear Gauge and/or Sand Cone (<i>portal-to-portal</i>)	\$185.00	\$101.03
Roofing & Waterproofing	\$185.00	
Multi-Disciplined Inspector	\$175.00	
Specialty Inspector or where formal certification is required	\$185.00	
Field Inspector with Special Enhancement	\$185.00	
Laboratory Technician	\$185.00	
Technician Typist	\$185.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$310.00	
Geotechnical Engineer	\$260.00	
Consulting Engineer (Civil/Structural)	\$235.00	
Associate Engineer, Licensed	\$210.00	
Project Manager	\$185.00	\$130.12
Staff Engineer	\$185.00	
Field Supervision	\$160.00	
ASNT Level III	\$175.00	
Drafting	\$125.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor Proof Load Testing	\$185.00	
* Coring, 1 Person (including equipment)	\$170.00	
* Coring, 2 Persons (including equipment)	\$220.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$250.00	
Floor Flatness Testing FF/FL - Equipment Fee \$100/Day	\$250.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$30/Kit	\$250.00	ASTM F1869
Ferrosan - Equipment Fee \$100/day	\$250.00	
GPR - Equipment Fee \$100/day	\$295.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$135.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$300.00	
Welding Procedure Review (less than 48 hours notice - \$500)	\$300.00	
Welder Qualification Test	\$200.00	
DSA Interim Reports	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$300.00	
Final Letter (less than 48 hours notice - \$500)	\$300.00	
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$860.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.



BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code (portal to portal). Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum
Wireless Router/Data Card for Jobsite Internet	\$100.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$120.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$15.00/each
Weekend Sample Pickup	\$75.00/hour
Project Administration	6% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$100 + Test
Samples Made by Others: All Other Tests	\$40 + Test
Laboratory Sample Witness Fee	\$100.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$100.00

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



CONCRETE AND MASONRY TESTS

CONCRETE		Standard Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$60.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$60.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$115.00
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$50.00
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$90.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$330.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$230.00
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$230.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$110.00
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$330.00
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$80.00
Shotcrete Production Cores	ASTM C1140	\$80.00
Coefficient of Thermal Expansion	AASHTO T336	\$400.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$300.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$725.00
Cement Quality Sampling	CBC 2010	\$500.00
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$40.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$190.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$170.00
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$110.00
Density of Hydraulic Cement	ASTM C188	\$145.00
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$110.00
GFRC Pull Test	PCI	\$280.00
GFRC Flexural Test	PCI	\$280.00
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$65.00
MASONRY		
Compressive Testing of Grout (Masonry)	ASTM C1019	\$90.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$90.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$135.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$135.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$90.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$135.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$200.00
Masonry Core Shear Testing	CBC 2105A.4	\$200.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$250.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$750.00
Mortar Molds. 2" x 4". Single Use		\$90.00
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$90.00
AGGREGATES (SOILS AND CONCRETE)		
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$165.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$220.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$275.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$165.00
Evaluating Cleanliness of Coarse Aggregate	CT227	\$275.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$200.00
Unit Weight of Aggregate	CT212	\$135.00
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$160.00
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$275.00
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$250.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$250.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$250.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$400.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$300.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$300.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$200.00
Durability Index (Fine)	ASTM D3744/CT229	\$300.00
Durability Index (Coarse)	ASTM D3744/CT229	\$300.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$315.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR
Resistance of Rock to Wetting and Drying	CRD-C169	\$440.00

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$400.00
Caltrans Corrosivity Package		\$375.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR
Soils and Waters for Sulfate Content	CT417	QOR
Soils and Waters for Chloride Content	CT422	QOR
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$440.00
		\$465.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$400.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$300.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$375.00
Hydrometer Only	ASTM D422	\$400.00
pH of Soils	ASTM D4972	\$350.00
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$440.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844/CT301	\$440.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216/CT226	\$110.00
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$85.00
Expansion Index of Soils	ASTM D4829	\$300.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$410.00
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$250.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$210.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$210.00
Density of Hydraulic Cement	ASTM C188	\$190.00
Volatile Organic Content	EPA 8260B	QOR
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Xylenes, %SS	EPA 8015B	QOR
ICP Metals Concentration	EPA 6020	QOR
pH	EPA 9045D	\$400.00
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR
Chromium Soluble	EPA 7196A	QOR
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$200.00
Universal Soil Classification System (USCS) Test	ASTM D2487	\$220.00
California Bearing Ratio Test	ASTM D1883	\$275.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$140.00
ASPHALT		
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$550.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$200.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$200.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$750.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	QOR
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$300.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$750.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	\$300.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR
Swell of Bituminous Mixtures	CT305	\$275.00
		\$700.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)	ASTM D1461/CT307	
	CT366	\$275.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$300.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$300.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370	\$300.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$2,500.00
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$200.00

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



MATERIALS MECHANICAL TESTS		Standard Rate/Each
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$350.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$150.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$350.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$350.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$250.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$275.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$330.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$330.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$200.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$395.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$110.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$250.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$250.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$275.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$275.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$250.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$250.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$200.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$750.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,100.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$200.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$55.00

CONTACT INFORMATION

Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
Peninsula: One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Sacramento: 4770 Duckhorn Drive • Sacramento, CA 95834 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

WRECO

1243 ALPINE ROAD SUITE 108
WALNUT CREEK, CA 94596

Owner: HAN-BIN LIANG

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- | | |
|---|---|
| * 541330 Engineering Services | 541519 Other Computer Related Services |
| 541340 Drafting Services | 541618 Other Management Consulting Services |
| 541490 Other Specialized Design Services | 541512 Computer Systems Design Services |
| 541690 Other Scientific and Technical Consulting Services | |

Licenses

CERTIFYING AGENCY:

BAY AREA RAPID TRANSIT DISTRICT (BART)
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612 0000

(510) 464-7580

UCP Firm Number : 30066


CUCP OFFICER

July 21, 2008

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

WRECO 71.47% + Overhead % 27.74 % + General Administration % 35.76% = 134.97% Combined Indirect Cost Rate (ICR) %

Fringe Benefit %
 (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or Avg hourly rate ³	% or \$ increase	Hourly range - for classifications only
Han-Bin Liang Principal Engineer	\$241.69	N/A	N/A	1/1/2017	12/31/2017	\$93.51		
	\$248.94	N/A	N/A	1/1/2018	12/31/2018	\$96.32	3.00%	Not Applicable
	\$256.41	N/A	N/A	1/1/2019	12/31/2019	\$99.20	3.00%	
Robert Lawrence Senior Geotechnical Engineer	\$176.79	N/A	N/A	1/1/2017	12/31/2017	\$68.40		
	\$182.10	N/A	N/A	1/1/2018	12/31/2018	\$70.45	3.00%	Not Applicable
	\$187.56	N/A	N/A	1/1/2019	12/31/2019	\$72.57	3.00%	
Raymond Downes Laboratory Manager	\$86.74	N/A	N/A	1/1/2017	12/31/2017	\$33.56		
	\$89.34	N/A	N/A	1/1/2018	12/31/2018	\$34.57	3.00%	Not Applicable
	\$92.02	N/A	N/A	1/1/2019	12/31/2019	\$35.60	3.00%	
Supervising Engineer	\$200.00	N/A	N/A	1/1/2017	12/31/2017	\$77.38		\$67.71 - \$87.05
	\$206.00	N/A	N/A	1/1/2018	12/31/2018	\$79.70	3.00%	\$69.74 - \$89.66
	\$212.18	N/A	N/A	1/1/2019	12/31/2019	\$82.09	3.00%	\$71.83 - \$92.35
Senior Engineer	\$147.51	\$147.51	\$147.51	1/1/2017	12/31/2017	\$57.07		\$46.43 - \$67.71
	\$151.93	\$151.93	\$151.93	1/1/2018	12/31/2018	\$58.78	3.00%	\$47.82 - \$69.74
	\$156.49	\$156.49	\$156.49	1/1/2019	12/31/2019	\$60.55	3.00%	\$49.26 - \$71.83
Associate Engineer	\$105.00	\$105.00	\$105.00	1/1/2017	12/31/2017	\$40.63		\$34.82 - \$46.43
	\$108.15	\$108.15	\$108.15	1/1/2018	12/31/2018	\$41.84	3.00%	\$35.86 - \$47.82
	\$111.40	\$111.40	\$111.40	1/1/2019	12/31/2019	\$43.10	3.00%	\$36.94 - \$49.26
Staff Engineer	\$80.00	\$80.00	\$80.00	1/1/2017	12/31/2017	\$30.95		\$27.08 - \$34.82
	\$82.40	\$82.40	\$82.40	1/1/2018	12/31/2018	\$31.88	3.00%	\$27.89 - \$35.86
	\$84.87	\$84.87	\$84.87	1/1/2019	12/31/2019	\$32.83	3.00%	\$28.73 - \$36.94
Senior Geotechnical Engineer	\$175.00	\$175.00	\$175.00	1/1/2017	12/31/2017	\$67.71		\$58.03 - \$77.38
	\$180.24	\$180.24	\$180.24	1/1/2018	12/31/2018	\$69.74	3.00%	\$59.77 - \$79.70
	\$185.65	\$185.65	\$185.65	1/1/2019	12/31/2019	\$71.83	3.00%	\$61.56 - \$82.09

Associate Geotechnical Engineer	\$135.00	\$135.00	\$135.00	\$135.00	1/1/2017	12/31/2017	\$52.23		\$46.43 -	\$58.03
	\$139.05	\$139.05	\$139.05	\$139.05	1/1/2018	12/31/2018	\$53.80	3.00%	\$47.82 -	\$59.77
	\$143.22	\$143.22	\$143.22	\$143.22	1/1/2019	12/31/2019	\$55.41	3.00%	\$49.26 -	\$61.56
Staff Geotechnical Engineer	\$100.00	\$100.00	\$100.00	\$100.00	1/1/2017	12/31/2017	\$38.69		\$30.95 -	\$46.43
	\$103.00	\$103.00	\$103.00	\$103.00	1/1/2018	12/31/2018	\$39.85	3.00%	\$31.88 -	\$47.82
	\$106.09	\$106.09	\$106.09	\$106.09	1/1/2019	12/31/2019	\$41.05	3.00%	\$32.83 -	\$49.26
Senior Geologist	\$150.00	\$150.00	\$150.00	\$150.00	1/1/2017	12/31/2017	\$58.04		\$46.43 -	\$69.64
	\$154.50	\$154.50	\$154.50	\$154.50	1/1/2018	12/31/2018	\$59.78	3.00%	\$47.82 -	\$71.73
	\$159.14	\$159.14	\$159.14	\$159.14	1/1/2019	12/31/2019	\$61.57	3.00%	\$49.26 -	\$73.88
Associate Geologist	\$105.00	\$105.00	\$105.00	\$105.00	1/1/2017	12/31/2017	\$40.63		\$34.82 -	\$46.43
	\$108.15	\$108.15	\$108.15	\$108.15	1/1/2018	12/31/2018	\$41.84	3.00%	\$35.86 -	\$47.82
	\$111.40	\$111.40	\$111.40	\$111.40	1/1/2019	12/31/2019	\$43.10	3.00%	\$36.94 -	\$49.26
Staff Geologist	\$80.00	\$80.00	\$80.00	\$80.00	1/1/2017	12/31/2017	\$30.95		\$27.08 -	\$34.82
	\$82.40	\$82.40	\$82.40	\$82.40	1/1/2018	12/31/2018	\$31.88	3.00%	\$27.89 -	\$35.86
	\$84.87	\$84.87	\$84.87	\$84.87	1/1/2019	12/31/2019	\$32.83	3.00%	\$28.73 -	\$36.94
Senior Technician	\$87.50	\$87.50	\$87.50	\$87.50	1/1/2017	12/31/2017	\$33.86		\$29.02 -	\$38.69
	\$90.13	\$90.13	\$90.13	\$90.13	1/1/2018	12/31/2018	\$34.87	3.00%	\$29.89 -	\$39.85
	\$92.83	\$92.83	\$92.83	\$92.83	1/1/2019	12/31/2019	\$35.92	3.00%	\$30.79 -	\$41.05
Field Inspector*	\$91.55	\$91.55	\$91.55	\$91.55	1/1/2017	12/31/2017	\$35.42		Per DIR	
	\$94.30	\$94.30	\$94.30	\$94.30	1/1/2018	12/31/2018	\$36.48	3.00%		
	\$97.12	\$97.12	\$97.12	\$97.12	1/1/2019	12/31/2019	\$37.58	3.00%		
Clerical/Tech Editor	\$74.99	\$74.99	\$74.99	\$74.99	1/1/2017	12/31/2017	\$29.02		\$23.21 -	\$34.82
	\$77.24	\$77.24	\$77.24	\$77.24	1/1/2018	12/31/2018	\$29.89	3.00%	\$23.91 -	\$35.86
	\$79.56	\$79.56	\$79.56	\$79.56	1/1/2019	12/31/2019	\$30.78	3.00%	\$24.62 -	\$36.94

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

* Denote all employees subject to prevailing wage with an asterisks (*)

* For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

WRECO

Contract No. _____

Date 2/1/2017

SCHEDULE OF OTHER DIRECT COST ITEMS									
PRIME CONSULTANT			SUBCONSULTANT #1			SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	TOTAL
Special Tooling			\$0	Special Tooling				Special Tooling	\$0
A.			\$0	A. ADL Analytical Testing		Actual		A.	\$0
B.			\$0	B. Drilling		Actual		B.	\$0
C.			\$0	C. Laboratory Testing		Actual		C.	\$0
Travel			\$0	Travel				Travel	\$0
A.			\$0	A. Personal V	MILES	IRS Rate		A.	\$0
B.			\$0	B. Rental Veh	EA	Actual		B.	
C.			\$0	C. Per Diem	EA	IRS Rate		C.	
				Printing and Reproductions					
				A. Outside Re	EA	Actual		C.	\$0
				Project Specific Delivery Services					\$0
				A. Overnight and Courier Services	EA	Actual			\$0
									\$0
PRIME TOTAL ODCs =		\$0		SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =	
							\$0		

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

HOURLY RATE SCHEDULE

Effective January 1, 2017

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Engineer	\$ 225.00	\$ 250.00	Senior Geotech	\$ 150.00	\$ 200.00
Supervising Engineer II	\$ 200.00	\$ 225.00	Associate Geotech	\$ 120.00	\$ 150.00
Supervising Engineer I	\$ 180.00	\$ 200.00	Staff Geotech	\$ 80.00	\$ 120.00
Senior Engineer II	\$ 150.00	\$ 180.00	Senior Geologist	\$ 120.00	\$ 180.00
Senior Engineer I	\$ 120.00	\$ 150.00	Associate Geologist	\$ 90.00	\$ 120.00
Associate Engineer II	\$ 105.00	\$ 120.00	Staff Geologist	\$ 70.00	\$ 90.00
Associate Engineer I	\$ 90.00	\$ 105.00	Senior Env. Scientist	\$ 120.00	\$ 180.00
Staff Engineer II	\$ 80.00	\$ 90.00	Associate Env. Scientist	\$ 90.00	\$ 120.00
Staff Engineer I	\$ 70.00	\$ 80.00	Staff Env. Scientist	\$ 70.00	\$ 90.00
Senior Biologist	\$ 120.00	\$ 180.00	Senior Technician	\$ 75.00	\$ 100.00
Associate Biologist	\$ 90.00	\$ 120.00	Technician	\$ 50.00	\$ 75.00
Staff Biologist	\$ 70.00	\$ 90.00	Senior Inspector	\$ 75.00	\$ 100.00
Clerical / Tech Editor	\$ 60.00	\$ 90.00	Staff Inspector	\$ 50.00	\$ 75.00

- Expenses are invoiced at 110% of cost.
- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2018.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.535 per mile) or as otherwise specified in contract.





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SCHEDULE OF LABORATORY FEES

Effective January 1, 2017

Construction Management Personnel

Soils/Concrete/Asphalt Technician	\$95/hour
Nuclear Density Gauge	\$140/day
Field Vehicle	\$140/day
Sample pickup	\$150/trip
Senior Engineer	\$185/hour
Construction Services Manager	\$130/hour
Administrative	\$80/hour

Laboratory Testing

Test Method

Moisture Content	T 265	D 2216	CT226	\$ 35
Unit Weight/Moisture Content		D2937		\$ 65
Sieve Analysis of Soils/Aggregate	T27	D6913	CT202	\$ 170
Particle Size Analysis by Hydrometer (includes sieve)	T88	D422	CT203	\$ 250
Percentage of Soils Finer than No. 200 Sieve	T11	D1140	CT202	\$ 110
Atterberg Limits (Plasticity Index)	T89/90	D4318	CT204	\$ 240
Specific Gravity of Soils	T100	D854	CT209	\$ 125
Sand Equivalent	T176	D2419	CT217	\$ 140
Maximum Density (Standard/Modified Proctor, Caltrans)	T99/180	D698/1557	CT216	\$ 285
Modified Proctor- Method C (6 inch mold)	T180	D1557		\$ 305
Cleanliness of coarse aggregate			CT227	\$ 190
Durability Index	T210	D3744	CT229	\$ 220
Crushed Particles/Fractured Faces		D5821	CT205	\$ 175
LA Rattler Abrasion Test		C131	CT211	\$ 185
Flat/Elongated Particles in Coarse Aggregate		D4791		\$ 225
Fine Aggregate Angularity	T304	C1252	CT234	\$ 185
Corrosivity of Soil (chloride, sulfate, pH, min. resistivity)				\$ 122
Resistance (R) Value- Soil/Aggregate Base		D2844	CT301	\$ 355
Concrete Compressive Strength Testing		C39		\$ 32
Reinforcing Steel Testing (bend & tensile, #11 or smaller)				\$ 100
Bulk Specific Gravity of Compacted Asphalt Core		D1188	CT308A	\$ 70
Lab Tested Max. Density: HVEEM, 3 briquettes		D1561	CT304	\$ 200
HVEEM Stabilometer Test: 3 briquettes		D1560	CT366	\$ 200
Maximum Theoretical Specific Gravity of Asphalt		D2041	CT309	\$ 150
Marshall Mix Design (excluding aggregate testing)				\$3,000

- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2018.
- If the testing services are not listed on the table above, please inquire for specific method rates.



01/01/2017 12/31/2017
01/01/2018 12/31/2018
01/01/2019 12/31/2019
01/01/2020 12/31/2020

CITY OF ROSEVILLE ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | EXHIBIT 10-H COST PROPOSAL

Page 1 of 1

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant:

Twining, Inc.

Contract No.:

Date: 01/30/2017

Fringe Benefit %

70.3900%

+

Overhead %

41.8800%

+

General Administration %

5.0000%

=

Combined Indirect Cost Rate (ICR) %

117.2700%

FEE % =

10.0%

Escalation % =

3.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To		
Joshua Noegel Project Manager (<i>exempt</i>) (non-prevailing wage)	\$ 136.06	\$ 136.06	\$ 136.06	01/01/2017	12/31/2017	\$ 56.93	Not Applicable
	\$ 140.14	\$ 140.14	\$ 140.14	01/01/2018	12/31/2018	\$ 58.64	3%
	\$ 144.35	\$ 144.35	\$ 144.35	01/01/2019	12/31/2019	\$ 60.40	3%
	\$ 148.68	\$ 148.68	\$ 148.68	01/01/2020	12/31/2020	\$ 62.21	3%
Project Engineer (<i>exempt</i>) (non-prevailing wage)	\$ 109.15	\$ 109.15	\$ 109.15	01/01/2017	12/31/2017	\$ 45.67	Not Applicable
	\$ 112.42	\$ 112.42	\$ 112.42	01/01/2018	12/31/2018	\$ 47.04	3%
	\$ 115.80	\$ 115.80	\$ 115.80	01/01/2019	12/31/2019	\$ 48.45	3%
	\$ 119.27	\$ 119.27	\$ 119.27	01/01/2020	12/31/2020	\$ 49.90	3%
Group 2 Special Inspector (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 112.44	\$ 145.04	\$ 171.60	01/01/2017	12/31/2017	\$ 69.59	Not Applicable
	\$ 115.81	\$ 149.39	\$ 176.75	01/01/2018	12/31/2018	\$ 71.68	3.0%
	\$ 119.28	\$ 153.87	\$ 182.05	01/01/2019	12/31/2019	\$ 73.83	3.0%
	\$ 122.86	\$ 158.49	\$ 187.51	01/01/2020	12/31/2020	\$ 76.04	3.0%
Group 3 Materials Tester (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 102.51	\$ 130.19	\$ 152.50	01/01/2017	12/31/2017	\$ 63.45	Not Applicable
	\$ 105.59	\$ 134.10	\$ 157.07	01/01/2018	12/31/2018	\$ 65.35	3.0%
	\$ 108.76	\$ 138.12	\$ 161.79	01/01/2019	12/31/2019	\$ 67.31	3.0%
	\$ 112.02	\$ 142.27	\$ 166.64	01/01/2020	12/31/2020	\$ 69.33	3.0%
Group 4 ACI Technician (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 94.06	\$ 117.58	\$ 136.29	01/01/2017	12/31/2017	\$ 58.22	Not Applicable
	\$ 96.89	\$ 121.11	\$ 140.38	01/01/2018	12/31/2018	\$ 59.97	3.0%
	\$ 99.79	\$ 124.74	\$ 144.59	01/01/2019	12/31/2019	\$ 61.77	3.0%
	\$ 102.79	\$ 128.48	\$ 148.93	01/01/2020	12/31/2020	\$ 63.62	3.0%
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	Not Applicable
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%
	\$ -	\$ -	\$ -	01/01/2020	12/31/2020	\$ -	3.0%

1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.

3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisks (*)
- * For "Other Direct Cost" listing, see page 2 of this Exhibit



Schedule of Fees - Prevailing Wage

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	
10001	Principal Engineer/Geologist	
10017	Metallurgical Engineer	
70000	Registered Geotechnical Engineer	
10010	Technical Advisor	
10011	Material Scientist, Welding/NDT Consultant	
70003	Registered Geologist/Certified Engineering Geologist	
10003	Senior Engineer/Geologist	
10009	Registered Civil Engineer	\$ 155.00
60003	Roofing/Waterproofing Consultant	
10013	Project Engineer/Manager	\$ 136.06
30000	Quality Control Manager	
10005	Senior Staff Engineer/Geologist	
10007	Staff Engineer	\$ 109.15
10015	Quality Control Administrator	
10019	Metallurgical Technician	
90001	CADD Operator/Draftsperson	
70107	Field Supervisor/Safety Manager	
20000	Laboratory Manager	
98000	Laboratory Technician	
90005	Expert Witness Testimony	
91010	Qualified SWPPP Developer	
91000	Qualified SWPPP Practitioner	
Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 119.28
10103	Prestressed/Post Tensioned Inspector	\$ 119.28
10105	Concrete ICC Inspector	\$ 119.28
10109	Drilled-In-Anchor Inspector	\$ 119.28
10111	Gunite/Shotcrete Inspector	\$ 119.28
10113	Masonry Inspector	\$ 119.28
10201	Structural Steel/Welding Inspector	\$ 119.28
10203	Certified Welding Inspector	\$ 119.28
10207	Fireproofing Inspector	\$ 119.28
10501	Lead Inspector	\$ 99.00
75001	Asphalt Field and Plant Inspector/Technician	\$ 102.51
70103	Pile Driving Inspector	\$ 108.76
70101	Soils Technician	\$ 108.76
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 99.79
60001	Roofing/Waterproofing Inspector	\$ 119.28
10515	Mechanical Inspector	\$ 119.28
10519	Electrical Inspector	\$ 119.28
10521	Plumbing Inspector	\$ 119.28
10523	Building Inspector	\$ 119.28
50003	Field Engineering Technician	\$ 99.79
Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 112.44
10309	Batch Plant Quality Control Technician/Inspector	\$ 112.44
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-cast concrete/Pipe Fabrication Inspector	\$ 112.44

Task Code	Non-Destructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 119.28
10403	NDE Magnetic Particle Testing Technician	\$ 119.28
10405	NDE Dye Penetrant Testing Technician	\$ 119.28
10305	Combination NDE Technician/Welding Inspector	\$ 119.28
Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 40.00
95309	Torque Wrench, Small	\$ 15.00
95312	Torque Wrench, Large	\$ 25.00
95315	Torque Multiplier	\$ 40.00
95321	Air Meter	\$ 20.00
95324	Brass Mold	\$ 20.00
95343	Nuclear Gauge (Per Hour)	\$ 9.00
95333	Pull Test Equipment	\$ 60.00
95348	Concrete/Asphalt Coring Equipment (Per hour)	\$ 120.00
95327	Pachometer	\$ 55.00
95336	Floor Flatness (Dipstick)	\$ 45.00
95330	Schmidt Hammer	\$ 20.00
95341	Vapor Emission Test Kits	\$ 30.00
95342	Relative Humidity Probe	\$ 45.00
95339	V-Meter	\$ 100.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 20.00
95300	A Scan Ultrasonic Equipment and Consumables	\$ 65.00
95303	Magnetic Particle Equipment and Consumables	\$ 30.00
95306	Liquid Penetrant Consumables	\$ 25.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 50.00
95347	Ground Penetrating Radar (Per Hour)	\$ 50.00
95345	Impact Echo	\$ 280.00
95359	California Pavement Profilograph (Per Hour)	\$ 115.00
95349	Inertial Profiler (Per Hour)	\$ 250.00
95357	Project Dedicated Vehicle	\$ 75.00
Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 25.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ 25.00
20103/	Oversize Sample: Masonry Prisms, Shotcrete Panels,	\$ 40.00
20104	Flexural Beams (Each)	
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 75.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m., or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 98.00
Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid set concrete (per shift not exceeding 12 hours) All others by quotation	\$ 375.00



Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 40.00
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 75.00
20205	Core Compression including Trimming (ASTM C42)	\$ 60.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 90.00
20208	6" x 6" x 30" Flexural Beams (CTM 523)	\$ 110.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 100.00
20211	Modulus of Elasticity Test (ASTM C469)	\$ 150.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 450.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 350.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 700.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 500.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 25.00
20157	Coring of Specimens in Lab (Each)	\$ 25.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 45.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 85.00
30221	6" x 6" x 30" Flexural Beams Made and Tested in Laboratory (ASTM C192, C293)	\$ 95.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 100.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 156.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 86.00
30201	Laboratory Trial Batch (ASTM C192)	\$ 450.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192)	\$ 800.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 450.00
30230	Additional Reading, Per Set of Three Bars	\$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 125.00
30209	Bleeding (ASTM C232)	\$ 125.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 475.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C109, C942)	\$ 400.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 450.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 700.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 4,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,100.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80120	Chemical Analysis for Water Soluble Sulfates (ASTM C114) (includes sample prep)	\$ 130.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete, continued	Rate
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)	\$ 130.00
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 140.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,000.00
80129	Petrographic Examination of Hardened Concrete (ASTM 856)	Quotation

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,000.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 500.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 6 months	\$ 2,000.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 12 months	\$ 2,200.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 550.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 530.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,000.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 185.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 195.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM204)	\$ 150.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 650.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 2,950.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 130.00
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 175.00
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 175.00
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	\$ 175.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ 245.00



Task Code	Soils and Aggregate Tests, continued	Rate
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (CTM 229, ASTM D3744)	\$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 160.00
75004	Fine Aggregate Angularity (AASHTO T304, ASTM C1252, CTM 234)	\$ 185.00
30507	Flat and Elongated Particle (ASTM D4791)	\$ 225.00
30508	Flat or Elongated Particle (ASTM D4791)	\$ 195.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 250.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 250.00
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 225.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ 295.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 90.00
70343	Permeability (ASTM D5084)	\$ 250.00
80001	Potential Reactivity: Chemical Method (ASTM C289)	\$ 475.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 750.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 800.00
70398	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 12 month	\$ 2,400.00
70399	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 24 month	\$ 2,600.00
70397	Potential Reactivity of Aggregate Combination, 14-Day Exposure, Mortar (ASTM C1567)	\$ 900.00
70392	Potential Reactivity of Aggregate Combination, 28-Day Exposure, Mortar (ASTM C1567)	\$ 950.00
70345	R-Value: Soil (ASTM D2844, CTM 301)	\$ 325.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 355.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203)	\$ 225.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203)	\$ 215.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 140.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 105.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 215.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 210.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C89)	\$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 185.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 105.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 135.00

Task Code	Soils and Aggregate Tests, continued	Rate
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 80.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 80.00
Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 125.00
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 175.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (CTM 308C and ASTM D2726)	\$ 45.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (CTM 308A and ASTM D1188)	\$ 70.00
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 150.00
75024	Extraction: % Bitumen (CTM 382, ASTM D6307)	\$ 155.00
75027	Extraction: % Bitumen and Gradation (CTM 382, CTM 202, ASTM D6307, ASTM D5444)	\$ 200.00
75028	Extraction: % Bitumen, Correction Factor (CTM 382, ASTM D6307)	\$ 325.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 245.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (CTM 304, CTM 308, ASTM D1561, ASTM D1188)	\$ 200.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (CTM 304, CTM 386, ASTM D1560, ASTM D1561)	\$ 200.00
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, ASTM D2726)	\$ 200.00
75049	Lab Tested Maximum Density: Marshall, 6" Specimen, 3 briquettes (ASTM D5581, ASTM D2726)	\$ 215.00
75050	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, SSD, 1 briquette (ASTM D6925, ASTM D2726)	\$ 75.00
75052	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, Paraffin, 1 briquette (ASTM D6925, ASTM D1188)	\$ 85.00
75051	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041)	\$ 150.00
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 75.00
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, ASTM D6927)	\$ 200.00
75106	Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D6925, ASTM D5581)	\$ 225.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 215.00
75063	Moisture Content (CTM 370)	\$ 85.00
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 150.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 3,300.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 3,550.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 4,200.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 4,300.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 3,300.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 3,550.00
75083	Open Grade Asphalt Concrete Mix Design (CTM 368, ASTM D7064)	\$ 1,350.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 4,770.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 6,090.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 6,200.00



Task Code	Asphalt Concrete Tests, continued	Rate
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 5,590.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4867)	\$ 900.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,500.00
75116	Hamburg Wheel Track Test, 25,000 passes, 4 briquettes (AASHTO T324)	\$ 1,500.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 200.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 325.00
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 275.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 9,500.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural (5 Required Per ASTM)	\$ 45.00
20303	Compression Strength (3 Required Per ASTM)	\$ 45.00
20305	Absorption: 5 Hour or 24 Hour (5 Required)	\$ 50.00
20307	Absorption (Boil): 1, 2 or 5 Hours (5 Required)	\$ 60.00
20309	Initial Rate of Absorption (5 Required)	\$ 40.00
20311	Efflorescence (5 Required)	\$ 60.00
20313	Cores: Compression	\$ 55.00
20315	Shear Test on Brick Cores: 2 Faces	\$ 80.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression (3 Required Per ASTM)	\$ 50.00
20323	Absorption/Moisture Content/Oven Dry Density (3 Required Per ASTM)	\$ 80.00
20327	Linear Shrinkage (ASTM C426)	\$ 200.00
20335	Web and Face Shell Measurements	\$ 40.00
20329	Tension Test	\$ 150.00
20331	Core Compression	\$ 55.00
20333	Shear Test of Masonry Cores: 2 Faces	\$ 75.00
20339	Efflorescence Tests (3 Required)	\$ 40.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 185.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 245.00
20346	Prism Cord Modulus of Elasticity	\$ 505.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 630.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 30.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C119)	\$ 32.00
20355	Compression: 2" Cubes (ASTM C109)	\$ 30.00
20357	Compression: Cores (ASTM C42)	\$ 55.00

Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 45.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (Per Sample) (ASTM E605)	\$ 60.00

Task Code	Guniting and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 55.00
20363	Compression: 6" x 12" Cylinders	\$ 32.00
20365	Compression: Cubes (Includes Saw Cutting)	\$ 74.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 39.00
20373	Air Dry Density (ASTM C472)	\$ 30.00
20379	Oven Dry Density (ASTM C495)	\$ 55.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 52.00
20503	Bend Test: # 11 or Smaller	\$ 46.00
20504	Bend Test #14 or #18	\$ 300.00
20505	Tensile Test: # 14	\$ 200.00
20507	Tensile Test: # 18	\$ 300.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 62.00
20523	Tensile Test: Welded/Coupled #14	\$ 220.00
20525	Tensile Test: Welded/Coupled #18	\$ 320.00
20529	Weld: Macroetch	\$ 65.00
20531	Slippage Test - Caltrans (CTM 670)	\$ 175.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 50.00
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 55.00
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 65.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 110.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 300.00
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 150.00
20545	Weld: Macroetch	\$ 65.00
20547	Weld: Fracture	\$ 30.00
20615	Bend Test	\$ 46.00
20617	Flattening Test	\$ 55.00
20619	Brinell and Rockwell Hardness Test (ASTM E18) (Per Test)	\$ 72.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 40.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 55.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 60.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 75.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 65.00
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 85.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 45.00
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 65.00
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 135.00
80173	Weight of Galvanized Coating (ASTM A90)	\$ 75.00



Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 80.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 40.00
20755	Machine to Test Configuration: Milled Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 55.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 110.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 72.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature, per sample (Average of 3 Samples Typically Required)	\$ 80.00
20623	Charpy Impact Reduced Temperature, per sample (Average of 3 Samples Typically Required)	\$ 100.00

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereafter) (Average of 3 Samples Typically Required)	\$ 72.00
20783	Final Machining to Sample Configuration (Average of 3 Samples Typically Required)	\$ 82.00

Task Code	Prestressing Wires and Tendons, ASTM A416	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 170.00
20703	Tensile Test Only	\$ 125.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/batch/direction (ASTM D3039)	\$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	\$ 250.00
20708	Heating Chamber Time – Per 24 hr period (ASTM D3039)	\$ 85.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 250.00

Ceramic Tile Testing Division

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Cyclic and Fatigue Testing Programs on Special Products/Parts Quotation

Engineering and Technical supports/Design of Prototypes and Special Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732) Quotation
Field Testing of Structures and Structural Elements Quotation
In-Place Shear Testing Quotation
Materials and/or Product Evaluation Per Specifications Quotation
Structural Dynamic Testing and Durability Analysis Quotation

General Conditions

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 5%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
4-Hour Minimum: 1 to 4 hours of inspection
8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$6.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the overtime rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and overtime for all hours thereafter.



General Conditions, continued

Travel Time and Mileage

For projects outside a 50-mile radius from the jobsite Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Saturday Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that Saturday pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on Saturday in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for Saturday work will apply when this is required. Should these charges not be authorized then Twining will not be responsible for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food and lodging, etc. will be charged at cost plus 15% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a for fee service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements and desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$100.00/month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (APR 18%).

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Specimen Disposal

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle due to size or weight.

RESOLUTION NO. 17-164

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR CONSTRUCTION CONTROL CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding on-call construction resident engineer and inspection services, by and between the City of Roseville and HDR Construction Control Corporation, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Construction Resident Engineer and Inspection Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and HDR Construction
Control Corporation, a Nebraska corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-call construction
resident engineer and inspection services; and

WHEREAS, CONSULTANT has prepared a proposal dated February 15, 2017, 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. Term. The term of this Agreement shall be three (3) years. CITY may, in its sole
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.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one million, five hundred thousand dollars (\$1,500,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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 Wage. CONSULTANT shall comply with all applicable prevailing wage laws, including, but not limited to, any and all applicable federal prevailing wage requirements for task agreements that utilize federal funds. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code CONSULTANT shall forfeit as a penalty to CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by CONSULTANT or by any subcontractor under CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address:

<http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that certain tasks may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. Time is of the Essence. Time is of the essence of this Agreement.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT 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.

14. 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.

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

16. Copyright, Ownership and Use of Materials. All tangible 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.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

20. Severability. If any of the provisions contained in this Agreement 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.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Greg Zeiss
Project Manager
2365 Iron Point Way, Suite 300
Folsom, CA 95630

Either party may amend its address for notice by giving notice to the other party in writing.

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

23. Construction Procedures. CONSULTANT's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

HDR CONSTRUCTION CONTROL
CORPORATION, a Nebraska corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
its: Vice President
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Construction Control Corporation, a Nebraska corporation, and that, as such, has custody of the minute books of the Corporation, and that, by agreement of the Board of Directors dated April 27, 2017, the following resolution was unanimously adopted:

"RESOLVED, that effective immediately and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, Jason Albert Tom, Vice President, is hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation"

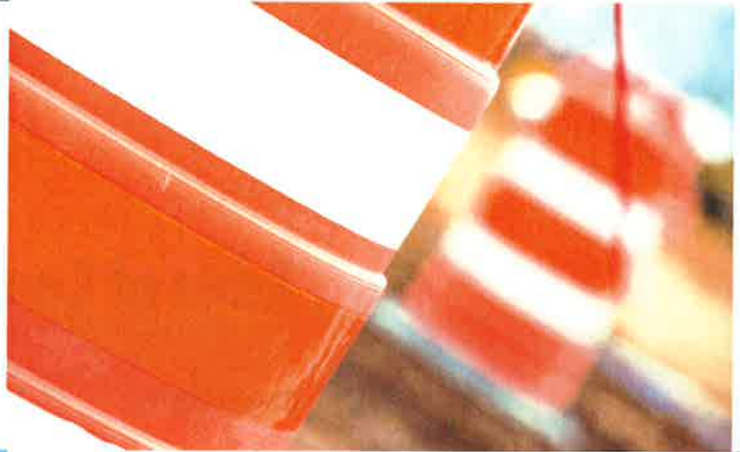
The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED May 3, 2017



Bonnie J. Kudron
Bonnie J. Kudron, Asst. Secretary

EXHIBIT “A”



Proposal

On-call Construction Resident Engineer & Inspection Services

City of Roseville, California

February 15, 2017



& Special Inspection Firms:

ENGEO Incorporated

Twining, Inc.

Construction Testing Services, Inc.





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Appendix

Resumes



February 15, 2017

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

RE: **On-call Construction Resident Engineer and Inspection Services**

Dear Selection Panel:

The City of Roseville's Capital Improvement Program has several pavement maintenance and capital improvement projects anticipated over the next few years with local, state and federal funding. HDR Construction Control Corporation (HDR) is prepared to augment your resources with qualified personnel and/or teams to manage smooth-running construction projects. Our team members are fortunate to have served you on 17 previous Roseville projects. Our team brings a staff of leading construction professionals with the expertise and commitment to meet the technical and schedule challenges of this contract and help support your continued history of providing a safe, efficient, cost-effective roadway system to the public.

Greg Zeiss, PE, QSD, Project Manager will work closely with you to make each project assignment a success. Since 1996, Greg has provided construction management (CM) services on over \$35M in City of Roseville infrastructure projects – including managing CM On-calls from 2013-2016. He takes a proactive management approach and personally tackles tough issues to minimize disruption to City staff involved in day-to-day project management.

Greg is supported by a highly qualified HDR team of resident engineers and inspectors. Our team includes staff resources from **UNICO Engineering, Inc.**, a DBE-certified subconsultant and the specialty inspection firms of **ENGEO, Inc.**, **Twining, Inc.** and **Construction Testing Services, Inc.** We will utilize UNICO's services to achieve the 14% DBE goal. Our comprehensive team addresses all service areas identified in your RFP.

Key points regarding our team:

- **Recent, relevant City of Roseville construction expertise to successfully and efficiently complete construction assignments.** Our experience and proven solutions on past On-call CM contracts solidify our understanding of the staffing and scheduling commitments needed to successfully complete your projects. Sixteen of our team members have provided CM or inspection services on City of Roseville projects over the last 20 years.

hdrinc.com

2365 Iron Point Way, Suite 300, Folsom, CA 95630
T 916.817.4700 F 916.817.4747

- **Committed and dedicated Project Manager.** Through his 20-year relationship with you, Greg Zeiss has a proven track record of following through on his commitments to the City and a continuous history of successful project delivery.
- **Highly qualified subconsultants with a commitment to quality.** We promote small-business success and subconsultant development. Thus, our team is strategically supported and complemented by four subconsultant firms including a DBE who has worked on numerous City of Roseville projects. Our team's success reflects high-quality staff working together.
- **Personnel depth to strengthen your project teams.** Locally, our team provides you with a resource pool of 26 qualified individuals with a broad range of experience and technical understanding. We have experience and knowledge administering people and projects adhering to your construction processes and procedures.
- **Expert knowledge of state and Federal Highway Administration (FHWA) funding compliance.** Greg is proficient in Caltrans Local Assistance Construction Administration Procedures. He served as an instructor for the 2014-2015 Caltrans Local Assistance Statewide Resident Engineers Academy. Greg used his federal compliance knowledge to teach the same administration procedures required for your publicly funded projects.
- **Local Experience on Federal Transit Administration (FTA) funded projects.** Our FTA Specialist, Jim Hecht, PE, is an expert in administration of FTA funds. His experience includes three Sacramento Regional Transit projects in the last 10 years, including a Park-and-Ride and Bus Transfer Facility.

We are committed to the success of the contracts we work under and we understand the significance of delivering high quality projects. We sincerely believe the HDR team brings the best possible people who will provide the ideal interface for the City of Roseville. We look forward to introducing our team and further discussing our knowledge and experience with you. **HDR will perform the services and adhere to the requirements described in the RFP, including Addendum No. 1 dated January 5, 2017; Addendum No. 2 dated January 13, 2017; and Addendum No. 3 dated January 31, 2017.** We express interest in continuing to work with you through this contract. Should you have any questions, please do not hesitate to contact our Project Manager, Greg Zeiss.

Sincerely,

HDR Construction Control Corporation



Graham Sharpe, PE
Vice President



Greg Zeiss, PE, QSD
Project Manager

HDR CONTACT:

Greg Zeiss, PE, QSD
Project Manager
(916) 367-8059 phone
(916) 817-4747 fax
greg.zeiss@hdrinc.com

MAILING ADDRESS:

HDR Construction
Control Corporation
2365 Iron Point Way
Suite 300
Folsom, CA 95630

Tab A

On-call Construction
Resident Engineer &
Inspection Services
Understanding



Tab A. On-call Construction Resident Engineer and Inspection Services Understanding

The City of Roseville (City) desires to retain an on-call CM firm specializing in resident engineer and inspection services. The selected CM firm's primary responsibility will be to confirm all infrastructure improvements constructed within the City right-of-way and City easements meet City, state, federal, and specific project requirements. Typical infrastructure improvements include road construction, roadway resurfacing, bridge construction, bike trails, wet and dry utilities, traffic signals, drainage improvements, retaining walls, and buildings. The selected consultant must have a thorough understanding of the City of Roseville Construction Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the Caltrans Local Assistance Procedures Manual (LAPM), the Caltrans Standard Specifications (with emphasis on Section 37), FTA construction administration procedures and Storm Water Pollution Prevention.

Through your On-call Construction Resident Engineer & Inspection Services contract, we understand you may assign individuals (part time to full time) on an as-needed basis to supplement the City in the administration and inspection of construction projects. This option enables you to rapidly respond to fluctuations in construction activities and to complete project supervision, inspection and quality assurance/acceptance services needed to support your construction program.

We are prepared to augment your resources with proven and experienced personnel who know what it takes to manage a smooth-running construction project. Successful completion of individual project assignments require the understanding of an individual's strengths, experience and knowledge and then matching those to each of your assignments.



We are committed to providing qualified, experienced staff to address specific project needs on short notice. In order to meet this need, our team has developed a pool of 25 resident engineers and inspectors including staff from our four subconsultant partners.

Serving the Best Interest of the City

Our **Project Manager, Greg Zeiss, PE**, is uniquely qualified to manage the City of Roseville CM On-call contract. Greg's first project with the City was in 1996 as the Resident Engineer for the Pleasant Grove Bridge over Union Pacific Railroad. Recent experience includes serving as HDR's Project Manager for the City's 2013-2016 CM On-call contract. As a result, over the last 21 years Greg has developed a thorough understanding of your standards and had the privilege to work and develop professional relationships with the City Public Works Department, Environmental Utilities Department, Parks Department, and Roseville Electric.

One of the keys to effective project management is clear communication between the HDR CM team, our Project Manager, and the City Project Management Team. During the project's start up phase, we will work with your staff to clearly define the anticipated scope of work, establish lines of communications, and reiterate project protocol. Through initial scope meetings with the City Project Manager, we will develop an understanding of the City's expectations for each project and any special reporting requirements

for tracking budget and schedule. As Greg did on previous City on-call assignments, he will track individual City project CM work order balances to confirm our project scope and budgets are being met. When the City requests services, we will provide a resume(s), an assignment scope, and a proposed budget.

Unique Approaches and Strengths

With our experience and depth of resources, we have identified some unique approaches and strengths that will benefit the City.

HDR's Construction Administration Procedures System (CAPS)

The City's Projects may be funded from one source such as FHWA, FTA, local funds, or a combination of sources. It is important to understand the funding sources and their contract administration requirements to confirm the City funding is protected. As we have done on previous City projects, HDR staff use HDR's electronic Contract Administration Procedures System (CAPS) to assist in administering CM projects. CAPS contains a funding specific filing and record keeping system capturing all correspondence, change orders, test reports, inspection reports, progress payments, progress photographs, meeting minutes, submittals, traffic control, as-built changes, RFIs, SWPP inspection reports, and all cost accounting records for all authorized work. The CAPS systems is set up to meet specific State, FHWA, FTA, or Local Funding contract administration requirements.

Caltrans LAPM

EXPERT MANAGEMENT OF STATE AND FEDERAL FUNDING REQUIREMENTS

State and FHWA construction projects must be administered in conformance with the Caltrans LAPM in order to receive funding. Greg Zeiss is an expert in LAPM construction administration from his 2014-2015 role as an instructor for the Caltrans Local Assistance Resident Engineers Academy. Greg's oversight on the City's projects confirms HDR staff are fully versed in administering excellent materials, schedule, and cost control procedures per Caltrans LAPM.



Greg Zeiss taught key Caltrans LAPM Chapters at the RE Academy

- Chapter 15: Advertisement & Award Project
- Chapter 16: Administer & Award Projects
- Chapter 17: Project Completion

FTA Construction Administration

FTA-funded projects must adhere to Chapter 5 of the "FTA Project Funding and Construction Management Guidelines." Our Federal Transit Authority Specialist, Jim Hecht, is an expert in administration of FTA funds. His experience includes three Sacramento Regional Transit projects completed over the last ten years. The requirements of the various FTA funding programs themselves vary significantly, and we understand the challenges associated with blending grant sources. During construction, HDR will utilize Jim's expertise to fully comply with FTA construction administration procedures and reporting of project costs.

Locally Funded Construction Contracts

HDR typically manages locally funded projects, such as the 2016 Roseville Residential Resurface Project where HDR managed CM, using key elements of the LAPM as a Best Management Practice.

Web-based Document Control Systems

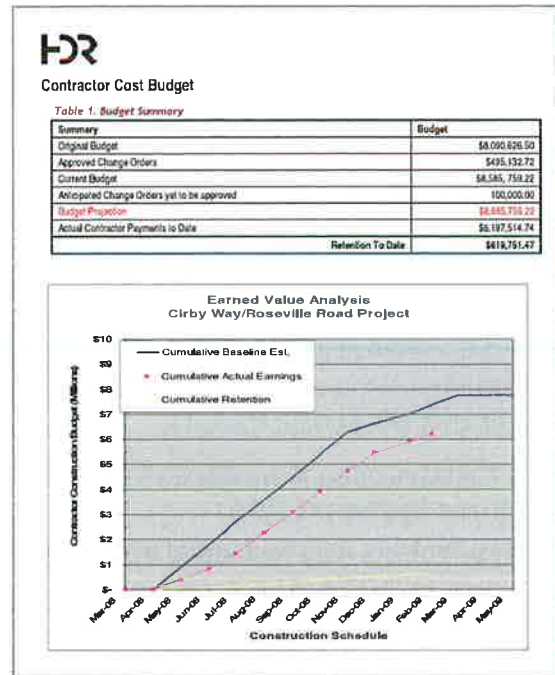
HDR has extensive experience using SharePoint web-based document control tracking software systems for maintaining project records. SharePoint collaboration software allows team members to access project information from a secured but shared workspace without being in the same geographic location.

Maintaining Project Progress and Documentation Mandates

HDR develops a Construction Management Plan (CMP) for all projects requiring full CM with a resident engineer and inspection staff. The CMP includes a comprehensive strategy for project delivery, contract administration, and record keeping procedures. The CMP has the following goals and objectives:

- Provide high quality CM services
- Define a responsibility matrix with roles and responsibilities
- Avoid surprises by effectively communicating within the HDR CM and City team
- Early issue resolution with the goal of responsibly resolving matters at the lowest level possible
- Project implementation on time and within budget

Lastly, our resident engineers will prepare a monthly Project Status Report to be submitted to the City. The report will include work performed during the prior month and anticipated work for the following month; status of the construction and CM schedule and budget; status of potential claims; status of project issues; and additional information relative to the project.



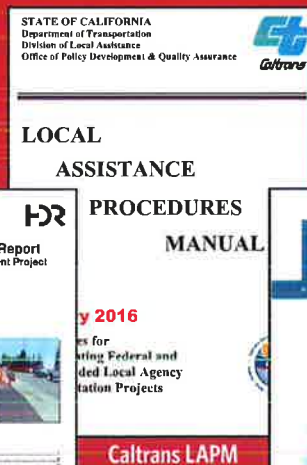
HDR's Monthly Project Status Report



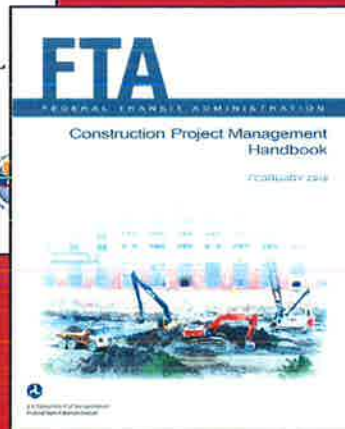
HDR CM Plan



HDR Progress Status Reports



Caltrans LAPM



FTA Construction Management Handbook

Successful management of progress, schedule, cost, and document mandates of state, FHWA, FTA and local funded projects

Tab B

Statement of Qualifications



Tab B.

Statement of Qualifications

We have recent successful experience supporting you on City of Roseville On-call Inspection and CM contracts as well as supporting other CM and as-needed inspection contracts. These projects provided our construction staff the task-specific experience needed to address issues that typically arise under on-call CM/inspection contracts. Descriptions of similar, relevant projects illustrating our inspection and CM experience with the City of Roseville are presented below and on the following pages. All projects were completed in the last 10 years.

2014-2016 Roseville On-Call Construction Management and Inspection Services

City of Roseville Department of Public Works | Roseville, California

HDR provided CM services for several projects under an on-call contract. These projects included extensive use of the City of Roseville Construction Standards, ADA Transition Plan, and Caltrans Standard Specifications (including Section 37, Surfacing and Pavements).

Blue Oaks Boulevard: Mike Zen, Gary Selmi and Kyle Sanford provided CM on this 2.1 mile road widening project on Blue Oaks Boulevard from Washington Street to Crocker Ranch Road. Work consisted of mainline widening to four lanes plus medians, including subgrade stabilization, asphalt pavement reconstruction, microsurfacing, storm drain improvements, ADA improvements, signal and lighting improvements, signing, landscape enhancements, soil stabilization, and striping. During construction, soft subgrade and thin structural sections of the existing road were mitigated by recycling milled material as base material. **City Project Manager: Nina Buelna, PE**

2015 Residential Resurfacing: Gary Selmi served as the Resident Engineer on this resurfacing project. Located within four residential neighborhoods, the project consisted of 3 million square feet of slurry seal, 1.1 million square feet of Polymer Modified Asphalt Rubber (PMAR) chip seal, and 2.1 million square feet of Fog Seal. Project included traffic control and removal and replacement of thermo plastic striping. High traffic volumes, narrow roadway widths, residential areas, business access, and school zones required varying work schedules for various sections of roadway. **City Project Manager: Noah Siviglia**

2014 Road Rehabilitation and Overlay: Gary Selmi provided construction inspection services for the City's 2014 Road Rehabilitation project. Project sites included 1.5 miles on Washington Boulevard from Sawtell Road to Roseville Parkway and 0.66 miles on Taylor Road from I-80 to the City limits. Work consisted of full depth milling and replacement in select areas, subgrade stabilization, geotextile placement, asphalt pavement overlay, signal improvements, and striping. Taylor Road included the rehabilitation of 1,650 linear-feet of PCCP which was over 70 years old. After close inspection and discussion between HDR, the City of Roseville, and the Contractor it was determined that the PCCP was stable and repair was not necessary. The rehabilitation was eliminated, geotextiles were placed, and the section was overlaid per the contract scope. **City Project Manager: Nina Buelna, PE**

HDR KEY STAFF

Greg Zeiss
Project Manager
Gary Selmi
Resident Engineer
Mike Zen
Resident Engineer
Kyle Sanford
Construction Inspector

DURATION

Jan 2014 to Nov 2015

CITY DOCUMENTS USED

- Design Standards
- Construction Standards
- Pedestrian Master Plan Best Practices Manual
- ADA Transition Plan for Public Rights-of-Way

PROJECT FEATURES

- On-call CM, RE, inspection
- Roadway widening
- Roadway reconstruction HMA
- Paving
- ADA improvements
- Utility relocations
- Traffic signal & improvements
- Construction per Caltrans LAPM

Foothills Business Park Bike Trail: We provided inspection for this 1,600 foot paved, two-lane Class I bike trail. The 14 foot wide bike trail was lined with a post and cable fencing to limit casual access to the adjoining lands from the trail. The project included construction of a 0.8-acre parking lot and a 36-inch diameter, 52-foot-long culvert.

City Project Manager: Cathy Gosalvez, PE

2014 Bike Trail Slurry Seal: We provided inspection on this bike trail resurfacing project. Project included application of slurry seal to the Ante-

lope Creek, Secret Ravine, False Ravine, and Miner's Ravine bike trails. The project also included new bike trail striping. **City Project Managers: Joseph McKinney, Nick Graves**



Foothills Business Park
Bike Trail

2016 Roseville Residential Resurface Project On-call Construction Inspection Services

City of Roseville | Roseville, California

HDR KEY STAFF

Greg Zeiss
Project Manager
Chris Ellsworth
Construction Inspector
ENGEO, Inc.
Material Testing

PROJECT FEATURES

- Funded with Caltrans Local Assistance
- Type 1 & 2 slurry seal
- Fog seal
- Temporary traffic control
- Painted traffic stripes
- Thermoplastic traffic stripes & pavement markings
- Completed under tight schedule
- Completed on budget

DURATION

Jul 2016 to Dec 2016

HDR provided on-call construction inspection services for the City's 2016 Residential Resurface Project. This \$1.2M project placed 6,300 square yards of Type 1 slurry seal at Maidu Park and over 450,000 square yards of Type 2 slurry seal in the West Park and Foothills/Junction neighborhoods to extend the life of the underlying pavement.

Construction activities included temporary painted traffic striping, the removal and replacement of thermoplastic traffic striping and pavement markings, roadside sign installation, application of fog seal, mixer/spreader truck calibration, and placement/maintenance of SWPPP BMP's. Narrow roadway widths, residential areas, business access, and school zones required varying work schedules for different sections of roadway.

Additionally, after close inspection and discussion between HDR and the City of Roseville, it was determined the application of slurry seal was not necessary over a portion of existing pavement at Maidu park. A change order was written to eliminate this scope of work from the contract resulting in a significant cost savings to the City. **City Project Manager: Nick Graves**



Union Park Way Pavement & Drainage Rehabilitation

City of Elk Grove | Elk Grove, California

HDR KEY STAFF

Thor Larsen
Resident Engineer
Inspector
Chris Ellsworth
Construction Inspector

PROJECT FEATURES

- Minor concrete
- Curb and gutter
- Sidewalk
- ADA curb ramps
- Temporary traffic control
- Temporary & permanent pavement delineation
- Completed under budget

DURATION

Mar 2016 to Jul 2016

HDR provided on-call construction inspection services for the City's Union Park Way Pavement and Drainage Rehabilitation project to replace the existing roadway. This \$1.5M project placed 3,000 cubic yards of roller compacted concrete, removing and replacing the existing curb/gutter/sidewalk, and installing new ADA curb ramps along Union Park Way from East Stockton Boulevard to Iron Rock Way.

Other construction activities included temporary and permanent pavement delineation, SWPPP implementation, lime treated soils, installing drainage improvements, potholing to locate existing utilities, and diamond grinding of the new roadway surface. The contractor mobilized a concrete mixing plant on site and HDR monitored the calibration process to verify the specified mix design.

Construction staging and one-way traffic control was implemented to maintain access for the local businesses and the City's public transportation bus yard. HDR provided field inspection, materials testing, public outreach, third-party coordination, and contract administration duties from project startup to closeout.



Eureka Road/I-80 CM Services

City of Roseville | Roseville, California

HDR KEY STAFF

Greg Zeiss
Resident Engineer
David Bingen
Construction Engineer/
Inspector

PROJECT FEATURES

- Roadway widening
- Bridge widening
- FHWA funding
- Major utility relocation
- Constructed per Caltrans LAPM guidelines
- Worked with multiple City departments

DURATION

Jul 2011 to Nov 2012

HDR provided a Resident Engineer, Bridge Construction Engineer (David Bingen), Roadway Inspector, and Material Testing, on this roadway and bridge widening project. The project included a 230-foot reinforced concrete slab bridge over Miner's Ravine, widening of Caltrans I-80 ramps, two overhead sign structures, two signalized intersections, ADA ramps, bonded wearing course, retaining walls, and storm drains. Utility relocations included 1/8-mile of PG&E gas lines and 300 LF of Roseville Electric buried lines. Important details included communicating with businesses about work fronting their stores, pedestrian rerouting, and staging driveway construction to minimize public inconvenience. Reviewed and constructed bridge falsework as well as numerous shoring plans for water blow off construction. The bridge was built in conformance with DFW, RWQCB 401, US Army Corps 404, and NOAA environmental permits. **City Project Manager: Nina Buelna, PE**



**UNICO KEY STAFF**

Carl Sloan

Resident Engineer

Cesar Montes de Oca

Asst Resident Engineer

Justyn Webster

Asst RE/Inspector

Pat Myers

Electrical Inspector

Twining

DURATION

May 2016 to Feb 2017

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project

City of Roseville | Roseville, California

UNICO provided CM services for the City's annual resurfacing program that included 16 center lane miles of roadway. The \$8M project was a mix of federal funds, regional surface transportation funds and toll credits. The project consisted of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. UNICO provided CM, resident engineering, field inspection, electrical inspection, office engineering, document control and labor compliance.

**HDR KEY STAFF**

Jim Hecht

*Project Manager***PROJECT FEATURES**

- Transit
- FTA funding requirements/approvals

DURATION

Nov 2010 to Oct 2012

South Line Phase 2 (Blue Line to Consumnes River College) Final Design

Sacramento Regional Transit District | Sacramento, California

Our proposed FTA Specialist, Jim Hecht, assisted Sacramento Regional Transit District (RT) in obtaining FTA Approval for this project. He served as Project Manager for Final Design and Full-Funding Grant Agreement for 50 percent federal funding. The project was a 4.3-mile light rail transit (LRT) extension from Meadowview Road to Consumnes River College in South Sacramento. Jim helped RT complete third-party approvals to get FTA approvals for Letters of No Prejudice to start construction, and helped RT prepare FTA project readiness documents and final bid packages. **Applicable elements:** Knowledge of RT and their plans, procedures, and operations. Demonstrated success completing FTA requirements and obtaining their approvals. Project included park-and-ride and bus transfer facility.

**ENGEO KEY STAFF**

Jonathan Boland

Mark Gilbert

DURATION

2006 to 2008

Civic Plaza Parking Garage

City of Roseville | Roseville, California

ENGEO performed a subsurface soil investigation, environmental oversight during the installation of Geopier foundation system and special inspection and materials testing services for the five-level, 550 space, post-tensioned steel reinforced concrete parking structure with a ground floor art gallery.

Tab C

Qualifications of Team



Tab C. Qualifications of Team

Firm Qualifications & Experience

We provide a full spectrum of construction engineering and inspection services to clients in highway/roadway, bridge, rail, building, drainage, and flood control projects. Our full-service construction capabilities include CM, constructability, value engineering, bid advertise and award, public relations, quality control and funding support. These services provide you the proven technical solutions to successfully implement your City of Roseville Construction Resident Engineer and Inspection Services contract.

Our Team

HDR Construction Control Corporation, a wholly-owned subsidiary of HDR Engineering, Inc., offers City of Roseville a comprehensive team with extensive local experience providing construction engineering and inspection services and CM for a wide range of constructed facilities across California. Nationally, HDR's staff totals nearly 10,000 employees including a construction services group of nearly 1,000 full-time resident engineers, inspectors, technicians, schedulers, and field office engineers.

With over 30 years of experience working in Northern California and over 830 engineering professionals in the state, we have the experience, personnel, and depth of resources to address the broad range of technical issues and challenges associated with your City of Roseville projects. Our local team has access to and will commit these resources and technical expertise as needed through our HDR local leadership of **Greg Zeiss, PE - Project Manager**.

We included **UNICO Engineering, Inc.** on our team for their superb job on the recent City of Roseville Regional Surface Transportation Program Arterial Microsurfacing Project. By having HDR and UNICO under one contract, the City benefits



from the ability to have a one-stop shop for their most qualified CM consultant staff. UNICO Engineering is a [certified DBE firm \(UCP ID #41342\)](#) providing CM, roadway and electrical inspection, storm water management, office engineering and construction staking.

ENGEO, Inc. is a City prequalified Special Inspection materials testing firm. ENGEO has provided services on more than 30 City of Roseville projects and was on the HDR team for the 2016 Roseville Residential Resurface project.

Twining, Inc. is a City prequalified Special Inspection, full-service engineering and quality control company with technical expertise, quality assurance/ quality control capabilities and laboratory resources. Twining was on the UNICO team for the 2015 Roseville RSTP Arterial Microsurfacing project.

Construction Testing Services (CTS), Inc. is a City prequalified Special Inspection, materials testing, and engineering firm. CTS provided testing services for the City of Roseville Harry Crabb Park Improvements.



FIRM LOCATIONS

- Folsom:
HDR & UNICO
- Rocklin:
ENGEO
- Sacramento:
Twining & CTS

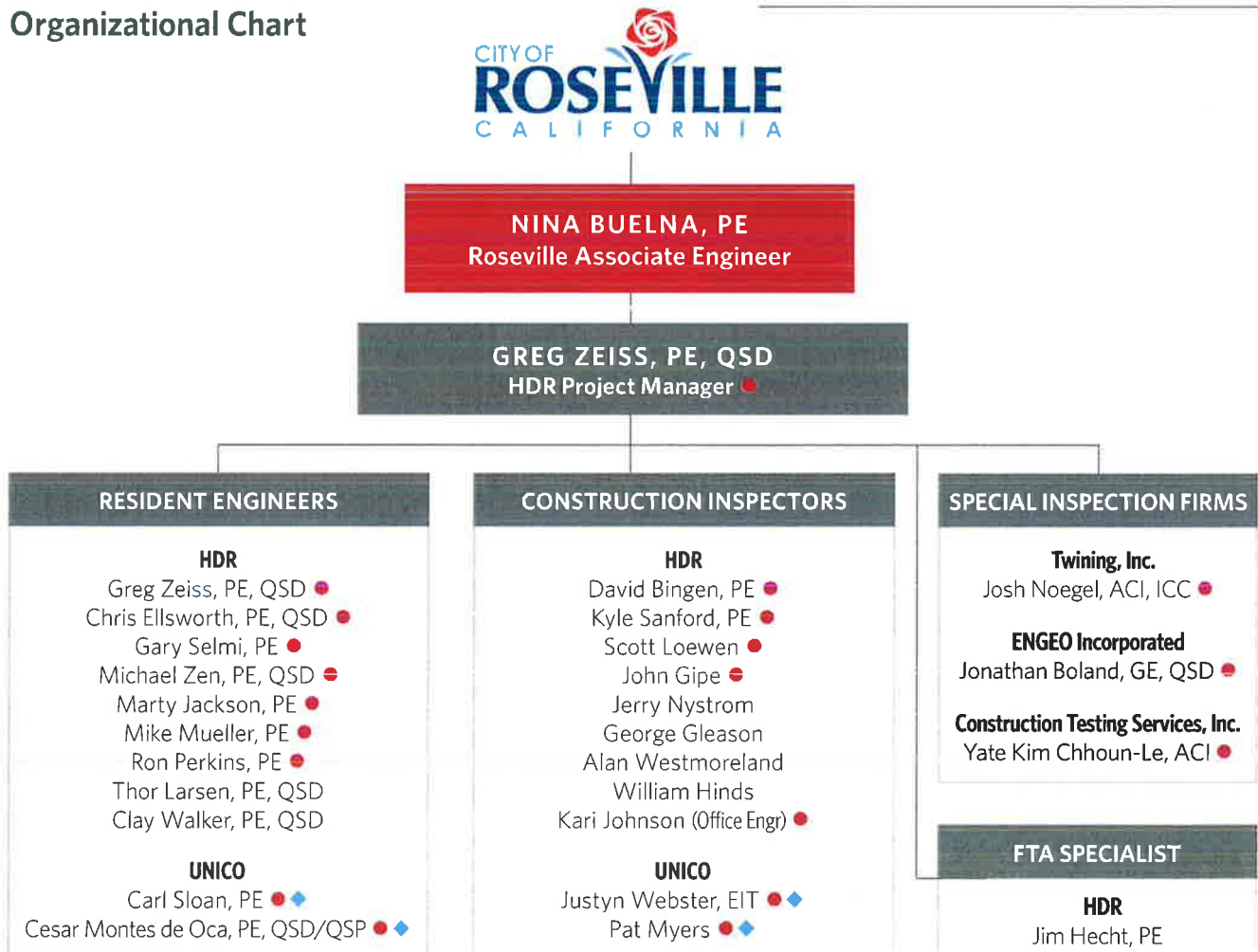
Our greatest asset is our people. The successful completion of any project requires technical competence and managerial skills in the assigned personnel, development of a thorough work plan, and understanding of the client's needs. Throughout this on-call CM and inspection services contract, HDR will serve as the Prime Consultant led by Project Manager, Greg Zeiss. Team members were selected based on their knowledge and skill sets best complementing the City's CM and funding needs.

Sixteen of our 26 team members have previous City of Roseville construction experience. Their expertise is identified on the following pages along with a discussion of how we will successfully manage staff assignments to meet the City's on-call needs. **Resumes of each team member are included in the Appendix.**



Our project management entails communication in all directions, a commitment to quality, and a dedication to doing the right thing for our clients. It also includes getting our clients the project they pay for on time and within the allocated budget.

Organizational Chart



LEGEND: ◆ DBE Firm ● City of Roseville CM Project Experience

Key Team Experience

			Years of Experience	Firm Tenure	City of Roseville Experience	Road Construction	Roadway Resurfacing	Bridge Construction	Transit Facilities	Bike Trails	Wet/Dry Utilities	Traffic Signals	Drainage Improvements	Retaining Walls	Buildings	ADA Transitions
RESIDENT ENGINEERS																
Greg Zeiss, PE, QSD	28	10														
Chris Ellsworth, PE, QSD	11	6														
Gary Selmi, PE	33	6														
Michael Zen, PE, QSD	23	1														
Marty Jackson, PE	30	1														
Mike Mueller, PE	15	15														
Ron Perkins, PE	30	10														
Thor Larsen, PE, QSD	36	2														
Clay Walker, PE, QSD	20	5														
◆ Cesar Montes de Oca, PE, QSD/QSP-UNICO	10	3														
◆ Carl Sloan, PE-UNICO	21	4														
INSPECTION TEAM																
David Bingen, PE	39	2														
Kyle Sanford, PE	9	7														
Scott Loewen	39	12														
John Gipe	38	14														
Jerry Nystrom	35	<1														
George Gleason	36	4														
Alan Westmoreland	30	3														
William Hinds	21	1														
Kari Johnson (Offc Engr)	27	6														
◆ Justyn Webster, EIT-UNICO	10	1														
◆ Pat Myers - UNICO	39	1														
▲ Josh Noegel, ACI, ICC - Twining	14	3														
▲ Jonathan Boland, GE, QSD - ENGEO	16	12														
▲ Yate Chhoun-Le, ACI- CTS	12	10														

LEGEND: ◆ DBE Team Member ▲ Special Inspection Team Member

Brief Team Member Resumes

Greg Zeiss, PE, QSD

Project Manager & Resident Engineer
HDR | Folsom, CA

- City of Roseville CM experience since 1996 - excellent City staff relationships
- Expert in Caltrans LAPM administration - instructor for Caltrans RE Academy
- Excellent history of project cost and schedule control

Greg is responsible for the overall management of the project, monitoring HDR's contract with the City, and providing technical guidance. He will make contact with the City Project Managers on a regular basis to make sure HDR's staff is meeting the expectations of the City. From Greg's role as PM on the City of Roseville CM On-Call projects, he has proven his ability to communicate clearly with City staff on their specific project staffing needs and concerns.

Greg has 28 years of CM experience on over \$500M in transportation construction projects. He is an expert in roadway and bridge construction with an exceptional track record in successfully administering projects with excellent cost and schedule control. Since 1996, Greg has been the RE on five projects with the City of Roseville.

GREG ZEISS, PE, QSD**City of Roseville Experience**

- 2013-2016 Roseville CM On-call
- Eureka I-80 Widening
- Cirby Riverside Widening
- Extension of Roseville Parkway
- Pleasant Grove Overcrossing
- 2016 Roseville Residential Resurface Project



He has developed a thorough understanding of the City Standards and had the privilege to work and develop professional relationships with the City Public Works Department, Environmental Utilities Department, Parks Department, and Roseville Electric.

ADDITIONAL TEAM MEMBERS

Chris Ellsworth, PE, QSD
Resident Engineer
HDR | Folsom, CA

Chris served as the **Assistant RE on the 2016 Roseville Residential Resurfacing project**. He has 12 years of California roadway and bridge experience, working on construction projects for local agencies and for a major bridge contractor. His core competencies include contract administration, construction engineering, field inspection, and the overall ability to deliver projects in accordance with the Caltrans LAPM.

Gary Selmi, PE
Resident Engineer
HDR | Reno, NV

Gary has 30 years of experience in the construction industry and is an expert in asphalt application. He was the **RE on the City of Roseville's Taylor Road Rehabilitation, both the 2014 and 2015 City Residential Resurfacing projects, and served as interim RE on the Blue Oaks Widening project**. Prior to joining HDR, he worked for the Nevada DOT overseeing the largest District I construction program to date, the revision of the DOT's Construction Manual; implementing their Partnering program and reducing the percentage of change order dollars.

Michael Zen, PE, QSD
Resident Engineer
HDR | Folsom, CA

A Roseville native and graduate from Roseville High, Mike has 24 years of construction experience including serving as the **RE for the City of Roseville 2014 Blue Oaks Widening Project**. He successfully delivered the project ahead of schedule and below budget. Mike is an ex-Caltrans RE with experience on state and federally-funded roadways, bridges, and support facilities. He is proficient in Caltrans construction records and procedures outlined in the Caltrans LAPM. Mike is available for assignment in Fall 2017.

Cesar Montes de Oca, PE, QSD/QSP
Resident Engineer
UNICO | Folsom, CA

Cesar has over 10 years of verification and validation, civil engineering, CM and inspection experience. **He was the Assistant RE on the Roseville 2015 Regional Surface Transportation Program Arterial Microsurfacing project**. He has performed RE, Assistant RE and Senior Inspector roles on roadway rehabilitation, underground utilities, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) projects.

Carl Sloan, PE
Resident Engineer
UNICO | Folsom, CA

Carl has over 21 years of civil engineering, CM and inspection experience. **He was the RE on the Roseville 2015 Regional Surface Transportation Program Arterial Microsurfacing project**. He has performed the role of RE, Assistant RE and Senior Inspector on roadway rehabilitation, underground utilities, potable water, storm drain infrastructure, overlays, CIPP and many other projects.

Justyn Webster, EIT
Inspector
UNICO | Folsom, CA

Justyn has 10 years of construction industry experience focused on roadway and bridge construction. He has a strong understanding of all aspects of bridge and roadway construction including falsework, foundations, post-tensioned decks, underground utility installation and relocation, AC paving, drainage and utility improvements. He is knowledgeable of Caltrans Standard Specifications and Plans. **Justyn was the Assistant RE/Inspector on the Roseville 2015 Regional Surface Transportation Program Arterial Microsurfacing project**.

Pat Myers
Inspector
UNICO | Folsom, CA

Pat has 39 years of construction industry experience focused on electrical infrastructure including traffic signals, ITS components and street lighting. **He was the Electrical Inspector on the Roseville 2015 Regional Surface Transportation Program Arterial Microsurfacing project**. He has a strong understanding of all aspects of roadway and electrical construction, from joint trench through project completion. He has extensive knowledge of the Caltrans Standards and local agency standards and specifications.

ADDITIONAL TEAM MEMBERS

Marty Jackson, PE <i>Resident Engineer</i> HDR Folsom, CA	Marty is an experienced construction supervisor, construction manager, RE, construction inspector and senior bridge designer. He brings a wealth of experience with project management, construction administration, critical constructability reviews, and bridge design for highway and railway infrastructure projects. Marty's Roseville projects include the City of Roseville Antelope Creek Bike Trail and City of Roseville Cold Foam In-Place Recycling Project at Pleasant Grove Boulevard .
David Bingen, PE <i>Inspector</i> HDR Folsom, CA	David's experience encompasses design, estimating, and construction of transportation projects. He served as Assistant RE on the City of Roseville's Eureka I-80 Construction project and has worked with the City's Public Works Department, Environmental Utilities Department, Parks Department, and Roseville Electric . Prior to HDR, he managed Placer County's Construction Division, providing construction inspection services for all civil construction projects. David was the Public Infrastructure Construction Manager on the 2,000-acre Bickford Ranch Specific Plan near Penryn.
Kyle Sanford, PE <i>Inspector</i> HDR Folsom, CA	Kyle worked as interim inspector for night work on the City of Roseville Blue Oaks Boulevard Widening and Eureka I-80 projects . He has 10 years of engineering and inspection experience, inspecting roads, bridges and sidewalks. He is a member of HDR's National Bridge Inspection Team, performing engineering inspection structural analysis of existing bridges throughout California. Kyle was the President of Sacramento Section of ASCE in 2014-2015.
Jim Hecht, PE <i>FTA Specialist</i> HDR San Diego, CA	Jim has 30 years of transit experience managing the development of significant projects. He is an expert on the FTA New Starts Program and he has demonstrated success completing FTA requirements and obtaining their approvals . Locally, he was the Project Manager/Engineer on 3 Sacramento Regional Transit District projects.
Mike Mueller, PE <i>Resident Engineer</i> HDR Folsom, CA	Mike has 15 years of experience as a mechanical engineer and construction inspector for water and wastewater facilities, including treatment plants, pumping stations, and pipelines. He served as a consultant inspector on the City's Environmental Utilities Department Phase 1 Forcemain Conversion . He also served as inspector on the 3,000 gpm booster pumping station at the Roseville Road Water Storage Tank site for the CA American Water Company.
Ron Perkins, PE <i>Resident Engineer</i> HDR Folsom, CA	Ron has more than 30 years of CM and civil engineering experience, serving as a construction manager, RE, design engineer, and project coordinator. Ron served as the HDR Project Manager for the City of Roseville Environmental Utilities Department Phase 1 Forcemain Conversion; Highlands Reserve North Pumping Station; and the North Industrial Waterlines Antelope/PFE Pipeline CM . He led successful design and construction projects ranging from several thousand dollars to \$250M. Ron has worked on bridges, rail, roadways, storm drainage, sewer pipelines, treatment plants, and water transmission mains.
Scott Loewen <i>Inspector</i> HDR Folsom, CA	Scott served as the City of Roseville Environmental Utilities Inspector on the Southeast Sewer Improvement and Antelope/PFE Pipeline projects . He has 39 years water and wastewater infrastructure experience including jack and bore for major pipelines, taking elevations of earthwork, and verifying contractors inverts of the pipelines are within the tolerances required. His expertise includes working with all types of underground pipe and their appropriate components, including asbestos cement, galvanized steel, mortar lined steel, polyvinylchloride, C900, ductile iron, and copper.
John Gipe <i>Inspector</i> HDR Folsom, CA	John served as the City of Roseville Environmental Utilities inspector on the Phase 1 Forcemain Conversion and Antelope/PFE Pipeline projects . He has 30 years of experience inspecting electrical and mechanical components of buildings, concrete placement, backfill, concrete placement, and reinforcing steel.

ADDITIONAL TEAM MEMBERS

Thor Larsen, PE, QSD <i>Resident Engineer</i> HDR Folsom, CA	Thor has 30 years of experience as a RE, roadway designer, and structural designer. As a Caltrans Senior Bridge Construction Engineer, he was responsible for all state right-of-way bridge construction in Sacramento, San Joaquin, Stanislaus, Calaveras, Tuolumne, and Alpine, Mariposa, and Merced counties. He taught the RE Academy to Caltrans personnel statewide and managed and administered state highway and local road construction contracts ranging from \$200K to \$70M. In 2014, Thor completed the ASCE and APWA Award Winning Nelson Lane Bridge Replacement Project for the City of Lincoln.
Clay Walker, PE, QSD <i>Resident Engineer</i> HDR Folsom, CA	Clay has 20 years of RE and schedule review experience on over 20 state and interstate highway projects in the Sacramento area. He has worked for Caltrans District 3 as a RE and is knowledgeable of project scheduling, means and methods of highway construction, and the Caltrans LAPM and Standard Specifications.
Jerry Nystrom <i>Inspector</i> HDR Folsom, CA	Jerry has more than 35 years of construction industry experience including installation and inspection of roadway restoration, paving, underground utilities, water transmission mains, directional boring, micro tunneling, pipe jacking, ADA ramp certification, retaining walls, traffic signal loops, traffic control, median construction and irrigation.
George Gleason <i>Inspector</i> HDR Folsom, CA	George has 30 years of inspection experience on California roads and bridges. He is proficient with the Caltrans LAPM, project plans, and specifications. George also has strong survey and materials background, and served as a land surveyor with Caltrans District 6 and as a materials lab manager for the State of Washington.
Alan Westmoreland <i>Inspector</i> HDR Folsom, CA	Alan has over 30 years of construction industry experience including inspecting drainage and electrical installation; concrete box culverts; sidewalks, curbs, and gutters; CIDH piles; MSE walls, barrier rails, bridges; and signs and traffic signals. Inspections have included density, forms, reinforcing steel, excavation, backfill, concrete placement.
William Hinds <i>Inspector</i> HDR Folsom, CA	Bill has 20 years of commercial and residential underground construction on-site operations and resource management. He is well versed in underground construction including surface restoration, change orders, budgets, pay estimates, submittals and RFIs. His background includes analyzing, preparing, and implementing all stages of water, sewer, and storm drain installation and paving and concrete.
Kari Johnson <i>Office Engineer</i> HDR Folsom, CA	Kari has more than 17 years of document control experience including submittal and RFI processing, logging material testing reports, managing correspondence, assisting in project payments, and meeting notes. Her expertise includes administrative support, estimating, bids and material takeoffs for general contractors, owner/developers, architects, CM and engineering.
Josh Noegel, ACI, ICC <i>Special Inspector</i> Twining Sacramento, CA	Josh has 14 years of laboratory, field, and project management experience. He serves as quality control manager, verifying compliance with project specifications and inputting data for submittal to the state. Recent Roseville experience includes providing geotechnical engineering and materials testing services as needed under the On-call Materials Testing and Inspection Services contract.
Jonathan Boland, GE, QSD <i>Special Inspector</i> ENGEO Rocklin, CA	Jon has 16 years of construction industry experience providing geotechnical consulting, project management, and quality assurance materials testing for residential communities, hospitals, schools, water storage, levees and other public works projects throughout northern California and western Nevada. Recent Roseville experience includes serving as Project Manager on the On-call Materials Testing Services contract and the 2015 and 2016 Residential Resurfacing Projects.
Yate Kim Chhoun-Le, ACI <i>Special Inspector</i> CTS Sacramento, CA	Yate offers extensive experience in the engineering and construction industries with a focus in materials testing. Her background in civil engineering enables her to act in the role of staff engineer, reviewing field and shop inspection reports and laboratory test results and report preparation for conformance with plans and specifications as well as CTS' internal quality control procedures. Recent Roseville experience includes staff engineer for the South Placer County Courthouse construction.

Successful On-Call Staffing

Our Project Manager, Greg Zeiss, understands there are three key elements to successful on-call project staffing. The first key element is an engaged project manager who understands the needs of the client. The second key element requires bench strength and the ability to mobilize staff rapidly. The third element is to provide high quality staff with the technical and administrative skill sets to match the City's needs.

1. PROACTIVE PROJECT MANAGER

Since 1996, Greg has served on five large City of Roseville CIP projects, as well as the Project Manager for the 2013-2016 Roseville CM On-call. He has developed a good understanding of the City departments and their processes. As he has on the City on-call contracts, he will continue to stay in contact with City staff and departments to proactively discuss upcoming staffing needs to better serve the City.

As your Project Manager, Greg understands his role is to provide staff with the appropriate experience necessary to perform the work required. He will meet and exceed the City's expectations by:

- **Being Responsive.** Greg will be personally available, attentive, and responsive to the City's CM needs.
- **Providing Engaged Staff.** Greg will personally confirm all staff are engaged, have a clear understanding of the project plans and specifications, completing detailed daily reports, and acting in the best interests of Roseville.
- **Matching Qualified Staff with City Needs.** Greg will:
 - » Select the best staff available for specific projects;
 - » Provide two to three staff resumes allowing the City to provide input on selection; and

- » Use the staffing charts on page 10 and his personal experience and knowledge of each inspector's skills to select the best staff.

2. ABILITY TO MOBILIZE QUICKLY

On-call contracts may at times provide very little advance notice for CM staffing needs. Periodically, a project looks like it is going to start, only to stop, and then suddenly restart.

We have a strong record of rapidly providing qualified resumes and staff to the City of Roseville. In 2014 Cathy Gosalvez and Joey McKinney of the City of Roseville needed an inspector for two bicycle trail projects. Within a week, our inspector, was selected and on site. HDR's response to Guy Howes staffing needs from the City's Development Services was similar. In 2014 and 2015, Guy requested potential staff for inspecting oversight work in his department. We arranged for an interview with two HDR inspectors to meet with Guy and his staff. Both inspectors were successfully selected by the City as potential as-needed staff.

3. PROVIDING HIGH QUALITY STAFF

Successful project completion relies on the managerial skills and technical competence of the assigned personnel. Our team is structured to balance strong management and leadership supported by professional and technical expertise. The individuals proposed represent our best and most qualified staff, handpicked to meet the needs of the City's upcoming projects. **Sixteen of these individuals have previous City of Roseville experience. All are experienced with the City of Roseville ADA Regulations, Construction Standards, and Design Standards.**



Tab D

Experience & References



Tab D. Experience and References

Project References

We have a long history of providing CM and construction engineering and inspection services in Northern California, the West and across the country. The following table includes client references for three similar HDR projects. These references are able to describe the approach taken and the success achieved for some of our recent projects. Full project descriptions are included on pages 5-7 in the previous section **Tab B. Statement of Qualifications**.

City of Roseville Eureka Road/I-80 CM Services

Ms. Nina Buelna, PE, Project Manager
City of Roseville

311 Vernon Street, Roseville, CA 95678
(916) 746-1375

Construction Value: \$5M

Dates: 07/2011-11/2012

**FHWA project description
located on page 6**

2016 Roseville Residential Resurface Project On-call Construction Inspection Services

Mr. Nick Graves, PE, Project Manager/City Engineer
City of Roseville

311 Vernon Street, Roseville, CA 95678
(916) 746-1305

Construction Value: \$1.2M

Dates: 07/2016-12/2016

**FHWA project description
located on page 5**

SACRT South Line Phase 2 (Blue Line to Consumnes River College) Final Design

Mr. Darryl Abansado
Director, Civil and Track Design
Sacramento Regional Transit District

2811 O Street, Sacramento, CA 95776
(916) 275-3269 cell | (916) 321-3876 office

Construction Value: \$270M

Dates: 11/2010-10/2012

**FTA project description
located on page 7**

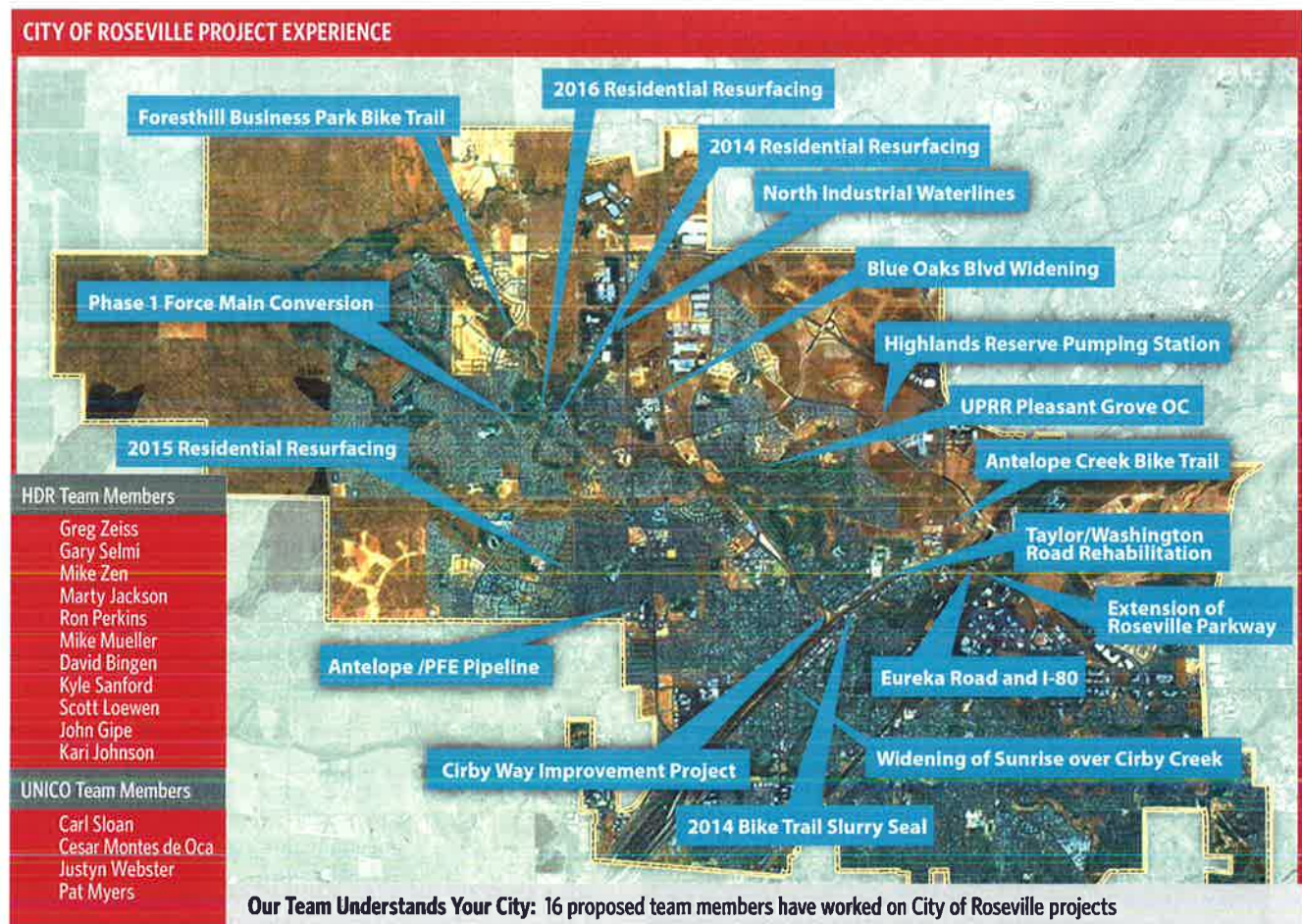
Roseville Design and Construction Standards Experience

We understand the technical challenges and issues that go along with providing CM services. We have been involved in the design and construction of billions of dollars of infrastructure projects nationwide. Through our experience, we developed well established procedures and tools which have been successfully applied to hundreds of projects.

We have a proven CM track record with the City of Roseville. Sixteen of our proposed staff previously provided CM services on your projects. **We provided CM on seven City projects during the last five years.** Through this experience we have developed a thorough understanding of your Construction Standards, Design Standards, ADA Standards, and City policies and procedures.

Our goal has been, and continues to be, to meet and exceed the CM needs of the City and serve as your trusted advisor. One of our proposed Resident Engineers, **Gary Selmi** was the Chief of the State of Nevada Construction Management Department and is an expert on asphalt applications. During his work on three of your resurfacing projects, Gary trained City staff on chip seal and bonded fiber matrix resurfacing. **Mike Zen**, HDR's Resident Engineer on your **Blue Oaks Boulevard Widening**, **completed the project 1% under budget and 7% ahead of schedule.** **Greg Zeiss** and **Chris Ellsworth**, HDR's Resident Engineer and Assistant Resident Engineer on your **2016 Roseville Residential Resurface Project**, **completed the project 1% under budget and on schedule.**

The City will also benefit from our understanding of when and with whom to coordinate in various City Departments. Both the Environmental Utilities and Traffic Signal Departments require coordination for final project buy-off. For example, the Environmental Utilities Department will want to be involved with work affecting City water lines for pressure and bacteria testing, as well as to confirm fittings are swabbed with chlorine solution.



We have proven to be a trusted and reliable partner to the City through our track record of successful CM project delivery. Our Project Manager, Greg Zeiss, PE, has an established, 20-year relationship with the City providing comprehensive CM services. We also included UNICO Engineering on our team for their superb job on their recent City of Roseville resurfacing project. This combination provides you with a seamlessly organized team focused on project success.

State & FHWA Funded Transportation Projects

Construction administration must be in conformance with the Caltrans LAPM in order to receive transportation funding on federal and state funded projects. We specialize in bridge, roadway and highway CM in conformance with both the LAPM and its sister book, the Caltrans

Construction Manual. A partial list of Caltrans Manuals and Programs we use in conformance with the LAPM include:

- Caltrans Standard Plans
- Caltrans Standard Specifications
- Construction Manual
- Quality Control Manual for HMA
- Independent Assurance Program
- Survey Manual
- Shoring Manual

Our Project Manager, Greg Zeiss, PE, recently served as an instructor for the 2014/2015 Caltrans Local Assistance Resident Engineers Academy. In this role, Greg taught construction contract administration funding compliance per the Caltrans LAPM to agencies throughout California. Through his instruction, he developed insight on the Caltrans Standard Specifications and how they relate to construction

contract administration. HDR's expert adherence to the LAPM will keep the City's funding intact by meeting Caltrans Local Assistance requirements.

FTA Funded Projects



HDR has successfully helped FTA projects nationwide receive more than \$8B in federal funds. We have been involved in FTA funded projects through planning, design and construction administration. HDR's local FTA funded projects include three Sacramento

Regional Transit projects: the Downtown Riverfront Streetcar Project; the South Line Phase 2 Project (Blue Line to Consumnes River College); and the Downtown- Natomas-Airport (DNA Green Line) Light Rail Extension Project. We are knowledgeable in all facets of grant fund administration during construction and project close out. The requirements of the various programs themselves vary significantly, and we understand the challenges associated with blending grant sources to fully fund a project. As your construction manager, we provide the expertise to fully comply respective programs and fully understand the eligibility and reporting of project costs. Our expertise is highlighted by the success our clients have experienced in receiving funds through all of FTA's discretionary programs, including the Capital Investment Grant program (New Starts) and TIGER.

NEW STARTS FTA FULL FUNDING GRANT AGREEMENTS

HDR Role: Program Management Consultant

- Central Phoenix/East Valley LRT: \$765M
- Houston North Corridor LRT: \$450M
- Houston Southeast Corridor LRT: \$450M
- Honolulu High Capacity Transit Corridor: \$1.5B
- Boston Green Line Extension: \$996M

SMALL STARTS FTA GRANT AGREEMENTS

HDR Role: Program Management Consultant

- Central Mesa LRT Extension: \$75M
- Ft. Lauderdale Wave Streetcar: \$50M

Bridge Construction

The Caltrans Bridge Construction Department is the authority to set the specifications, methods, and procedures for bridge CM throughout the state. Many of our proposed staff served with the Caltrans Bridge Construction Department and completed hundreds of bridges throughout Northern California. In Roseville alone, our staff has worked on five bridges. Our extensive experience in every aspect of bridge construction in permitted stream zones – such as piles, bridge superstructure, foundations in poor soil conditions, high ground water tables, and bridge stressing – will be of great benefit to you.

In managing your bridge projects, we use Caltrans Manuals for reference on technical procedures. These manuals conform to the LAPM and include:

- Construction Manual
- Bridge Record and Procedures Manuals
- Bridge Prestress Manuals
- Falsework Manual
- Foundation Manual
- Bridge Deck Manual
- Bridge Survey Manual

TEAM MEMBER	ROSEVILLE BRIDGE EXPERIENCE
Greg Zeiss Resident Engineer	Pleasant Grove Boulevard over UPRR \$3M 1996
Greg Zeiss Resident Engineer	Extension of Roseville Road Parkway \$19M 1999 (two bridges)
Marty Jackson Resident Engineer	Sunrise Road over Cirby Cree \$5M 2003
Greg Zeiss Resident Engineer	Eureka I-80 Bridge Widening \$5M 2012

Building/Facility Projects

We have extensive building CM experience including facilities associated with water and wastewater treatment plants, and architectural buildings for hospitals, corporation yards, and military facilities. We performed CM on numerous projects for Dignity Health at Mercy General Hospital in Sacramento — the largest a new \$90M 124,000 SF Alex G. Spanos Heart Center.

Tab E

On-call Contract Project Plan



Tab E. On-call Contract Project Plan

Approach to Scope of Work

An example of our ability to develop, implement, and manage a project scope for a FHWA Funded City Capital Improvement Project is included below. FTA Funded Projects would be managed per the project specific Project Management Plan and the 2016 FTA Construction Project Management Handbook. Once a project is assigned to HDR, Greg modifies this scope to meet the City's specific needs.

Preconstruction Phase

Kick-off Meeting

We will schedule a meeting with the City of Roseville and design consultant to discuss design features. The intent of this meeting is to review contract administration procedures, document control responsibilities, and meet key City staff. Specific topics may include, but not be limited to:

- Lines of communication
- Project features
- Submittal/RFI procedures
- Progress payment procedures
- Contract change order procedures

Documentation of Preconstruction Conditions

We will document the preconstruction condition of the entire project with notes through video taping and digital photography with date and time of the recording included in the imagery.

This documentation is necessary to confirm the project is restored to its pre-existing condition upon completion of the construction contract. It also protects the City against potential claims from the contractor, residents, utilities, or other outside agencies.

Contractor Preconstruction Meeting

Our Resident Engineers facilitate preconstruction meetings with the contractor, the City, the designer, permit agencies, utility companies, the HDR team, and other stakeholders after

contract approval and before the start of work. The meeting is used to establish managerial and administration efforts to verify efficient startup and project execution.

Construction Phase

Project Coordination

Our Resident Engineers serve as the focal point for coordination among the City, the contractor, the permit agencies, the utility companies, the public, and the HDR team. The RE has weekly meetings with the contractor and City and includes the parties who have a relevant interest in the work. Close communication is maintained with the City Project Manager. The RE's proactive project responsibilities include, but are not limited to:

- Clarification and interpretation of contract documents
- Review and response to submittals/shop drawings
- Design modifications/revisions as required
- Schedule management
- Testing and documentation
- Inspection and documentation
- Correction of defective work
- Preparation of record drawings
- Utility coordination

Document Control

We are responsible for the coordination and filing of the required contract documents. All documents are filed in accordance with the Caltrans LAPM for conformance with federal contract administration requirements. The City will be copied on all correspondence. Typical documents copied to the City during the contract include:

- RE diaries
- Contractor/RE correspondence
- Progress pay recommendations
- Requests for information
- Change order/claim recommendations
- Traffic control and safety issues

- Public relation issues
- Weekly statement of working days
- Project management reports

Submittal Management

The contract documents specify submittals to be provided by the contractor, which are subject to review by the RE. When the RE receives submittals from the contractor, the submittals will be stamped and logged in by the date of receipt. The submittals are then promptly reviewed and distributed to the designer, the City, and the HDR team as required for review and approval. Typical submittals reviewed include material submittals, shop plans, traffic control plans, working drawings, and CPM schedules.

Request for Information (RFI)

We will manage contractor-requested RFIs during construction. RFIs are addressed by the HDR CM team, designer, City, or others as-needed. The RE will log and track the RFIs to confirm timely response, conduct meetings with the contractor and/or others as needed for RFI resolution, and prepare responses to the contractor.

Traffic Control

Traffic control plans are prepared by the contractor, reviewed by the RE, and submitted to the City for final approval.



Videotape and Digital Photography

We will document the contractor's progress through videotaping and digital photography with date and time of the recording included in the imagery. We will document all non-compliance issues and any other site condition requested by the City.

Utility Coordination

A utility coordination meeting is held prior to beginning work to establish relationships, protocol for coordinating the utility work, and confirming the utility company schedules.

Weekly Progress Meetings

We will hold weekly progress meetings with City, the contractor, and other agencies, as required, to identify work completed, to plan and coordinate activities for the coming weeks, to discuss project issues and potential problems, and to facilitate solutions to construction issues.

Schedule Management

The RE reviews both the construction base schedule and schedule updates to confirm adherence to the Project Specifications and progress of work. Submitted schedules are noted as acceptable or unapproved (for contractor resubmittal) with specifics for the rejection (if any). Change orders, contractor delay, and weather impacts are analyzed to determine schedule impact. Increases in contract time from owner-related clauses are evaluated and negotiated prior to placement on the on-going schedule. The RE requests two-week look-ahead schedules from the contractor. In addition, Weekly Statement of Working Days are developed by the RE and submitted to the contractor.

Project Payments

The RE reviews the project pay estimate submitted by the contractor. Each contract pay item is verified with our field measurement and confirmed by the inspector diaries. Quantity justifications for each item of work are filed independently in the project files. Once the RE has found the payment acceptable, he submits it to the City for recommended payment.

Contract Change Orders (CCO)

CCOs are issued to the contractor on behalf of the City of Roseville. Our RE will evaluate, negotiate, and prepare all contract change orders as directed by the City. In reviewing potential change orders, our RE will:

- Maintain a log of proposed CCOs, indicating actions dates and status
- Identify source of potential CCO (owner-directed, unforeseen site conditions, etc.)

- Determine if the condition is actually a changed condition and document if valid
- Coordinate with City and the City's design team regarding impacts to the design
- Independently evaluate cost and schedule impacts of CCO, and document findings
- Determine if extra working days are warranted due to schedule critical path impacts
- Prepare CCO documentation for City and contractor signatures

Claims Management

Our RE is responsible to evaluate, log, and prepare documents and supporting evidence in all claims during the construction period. Each claim and supporting document is assembled into a report and submitted to City for review and use.

Inspection & Resident Engineer Daily Diaries

Our RE will prepare a daily RE diary of project events and conversations. Under direction of the RE, our inspector provides construction inspection to confirm the contract work complies with the project plans, specifications, and other applicable documents. The inspector develops daily inspection diaries for documentation of the project for extra work billings, contract disputes, differing site conditions, and "as-built" record. Primary inspection services will likely include the following:

- Provide day-to-day written inspection reports on all work performed by the contractor
- Document work performed, manpower, and extra work through daily diaries
- Confirm Quality Assurance material testing and coordinate corrective measures as required for failing materials
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor
- Perform quantity calculations based on completed work for progress payments
- Take progress photos and field conditions
- Prepare punch list and update as-built records as the work progresses
- Record weather, work activities, problems encountered, solutions agreed upon

- Monitor traffic detours/lane closures and verify that they are opened in a timely manner

Safety

We understand safety is extremely important and we have an established Safety Program for our personnel. Additionally, the contractor is required under the contract specifications to comply with "Construction Safety Orders" of the California Division of Industrial Safety.

Storm Water Pollution Prevention Plan (SWPPP)

We take a proactive role in confirming the SWPPP is managed in accordance with the Regional Water Quality Control Board (RWQCB) General Permit.

Material Control

Materials are either tested in the field or come in the form of manufactured materials. Materials are accepted for use in the work as follows:

Field Material Testing

The RE will review and log material test reports for final acceptance. Failed tests require additional work or replacement is documented in the log and filed, as are retests. Only work with passing materials tests are accepted.

Manufactured Materials

Manufactured materials are accepted on confirmation by the RE of the materials' conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and visual verification.

Labor Compliance

The RE reviews and coordinates all contractor and subcontractor certified payroll manpower utilization reports and compares them against the inspector's daily diaries.

Post-Construction

Post-construction services include project closeout after issuance of substantial completion by the construction contractor. This task consolidates punch lists of remaining work, compiles record drawing information, and provides one copy of marked-up red-lines of the project drawings to the design consultant.

Tab F

Cost Proposal



Tab F. Cost Proposal

A schedule of hourly rates for the HDR team has been included in a separate sealed envelope submitted with this proposal package.

Tab G

Required Statements/
Documents



Tab G. Required Statements/Documents

The following are statements of assurance as requested in the City's RFP:

- **Non-substitution:** HDR will not substitute designated members of the team including subconsultants without approval by City staff. Departure or reassignment of, or substitution for, any member of the HDR project team or our subconsultants will not be made without the prior written approval of the City.
- **Conflict of Interest:** HDR warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. HDR has no known 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.
- **Indemnification and Insurance Requirements:** HDR agrees to fulfill the indemnification and insurance requirements contained in the sample contract (Appendix B and RFP Section 9.7).
- **Proprietary:** Nothing contained in HDR's submitted proposal is proprietary.
- **Proposer's Certification (RFP Attachment A):** An executed copy of Proposer's Certification (RFP Attachment A) is included on the following page.
- **Additional Forms:** The following completed forms and exhibits are included after the Proposer's Certification (Attachment A)
 - Notice to Proposer's DBE Information (Exhibit 10-I)
 - Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)
 - Consultant Proposal DBE Commitment (Exhibit 10-O1)
 - Consultant Contract DBE Commitment (Exhibit 10-O2)

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.

HDR Construction Control Corporation

NAME OF BUSINESS



SIGNATURE

Graham D. Sharpe, PE, Vice President

NAME & TITLE, TYPED OR PRINTED

2365 Iron Point Road, Folsom, CA 95630-8709

MAILING ADDRESS

(916) 817-4810

TELEPHONE NUMBER

Graham.Sharpe@hdrinc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☒ NE State of Incorporation

☐ Partnership

☐ Limited Liability Company

NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 14 %

14% for FHWA federally-funded projects;
10% for FTA-funded projects

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:Consultant Firm Name: HDR Construction Control CorporationIndirect Cost Rate: 115.33% * for fiscal period 12/28/2014 to 12/26/2015 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of RosevilleContract Number: (TBD)Project Number: (TBD)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \$32,196,000.00 and the number of states in which the firm does business is 24.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- February 15, 2017

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 14% FHWA; 10% FTA
 3. Project Description: On-call Construction Resident Engineer & Inspection Services
 4. Project Location: City of Roseville, CA
 5. Consultant's Name: HDR Construction Control Corporation 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
General roadway/civil/electrical inspection; Asst. Resident Engineering	41342	Cesar Montes de Oca UNICO Engineering, Inc. 110 Blue Ravine Rd., Suite 101 Folsom, CA 95630 (530) 903-9023	14%
Local Agency to Complete this Section		(NOTE: DBE Requirements are 14% for FHWA federally-funded projects and 10% for FTA-funded projects)	
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	14 %
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		20. Local Agency Representative's Signature _____ 22. Local Agency Representative's Name _____ 24. Local Agency Representative's Title _____ 21. Date _____ 23. Phone _____	
		12. Preparer's Signature  14. Preparer's Name <u>Graham D. Sharpe</u> 16. Preparer's Title <u>Vice President</u> 13. Date <u>02/15/2017</u> 15. Phone <u>(916) 817-4810</u>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 14% FHWA; 10% FTA
 3. Project Description: On-call Construction Resident Engineer & Inspection Services
 4. Project Location: City of Roseville, CA
 5. Consultant's Name: HDR Construction Control Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: (TBD)
 8. Total Dollar Amount for ALL Subconsultants: (TBD) 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
General roadway/civil/ electrical inspection; Assistant Resident Engineering	41342	Cesar Montes de Oca UNICO Engineering, Inc. 110 Blue Ravine Rd., Suite 101 Folsom, CA 95630 (530) 903-9023	14%
		(NOTE: DBE Requirements are 14% for FHWA federally-funded projects and 10% for FTA-funded projects)	
Local Agency to Complete this Section			\$ (TBD)
20. Local Agency Contract Number: _____ (NAME) _____		14. TOTAL CLAIMED DBE PARTICIPATION	14 %
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date <u>02/15/2017</u>
25. Local Agency Representative's Name _____	26. Phone _____	Graham D. Sharpe	(916) 817-4810
		17. Preparer's Name	18. Phone
27. Local Agency Representative's Title _____		Vice President	
		19. Preparer's Title	

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

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

Tab H

Exceptions



Tab H. Exceptions

We pride ourselves on our continuous effort and desire to completely understand our clients' needs and preferences and to provide them with professional services which not only meet, but hopefully exceed their expectations. One of the key initial steps in developing this level of understanding is the negotiation and development of a mutually acceptable agreement which properly reflects both parties obligations and expectations. We have carefully reviewed all of the documents and information you provided as a part of your RFP. One of the documents you provided was a Sample Contract (Attachment B of the RFP) should we be successful in our pursuit of your services.

The City's contract language as you have provided is acceptable. However, we would like to add a section about construction procedures. Note that the City accepted similar language in our current City of Roseville on-call contract. Language for this section is presented below:

21. Construction Procedures

CONSULTANT's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the acts or omissions of the contractor or other parties on the project.

Tab I

Competency of Proposers



Tab I. Competency of Proposers

Bankruptcy or Insolvency Proceeding

In the last seven years, HDR Construction Control Corporation has not filed (or had filed against it) any bankruptcy or insolvency proceeding, voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

Litigation

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Contract Termination

A client has never terminated a contract with HDR Construction Control Corporation for breach of contract.

Financial Stability

As an employee-owned firm, our assets are managed and invested with exceptional care. We have established strong risk controls and are committed to managing our company with an eye toward long-term financial health and stability. This commitment has enabled us to thrive for 100 years in every economic environment and allows us to be a reliable partner for our clients.

Our financial statements are prepared and audited annually by Ernst & Young LLC, including a FAR audit. We are financially sound with gross revenues in excess of more than \$2.13 billion (2015) and a strong balance sheet with stockholders' equity in excess of \$1.36 billion (2015).

Appendix



Resumes

HDR

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Greg Zeiss, PE, QSD | Project Manager/RE | HDR

Greg has over 27 years of professional experience as a Resident Engineer in the construction of over \$500M in roads, bridges, and railroads. As a former Resident Engineer with the Caltrans Bridge Construction Department, Greg is an expert in bridge and roadway construction. He is also an expert in the State and Federal construction administration requirements. In 2015 he was an instructor for the Caltrans Local Assistance Resident Engineer's Academy. In that class he taught local agencies and consultants statewide contract administration requirements per the Caltrans Local Assistant Procedures Manual (LAPM). He served as Past-President of the 2,400 member Sacramento Section of the American Society of Civil Engineers.

EDUCATION

BS, Civil Engineering, San Jose State University

Graduate Study, Construction Management - Civil Engineering, SJSU

REGISTRATION

Professional Civil Engineer, CA No. 50568

QSD/QSP Certification, No. 00161

PROFESSIONAL

MEMBERSHIPS

American Society of Civil Engineers, Sacramento Section, Past President

Construction Institute, Sacramento Section, Past Vice Chair, Founding Charter Member

Co-founder, Engineers Without Borders, Sacramento Chapter

Past Chair, ACEC/CT/Local Agency Committee

Instructor, Caltrans Local Assistance, Resident Engineers Academy

RELEVANT EXPERIENCE

City of Roseville, Cirby Way/Riverside Road/Route I-80 Ramp Improvement Project, Roseville, CA

Resident Engineer for the 1.6-mile roadway improvement project which includes Caltrans right-of-way ramp improvements, coordination and communication with business owners, landscaping, pedestrian rerouting, Rubberized AC, new signalization, extensive traffic control, and concrete architectural features. Successfully mitigated PG&E Utility ROW delay early in project by coordinating relocation of 8 inch PG&E gas main that conflicted with the to-be-built retaining wall footing.

City of Roseville, Extension of Roseville Parkway over I-80, Roseville, CA

Resident Engineer for this complex project that included a 406-foot bridge over Antelope Creek, a 354-foot bridge over Route I-80, 3/4-mile of new roadway over a closed landfill with 40 foot high embankment, freeway realignment, 40' tall MSE wall, 9-foot diameter CIDH piles 100-feet-deep, landfill removal, and environmental mitigation. Work included extensive environmental work in removing the old City of Roseville garbage dump in order to place bridge and embankment.

City of Roseville, Eureka Road and I-80, Roseville, CA

Resident Engineer for this 1/2-mile roadway widening project that included a seven span 230LF slab bridge widening over Miners Ravine. Placed twenty wet hole CIDH piles successfully within permitted stream zone. Important details included communication with businesses on work fronting their stores, pedestrian rerouting, and staging of driveway construction. Project included 1/8 mile of PG&E gas lines, two new signalized intersections, and placement of an HMA Bonded Wearing Course.

City of Grass Valley, State Route 49/Dorsey Drive Interchange, Grass Valley, CA

Resident Engineer for this roadway, highway, and bridge widening project which created a new interchange on State Route 49 in Grass

Valley. Unique features of the project included construction of new ramps on and off State Route 49, extensive coordination with the public, modifications to signalized intersections, and complex bridge widening over the state highway. The project was awarded the 2015 ASCE Outstanding Transportation Construction Project of the Year - Sacramento Section.

City of Sacramento, Roseville Road HBP Bridge Replacement, Sacramento, CA

Resident Engineer on this bridge replacement project. The key element of this single season project consists of replacing the existing Roseville Road Bridge over Arcade Creek. Major project elements include the implementation of a traffic detour and storm water pollution prevention plan, installation of a stream diversion system, clearing and grubbing, demolition and removal of the existing bridge, construction of cast-in-drilled-hole (CIDH) piling, a retaining wall, and the placement of 48 pre-cast/pre-stressed voided slabs.

City of Lincoln, CM Services for the Nelson Lane at Markham Ravine Bridge Replacement, Lincoln, CA

Project Manager for the widening of approximately 0.7 miles of Nelson Lane from two to four lanes and the replacement of the existing narrow two lane bridge with two new 70 LF 2-lane structures over Markham Ravine. Additional project features included bridge demolition over a creek, storm drainage facilities, relocation of utilities, and environmental protection and mitigation. The project is recipient of the 2014 ASCE Sacramento Chapter Small Project of the Year Award.

El Dorado County DOT, White Rock Road Widening and Signalization, El Dorado County, CA

Resident Engineer for this roadway improvement project located in the town of El Dorado's main business district. The project included new curb returns, slurry seal, two signalized intersections, roadway striping, signage, aggregate base and asphalt concrete, drainage systems, ADA ramps, and concrete medians.

Chris Ellsworth, PE, QSD | Resident Engineer | HDR

Chris has 11 years of experience as professional engineer with a focus on highway, HBP bridge, railroad, and marine projects. Chris has worked for both Caltrans oversight bridge projects and for a major bridge contractor, giving him a unique perspective to construction management. His core competencies include contract administration, construction engineering, field inspection, and the overall ability to deliver projects in accordance with the Caltrans Local Assistance Procedures Manual.

RELEVANT EXPERIENCE

EDUCATION

BS, Civil Engineering, San Diego State University

REGISTRATION

Professional Civil Engineer, CA No. C81779

Qualified SWPPP Developer, QSD - State Water Board, California, No. C81779

City of Roseville, 2016 Roseville Residential Resurface Project On-call Construction Inspection Services, Roseville, CA

Resident Engineer for this \$1.2M project placing 6,300 square yards of Type 1 slurry seal at Maidu Park and over 450,000 square yards of Type 2 slurry seal in the West Park and Foothills/Junction neighborhoods to extend the life of the underlying pavement. Temporary traffic control and flagging was provided at all times for vehicles, bicyclists, and pedestrians during the authorized lane closure times. Responsible for all aspects of CM including monitoring and documenting the contractor's daily operations, performing employee interviews for labor compliance, coordinating materials testing for quality assurance, holding weekly progress meetings with the contractor and City, processing change orders, progress payments, weekly statement of working days, and developing a punch list for project closeout.

City of Elk Grove, Union Park Way Pavement & Drainage Rehabilitation, Elk Grove, CA

Construction Inspector for \$1.5M project placing 3,000 cubic yards of roller compacted concrete, removing and replacing the existing curb/gutter/sidewalk, and installing new ADA curb ramps along Union Park Way from East Stockton Boulevard to Iron Rock Way. Other construction activities included temporary and permanent pavement delineation, SWPPP implementation, lime treated soils, installing drainage improvements, potholing to locate existing utilities, and diamond grinding of the new roadway surface. The contractor mobilized a concrete mixing plant on site and Chris monitored the calibration process to verify the specified mix design. Provided field inspection, materials testing, public outreach, third-party coordination, and contract administration duties from project startup to closeout. During a job site pre-construction walk, Chris observed a damaged portion of the existing sidewalk within the project limits and suggested its replacement. Although not shown in the plans, the City and contractor agreed to extend the limits of sidewalk replacement to improve safety for pedestrians.

City of Sacramento, Roseville Road HBP Bridge Replacement, Sacramento, CA

Bridge Resident Engineer on this bridge replacement project. The key element of this single season project consists of replacing the existing Roseville Road Bridge over Arcade Creek. Major project elements include the implementation of a traffic detour and storm water pollution prevention plan, installation of a stream diversion system, clearing and grubbing, demolition and removal of the existing bridge, construction of cast-in-drilled-hole (CIDH) piling, a retaining wall, and the placement of 48 pre-cast/pre-stressed voided slabs. Coordination with several third party stakeholders was required during the first few months of construction.

Sutter Butte Flood Control Agency, Feather River West Levee Project (Areas B, C, & D), Yuba City, CA

Assistant Resident Engineer on this \$150M project involving 35 miles of levee reconstruction along the Feather River, soil-bentonite and cement-bentonite cutoff walls using conventional and deep soil mixing methods, relief wells, utility relocation, environmental/cultural constraints, extensive earthwork, access roads, and SWPPP best management practices. Chris observed the contractor's quality control system to ensure accurate documentation of field activities and prompt reporting of deficiencies. Chris also developed quality assurance procedures to standardize construction management protocols on other projects of this nature.

Encore McKinley Village, LLC., McKinley Village UPRR Undercrossing Inspection, Sacramento, CA

HDR is providing construction inspection for the structures work of the new UPRR underpass. The underpass provides public access to a new housing development and its timely completion is of primary importance to the grand opening and model home tours. The two stage construction project includes the installation of tieback shoring and a cofferdam. The 105 LF prefabricated bridge required 446 pipe piles and meticulous attention to detail for its curved abutments and bent footings.

Gary Selmi, PE | Resident Engineer | HDR

Gary has 33 years of experience in the construction industry. Prior to joining HDR, he worked for NDOT in various positions including Chief Construction Engineer, Assistant Construction Engineer, Resident Engineer, Quality Assurance Engineer, Supervisor Administrative Section of the Construction Division and Roadway Designer. He oversaw the construction of the largest District I construction program to date. He oversaw the revision of the Departments Construction Manual, implemented the Department's Partnering program and reduced the percentage of change orders dollars the Department was experiencing. In the past four years, Gary has managed eight construction projects including six for the Nevada Department of Transportation where he acted as the Resident Engineer on four of the projects.

EDUCATION

B.S., Civil Engineering,
University of Nevada Reno

REGISTRATION

Professional Civil Engineer,
Nevada, No. 8720

RELEVANT EXPERIENCE

City of Roseville, 2014 Road Rehabilitation and Overlay, Roseville, CA

Resident Engineer. As part of our CM and Inspection Services on-call contract, HDR provide construction inspection services for the City's 2014 Road Rehabilitation project. Project sites included 1.5 miles on Washington Boulevard from Sawtell Road to Roseville Parkway and 0.66 miles on Taylor Road from I-80 to the City limits. HDR staff included a construction inspector which provided project inspection and coordination. Work consisted of full depth milling and replacement is select areas, subgrade stabilization, geotextile placement, asphalt pavement overlay, signal improvements, and striping. High traffic volumes, narrow roadway widths, residential areas, business access and school zones required varying work schedules for various sections of roadway. Work was performed during the day, night, and on weekends to accommodate the needs of the community. Full roadway widths were open to traffic at the end of each shift. Taylor Road included the rehabilitation of 1,650 liner-feet of PCCP which was over 70 years old. After close inspection and discussion between HDR, the City of Roseville and the Contractor it was determined that the PCCP was stable and repair was not necessary. The rehabilitation was eliminated geotextiles were placed and the section was overlaid per the contract scope.

City of Roseville, Blue Oaks Boulevard, Roseville, CA

Resident Engineer. HDR provided construction management services for the 2.1 mile road widening project on Blue Oaks Boulevard from Washington Street to Crocker Ranch Road. HDR staff included a Resident Engineer Project Manager, and construction inspectors which provided construction management, documentation control, schedule review, and project inspection.

Work consisted of mainline widening to four lanes plus medians, including subgrade stabilization, asphalt pavement reconstruction, micro-surfacing (full width), storm drain improvements, ADA improvements, signal and lighting improvements, signing, landscape enhancements, soil stabilization and striping. High traffic volumes made it necessary to perform any work requiring lane closures during off peak hours. All lanes were open to traffic at the end of each shift. During construction, soft subgrade and thin structural sections of the existing road were mitigated by recycling milled material as base material.

Douglas County, Waterline Inter-tie Project, North Douglas to Carson City Water Line, Carson City, NV

Project Representative. HDR provided full contract administration for this project, consisting of constructing water main transmission lines and related features, and reconstructing roadway sections. Mr. Selmi oversaw all aspects of contract administration, inspection and materials testing services for Douglas County. He also participated in client/contractor mediation of unresolved contract issues.

City of Carson City, Freeway Utility Relocation, Carson City, NV

Project Manager. This project consisted of Carson City water line and sewer line relocations under an NDOT Contract. Mr. Selmi was responsible for personnel providing inspection services on the project for Carson City.

Michael Zen, PE, QSD | Resident Engineer | HDR

Michael has 23 years of professional experience in highway construction contract administration. Working as Resident Engineer for Caltrans and as a consultant to Caltrans, he has worked on public infrastructure projects managing the construction of state and federally funded roadways, bridges, and support facilities. Michael is fully experienced in Caltrans construction records and procedures as outlined in the Caltrans Construction Manual. He is experienced with the Caltrans Design Manual, Traffic Manual and current Standard Plans and Specifications.

EDUCATION

B.S., Civil Engineering,
University of Utah

REGISTRATION

Professional Civil Engineer,
Nevada
No. C054768

Qualified SWPPP Developer,
QSD

RELEVANT EXPERIENCE

City of Roseville, Blue Oaks Boulevard, Roseville, CA

As a task order under HDR's on-call CM contract with the City of Roseville, HDR provided construction management services for the 2.1 mile road widening project on Blue Oaks Boulevard from Washington Street to Crocker Ranch Road. Work consisted of mainline widening to four lanes plus medians, including subgrade stabilization, asphalt pavement reconstruction, microsurfacing (full width), storm drain improvements, ADA improvements, signal and lighting improvements, signing, landscape enhancements, soil stabilization and striping.

Role: Resident Engineer

Mono County, SR 108 Bridge Replacement, Mono County, CA

Project consisted of a pre-stressed concrete bridge replacement in an environmentally sensitive area. Project required extensive explosives blasting for bridge abutments with the new bridge spanning across a heavy flow, environmentally sensitive, mountain water course which is surrounded by National Parks land. Cooperation between Caltrans Structures, Caltrans Storm Water Control, The Department of Fish and Game and The Forest Service was successfully coordinated. He also coordinated traffic control and monitored the SWPPP.

Role: Resident Engineer

Caltrans, Highway 101 Interchange at Willow Road, San Luis Obispo County, CA

This \$17M multiphase project included three miles of new 2 lane county highway with one new bridge. Connect new county highway to state highway with new under pass excavated under highway 101 with two new bridges and four new on and off ramps. Decorative concrete was used on three retaining walls, slope paving and all barrier rails. Extensive new drainage systems, lighting, signage and striping required. Large scale excavation over multiple seasons required temporary and permanent hydro-seeding, landscaping, environmental, and archaeological monitoring.

Role: Resident Engineer

San Benito COG, SR- 25 Safety and Operational Improvements, San Benito County, CA

This \$5.8M highway rehabilitation and safety improvement project included six miles of two-lane highway widening, rehabilitation and resurfacing, installation of median safety barrier, construction of farm equipment frontage roads, highway lighting, signage and striping, erosion control hydro-seeding and landscaping. Provided all required contract documentation; contract change orders; coordinated all field inspection; materials testing, compaction testing and QC/QA testing and record keeping.

Role: Resident Engineer

Mono County, SR 203 Rehabilitation & Improvements, Mono County through Mammoth Lakes, CA

Construction of this \$3M highway rehabilitation project included three miles of four-lane highway total surface removal and replacement, the installation of traffic signal systems, construction of sidewalks, curb and gutter, traffic control through heavily traveled tourist area, pedestrian crossings, traffic markings and striping, signage and landscaping. Imperative to this project was a close cooperation with the city of Mammoth Lakes as SR-203 runs through the middle of town.

Role: Resident Engineer

Mono County, SR 395 Passing Lanes, Mono County, CA

Construction of a two-mile highway widening and rehabilitation project which required cut and fill, structural section construction, box culvert installation with temporary water course diversion, roadway surface removal and replacement and traffic diversions. The water courses that were diverted are the sole water source for a large agricultural area so close coordination with local agencies and ranchers was vital. Coordinated traffic control and monitored the SWPPP.

Role: Resident Engineer

Mike Mueller, PE, ME | Resident Engineer | HDR

Mr. Mueller has 15 years of experience as a mechanical engineer and construction inspector for water and wastewater facilities including treatment plants, pumping stations, and pipelines. He is an expert in water and sewage conveyance systems.

EDUCATION

B.S., Mechanical
Engineering, California State
University, Sacramento

REGISTRATION

Professional Engineer – Civil,
California No. C74512

Professional Engineer –
Mechanical, California No.
M32968

RELEVANT EXPERIENCE

City of Roseville, Phase 1 Forcemain Conversion, Roseville, CA

Provided construction management and inspection support services for the Phase 1 forcemain conversion project, which included: (1) coordinating and conducting the preconstruction meeting; (2) monitoring compliance with permit conditions; (3) reviewing construction contractor billings, verifying pay quantities, and providing approval and recommendations to city staff; (4) providing construction schedule review and monitoring project progress; (5) preparing agendas and minutes for bi-weekly progress meetings; (6) maintaining inspection records and documentation during construction; (7) resolving conflicts caused by varying conditions or discrepancies in contract documents; (8) coordinator special inspections, material testing, and special testing; and (9) attending the final inspection.

Sacramento Regional County Sanitation District, Fruitridge Center and Power Inn Sewage Pumping Stations, and Fruitridge Road Pipeline, Sacramento, CA

Provided construction inspection services for installation of the 9.7 mgd Fruitridge Center Sewage Pumping Station and 22.3 mgd Power Inn Sewage Pumping Station. The Fruitridge Center Sewage Pumping Station includes four 150 hp pumps in two wet wells, and contains valve and metering vaults, an odor control building, and a generator/electrical building. Strict requirements for traffic control, environmental control, and sewer disruption were enforced. The Power Inn Sewage Pumping Station has four 200 hp pumps in two wet wells, and contains valve and metering vaults, control building with odor control and standby generator, and biofilter. Performed secondary construction inspector for the Fruitridge Road Pipeline project, which involved over 32,000 LF of gravity and interceptor sewer pipeline ranging in size from 8 to 54 inches in diameter, 186 manholes, 22,000 LF of forcemains ranging in size from 24 to 30 inches in diameter, four railroad crossings, pipe reaming, four structures, cathodic protection system, sliplining, water line relocations, and service connections. Challenges for the construction

team included public relations, traffic control, bore and jack under railroads and intersections, time limits to sewer interruption, black out periods, limited staging areas, and buried utilities.

Santa Cruz County Sanitation District, Aptos Transmission Main Relocation, Santa Cruz, CA

Provided construction inspection services for replacement of approximately 4.13 miles of sewer lines, improvement to two existing pumping stations, and two new pumping stations. The original transmission line was constructed in 1979 and needed to be replaced due to structural failures resulting in sewage discharge into Monterey Bay. Project records were maintained to fulfill the requirements for American Recovery and Reinvestment Act (ARRA).

California American Water, Roseville Road Pumping Station, Roseville, CA

Provided construction inspection oversight for a new 3,000 gpm booster pumping station at the Roseville Road Water Storage Tank site, which includes: (1) three equally-sized canned vertical turbine pumps with variable frequency drives (VFDs); (2) split-faced concrete masonry building with removable skylights incorporated into the roof system for crane access to the pumps as well as pump, chemical, and control rooms; (3) disinfection using sodium hypochlorite; (4) future fluoride addition; (5) SCADA system integration; (6) flow meter to measure station discharge and installed within a vault; (7) suction line from the storage tank directly to the inlet header for the pumps, allowing full use of the storage capacity of the tank; (8) dedicated fill line from the offsite supply well(s) to the storage tank; (9) provisions for the connection of a portable standby generator with auto transfer capability; (10) programmable logic controller (PLC) control of the booster pumping station facilities, including input from a tank level transmitter; and (11) site improvements, such as outdoor lighting, grading and drainage plans, landscaping, and irrigation.

Ron Perkins, PE | Resident Engineer | HDR

Ron has 30 years of experience in construction management and civil engineering, serving as a construction manager, resident engineer, design engineer, and project coordinator. He has overseen construction management staff from both the owner's side (with over 11 years serving public agencies) and as a consultant, and has lead the successful design and construction of projects ranging from several thousand dollars to \$250 million. His wide range of project experience has included master planning, design, bidding, and construction of bridges, rail and roadways, storm drainage and sewer pipelines, water and wastewater treatment plants, and water transmission mains.

EDUCATION

M.B.A., Urban Land Development, California State University at Sacramento

B.S., Civil Engineering, University of California, Davis

REGISTRATION

Professional Civil Engineer - California No. CA44906

RELEVANT EXPERIENCE

City of Roseville, Cirby Way/Roseville Road Improvements, Roseville, CA

Provided construction administration/management support for the Cirby Way/Roseville Road improvement project, which consisted of improvements for Cirby Way/Riverside Avenue, Cirby Way/Melody Lane, Cirby Way/Vernon Street, and Cirby Way/Foothills Boulevard intersections, as well as improvements to Roseville Road between Cirby Way and the southern City limit line and the Interstate 80 (I-80) eastbound off-ramp at Auburn Boulevard.

City of Roseville, North Industrial Waterlines, Roseville, CA

Managed Construction Administration and Inspection staff responsible for installation of approximately 6,300 linear feet (LF) of 24- and 30-inch-diameter waterlines. Project also includes two jack and bore pits consisting of 36-inch-diameter casing pipe to carry the 30-inch-diameter pipe, one going under a wetland area and one under a railroad.

City of Roseville, Phase 1 Forcemain Conversion, Roseville, CA

Managed the construction staff responsible for providing construction administration and inspection services for the Phase 1 forcemain conversion project, which included: (1) coordinating and conducting the preconstruction meeting; (2) monitoring compliance with permit conditions; (2) reviewing construction contractor billings, verifying pay quantities, and providing approval and recommendations to city staff; (4) providing construction schedule review and monitoring project progress; (5) preparing agendas and minutes for bi-weekly progress meetings; (6) maintaining inspection records and documentation during construction; (7) resolving conflicts caused by varying conditions or discrepancies in contract documents; (8) coordinator special inspections, material testing, and special testing; and (9) attending the final inspection.

Lennar Communities, Highland Park, Villages 5, 6, 7 & 8, Roseville, CA

Participated in preliminary project analysis, including budget analysis. Managed the design and construction of subdivision improvements for over 450 home sites in four subdivisions, including major road landscaping and monumentation. Provided finished home sites to two different home builders.

Lennar Communities, Stoneridge West, Villages 1, 2 & 5, Roseville, CA

Managed the design and construction of subdivision improvements for over 400 home sites in three subdivisions, two of which are private gated communities. Provided finished home sites to two different home builders, and coordinated design and construction of a City of Roseville neighborhood park.

California American Water, Antelope Road Main Relocation, Sacramento, CA

Project Manager for construction inspection services for the Antelope Road Main relocation project, which included: (1) installation of approximately 800 LF of 8-, 10-, and 12-inch-diameter water main, located in Cal-Am's Lincoln Oaks service area (City of Citrus Heights); (2) installation of approximately 10 LF of 10-inch-diameter pipe, with 22-inch steel casing; (3) abandonment of approximately 750 LF of existing water mains; (4) all accessories and fire hydrants along the water main; and (5) installation of one service connection.

California American Water, Jackson Highway Well, Reservoir, and Treatment Facility, Sacramento, CA

Project Manager for construction inspection and testing services for the Jackson Highway Well, Reservoir, and Treatment Facility project, which included: (1) two above-ground welded steel storage tanks (1.8 million-gallons [MG] for the reservoir, and 100,000 gallons for the backwash tank); (2) multicell steel pressure filter; (3) chemical feed building; (4) outdoor booster station; (5) natural gas powered electrical generator; (6) 2,000 linear feet (LF) of water transmission main from the well site to the tank site; and (7) installation of well pump and appurtenances.

Martin Jackson, PE | Resident Engineer | HDR

Marty has experience as a construction manager, resident engineer, structures representative and construction superintendent. He has been responsible for producing letters of response, change orders, design revisions, submittal reviews, schedule and claim analysis, value engineering, PS&E compliance, health and safety compliance, and overall field staff management. His 40 years in the construction industry provides him with a wealth of experience on projects involving streets and roads, and various bridge types including cable-stayed, structural steel, and concrete.

EDUCATION

B.S., Civil Engineering

REGISTRATION

Professional Engineer,
California, No. 50224

Qualified SWPPP

Practitioner, No. 23138

CERTIFICATION

Construction Mgt. (240-hrs
& P3)

Planning & Scheduling with
Primavera P6

Caltrans Certified 24-hour
SWPPP Training

RELEVANT EXPERIENCE

City of Roseville, Sunrise Avenue Bridge Culverts Replacement, Cirby-Linda-Dry Creek Flood Control Project, Roseville, CA

Resident Engineer and Construction Manager responsible for supervision of inspectors and subconsultants for this project funded by FEMA. This project involved construction of a 2-span, 84-foot-long precast, prestressed concrete voided slab bridge supported on driven concrete piles to replace the former culverts on Sunrise Ave. The project also included the construction of floodwalls, retaining walls, levee, concrete by-pass pipes and headwalls, channel widening, and various types of channel protection. Coordination was required between the Contractor, City Environmental, DF&G, State Reclamation Board, Regional Water Quality Control Board, and National Marine Fisheries was essential to ensure effectiveness of temporary erosion control measures in mitigating detriment to local fish, plant life, and water quality in accordance with California Best Management Practices BMPs. The project included inspection and materials testing for the asphalt, structural concrete work along with utility relocations and temporary seasonal flood control measures for this two-season project.

City of Los Angeles, Wilshire Bus Rapid Transit Curb Lanes and Wilshire Boulevard Middle Lanes, Los Angeles, CA

Construction Manager and Resident Engineer responsible for monitoring construction and providing timely proactive solutions for this \$15M federally-funded project. The project involved upgrading 7 miles of curb lanes to concrete pavement designed to withstand the heavy METRO articulated bus loads. Construction was performed with multiple simultaneous activities for timely completion of work on the Major Highway Class II Wilshire Boulevard as well as related sidewalks, curbs, driveways, ramps, utilities, and landscape systems. The project also involved installation of new Oil/Tar Sump and additional Feeder Arms in the roadway above Tar Pits adjacent to the popular George Page Museum.

Caltrans, Colorado River Bridge Replacement, Big River, CA/Parker, AZ

Structure Representative during periods of absence of the designated Caltrans Structures Representative and Field Structures Representative when the Caltrans Structures Representative was available. Responsibilities included: checking, conditionally approving and monitoring design of the Contractor's temporary cofferdams; monitoring and reviewing construction of temporary falsework and temporary trestle systems; and assisting in resolution of long-standing delay issues to restore active progress on the project. Also designated the QSP to avoid pending potential fines related to SWPPP issues.

Caltrans, SR 86 Bridge Repair/Rehabilitation, Coachella, CA

Structure Representative for the staged construction of polyester concrete deck overlays on 5 bridges; placement of methacrylate treatment on 24 bridges; locating and repair of bridge decks prior to overlays; and abutment repairs all located along SR-86.

Caltrans, Ingram Creek Bridge Replacement, Ripon, CA

Structures Representative for this 44-foot-long cast-in-place concrete slab bridge constructed in two stages. Responsibilities included job setup, constructability reviews, updating Certifications of Proficiency and supervision of Assistant Structures Representative using Caltrans procedures in preparation for construction. Also monitored activities and communicated regularly with the Assistant Structure Representative to ensure proper procedures and resolution of issues as needed.

City of Fairfield, Clay Bank Road Bridge over the Putah South Canal, Fairfield, CA

Construction Project Manager and Resident Engineer responsible for construction administration services including inspection, design support, and supervision of materials testing services for constructing this single-span, 50-foot-long precast/prestressed concrete voided slab type bridge with a cast-in-place reinforced overlay to cross the existing concrete lined canal owned by the Solano Irrigation District.

David Bingen, PE | Construction Inspector | HDR

David brings 39 years of experience encompassing the design, estimating, and construction of transportation projects. He has served as an Inspector, Construction Manager, Assistant Resident Engineer, and Superintendent on bridge, roadway, drainage, and pipeline projects, and has in-depth knowledge of Caltrans procedures and specifications, as well as county-specific requirements. His past experience includes serving as a Project Facilitator, Construction Engineer, Resident Engineer, and Bridge Design Engineer with Placer County. As Construction Engineer, he managed Placer County's Construction Division, which provides construction inspection services for all civil construction projects within the county. He is thoroughly experienced in contract administration of HBP projects.

EDUCATION

B.S., Civil Engineering,
California State University
Sacramento

REGISTRATION

Professional Civil Engineer,
California No. C32818

RELEVANT EXPERIENCE

City of Roseville, Eureka Road and I-80, Roseville, CA

Inspector for this 1/2-mile roadway widening project on a major traffic corridor that fronts businesses. Important details included communication with businesses on work fronting their stores, pedestrian rerouting, and staging of driveway construction. Project included 1/8 mile of PG&E gas lines, two new signalized intersections, placement of HMA Bonded Wearing Course.

City of Lincoln, Markham Ravine Bridge Replacement, Lincoln, CA

Resident Engineer on this \$1.35M project which consisted of removing the existing bridge deck and constructing a new 48-foot-long x 40 foot wide precast prestressed slab on cast-in-place abutments. Because the bridge was elevated from its current grade in order to accommodate 100 year storm flow, approximately 3,235 LF of roadway required grading and paving. Construction duration was scheduled for 130 calendar days.

San Joaquin County, Auburn Folsom Road Widening, Granite Bay, CA

Resident Engineer on this \$4.7M project consisting of widening the existing 2 lane road to 4 lanes using cold foam treatment in lieu of conventional aggregate base, providing a landscaped median from the county line to Oak Hill Drive, and installing a new water line for the San Juan Water District (SJWD). The existing signal at Oak Hill Drive/Beals Point intersection will be modified to include a 4 lane roadway with turn lanes. Each of the staging plans includes temporary modifications to the Oak Hill Drive signal intersection until the final signalized intersection is complete. The County and SJWD have entered into an agreement to replace the water line as part of this project. Cache Creek Casino SR16 Widening, Yolo County, CA. Resident Engineer. Performed the duties of Resident Engineer and Inspector on

the project, representing Caltrans and Cache Creek Casino. This \$850K project consisted of widening the shoulders of State Route 16 and upgrading the drainage in Capay in Yolo County.

City of Lincoln, Bickford Ranch Specific Plan, Lincoln, CA

Resident Engineer/Construction Manager. Oversaw Regional Sewer Pipeline construction in state highway right-of-way, Placer County Water Agency 16-inch waterline construction in Penryn, and 2000 acre land development project.

Placer County, Construction Engineer, Placer County, CA

Construction Engineer. In this position, David was responsible for managing and supervising Placer County's Construction Division. This division provided construction inspection services for all civil construction within the County. Projects included both privately funded and publicly funded projects. Projects included:

- **Bell Road 4-Lane Project.** This \$6.5M project widened Bell Road from 2 to 4 lanes from the Rock Creek Shopping Center to Interstate 80, and included bridge widening, storm drain, traffic signal modification and construction, rock blasting, earthwork, road base, and paving.
- **Traffic Signals at Horseshoe Bar/Auburn Folsom Road and Watt Avenue/Baseline Road.** This \$670K project involved the construction of new signals and road approaches at each intersection.
- **Winchester Subdivision.** This 450-lot major subdivision and golf course project required constructing rockery walls, road widening, and signal modification to Placer Hills Road. Improvements on-site included rockery walls, dam construction, major storm drain, and road construction.

Kyle Sanford, PE | Construction Inspector | HDR

Kyle is a construction inspector and bridge engineer with nine years of experience. He is responsible for bridge and related structures design, primarily preparing preliminary engineering studies and complete PS&E packages for various transportation and infrastructure projects, using pertinent agency guidelines and advanced computer software, preparing contract documents, involvement in coordinating project issues with other consultants, and supervising draftsmen. He is also involved with the national bridge inspection team and has prior experience in residential and commercial building design. His volunteer work in New Jersey, Venezuela, Aruba, Curaçao, and Mexico brings a unique global insight to his work, as well as a fluency in both Spanish and Papiamentu.

EDUCATION

M.S., Civil/Structural Engineering, Brigham Young University, 2008

B.S., Civil Engineering, Brigham Young University, 2007

REGISTRATIONS

Professional Engineer – Civil, California, No 77819

Society of Professional Rope Access Technicians – SPRAT, No. 130719

OSHA 10-Hour Construction Safety, No. 36-004886516

RELEVANT EXPERIENCE

City of Roseville, I-80/Eureka Road Improvement Project, Roseville, CA

Inspector responsible for providing interim construction management services for the road and bridge widening of Eureka Road. On-site consultant representative during potholing and grading around bridge.

City of Roseville, Public Works, On Call Blue Oaks, Roseville, CA

On-site inspector during traffic signal loop installation and bridge methacrylate pouring. HDR provided construction management services for the 2.1 mile road widening project on Blue Oaks Boulevard from Washington Street to Crocker Ranch Road. HDR staff included a Resident Engineer Project Manager, and construction inspectors which provided construction management, documentation control, schedule review, and project inspection. Work consisted of mainline widening to four lanes plus medians, including subgrade stabilization, asphalt pavement reconstruction, micro-surfacing (full width), storm drain improvements, ADA improvements, signal and lighting improvements, signing, landscape enhancements, soil stabilization and striping. High traffic volumes made it necessary to perform any work requiring lane closures during off peak hours. All lanes were open to traffic at the end of each shift. During construction, soft subgrade and thin structural sections of the existing road were mitigated by recycling milled material as base material.

City of Grass Valley, Dorsey Drive Route 49/20 Interchange, Grass Valley, CA

Inspector for this mile long project that included a 166 LF prestress box girder bridge over Caltrans right-of-way. Project included 700 LF of retaining walls, freeway detours, soundwalls, and two miles of new ramps and roadway.

El Dorado County, White Rock Road Widening and Signalization Project, El Dorado County, CA

Project Inspector. Responsible for providing interim construction administration services for the widening and signalization of White Rock Road. On-site consultant representative during light post relocation, signage and lane delineator installation, and traffic signal loops installation.

Missouri Department of Transportation, Poplar Bridge Inspection, St. Louis, MO

Team Lead Inspector. Primarily responsible for the inspection inside the box girders. Conducted the fracture critical and detailed inspection of the 2200-foot-long, parallel EB/WB I-70 Poplar Bridges spanning the Mississippi River. Each of the two 5-span structures is comprised of a concrete filled steel deck over 2 built-up haunched steel box girders, varying in depth from 16 feet to 26 feet.

Texas Department of Transportation, Statewide Fracture Critical Inspections, WA#1, Houston, TX

Team Lead Inspector. Provided in-depth Bridge Inspection Services, including inspection of fracture critical members and fatigue prone details, for the exterior and interior of steel box caps on multiple highway bridges. Also responsible for the daily coordination of traffic control and rented vehicle equipment, as well as report production.

Scott Loewen | Construction Inspector | HDR

Scott is a construction inspector with 39 years of experience in water and wastewater infrastructure. His expertise includes bore and jack for major pipeline projects, taking elevations of earthwork, and verifying that the contractors invert of the pipelines are within the tolerances required. He is experienced in verifying all project components are followed in accordance with the plans and specifications. He has performed testing of pipelines, manholes, and pumping stations (i.e., vacuum and pressure). He has worked with all types of underground pipe and their appropriate components, including asbestos cement, galvanized steel, mortar lined steel, polyvinylchloride, C900, ductile iron, and copper. He is skilled in site assessment and subsequent dispatch of labor and appropriate machinery, tools, and materials. His background includes successfully communicating with other utilities, both public and private. He is thorough in the inspection and monitoring of crews to ensure that all safety laws and precautions are strictly enforced.

EDUCATION

Aviation and Electronics
Schools of America,
Sacramento, California

REGISTRATION

American Water Works
Association, Grade II Water
Distribution Operator

National Fiber Optics Assn.,
Tech

OSHA 10 Hour Certification

American Concrete
Institute, Concrete Tech
Grade II

RELEVANT EXPERIENCE

City of Roseville, Antelope/PFE Pipeline Construction Management, Roseville, CA
Construction Inspector. 10,400 linear feet (LF) of 24-inch-diameter water pipeline, 1,800 LF of 36-inch-diameter water pipeline, 110 LF of 42-inch-diameter steel casing, and jack and bore, creek crossing.

City of Roseville, North Industrial Waterlines Construction Management, Roseville, CA
Construction Inspector. 6,300 linear feet (LF) of 24- and 30-inch-diameter waterlines.

City of Lincoln, Final Phase Effluent Pipeline, Lincoln, CA
Construction Inspector. Provided lead inspection services for a \$1.7 million final phase effluent pipeline.

City of Lincoln, Influent Pipeline Project, Lincoln, CA
Construction Inspector. Approximately 4 miles of 48- to 66-inch-diameter reinforced concrete pipe.

City of Roseville, Lift Stations and Pipelines, Roseville, CA
Construction Inspector. 12-inch-diameter forcemain and 12-inch-diameter gravity sewer side-by-side.

Regional San, Arden Fall Structure Bypass for Arden Interceptor System Improvements, Sacramento, CA
Construction Inspector. New 72-, 54-, and 48-inch-diameter bypass pipes.

Regional San, Arden Parallel Forcemain, Sacramento, CA
Construction Inspector. New secondary 60-inch-diameter pressure forcemain.

Regional San, Bradshaw Interceptor 6A, Sacramento, CA

Construction Inspector. Three miles of 108-inch-diameter gravity sewer interceptor pipeline, creek crossings, utility relocation, and traffic control.

Regional County Sanitation District, Bradshaw Interceptor 7B, Sacramento, CA

Construction Inspector. 102-inch-diameter gravity sewer interceptor pipeline.

Regional San, Fruitridge Road Pipeline, Sacramento, CA

Construction Inspector. Over 32,000 linear feet (LF) of gravity and interceptor sewer pipeline ranging in size from 8 to 54 inches in diameter.

Santa Cruz County Sanitation District, Aptos Transmission Main Relocation, Santa Cruz, CA

Construction Inspector. 4.13 miles of sewer lines.

Santa Cruz County Sanitation District, Noble Gulch Sewer Replacement Construction Management, Davenport, CA

Construction Inspector. 8,540 linear feet (LF) of sewer pipe

San Francisco Public Utilities Commission, Crystal Springs/San Andreas Transmission System Upgrades, San Francisco, CA

Construction Inspector. Provided construction inspection services to increase the conveyance capacity of the raw water system, and provide increased reliability through seismic upgrades.

John Gipe | Construction Inspector | HDR

John has 38 years of experience and as a construction manager and electrical inspector. He has a diverse background in specification, design, design review and compliance, submittal review and compliance, electrical factory tests and inspections, and strategy review and compliance. He is also experienced with providing electrical and concrete reinforcing inspections (including underground electrical for buildings and duct banks), asphalt paving placement, supervision of backfill and compaction tests, concrete placement and reinforcing steel inspections for sedimentation aeration basins and digesters, and inspections for pumping stations, wastewater treatment plants, and miscellaneous foundations.

CERTIFICATIONS

International Code Council (ICC) Commercial Electrical Inspector, 2009

2000 IEC Electrical Teaching Certification

RELEVANT EXPERIENCE

City of Roseville, Antelope/PFE Pipeline Construction Management, Roseville, CA
Construction Inspector. Provided construction management services for the Antelope/PFE Pipeline project, which included installation of 10,400 linear feet (LF) of 24-inch-diameter water pipeline, 1,800 LF of 36-inch-diameter water pipeline, two flowmeter stations, 110 LF of 42-inch-diameter steel casing, and jack and bore, creek crossing. Responsible for reviewing requests for information (RFIs) and submittals, and attending weekly progress meetings.

City of Roseville, Phase 1 Forcemain Conversion, Roseville, CA
CM Support. Provided construction management support for the Phase 1 forcemain conversion project.

San Luis Obispo County, Los Osos Wastewater Collection System Construction Management, San Luis Obispo, CA
Construction Inspector. Construction inspector for \$105 million in improvements to resolve the septic system issues and state-mandated Prohibition Zone established in 1983. Improvements included 195,000 linear feet (LF) of gravity sewer mains ranging in size from 8 to 18 inches in diameter, 790 manholes, 4,700 laterals, and 28,000 LF of forcemain ranging in size from 2 to 12 inches in diameter. Proactive risk management, insightful bidding strategies, constructability reviews, a geographic information system (GIS)-based document management system with real-time access to project documentation, and proactive dispute prevention and resolution processes were used to mitigate the project challenges.

San Francisco Public Utilities Commission, Crystal Springs/San Andreas Transmission System Upgrades, San Francisco, CA
Electrical Inspector. Provided electrical inspection services for improvements to increase the conveyance capacity of the raw water system, and provide increased reliability through seismic upgrades. Improvements were

made to the Upper Crystal Spring Dam, Crystal Springs Outlet Structures No. 1 and 2, Crystal Springs Pumping Station, Crystal Springs/San Andreas Pipeline, and San Andreas Outlet Structures No. 2 and 3.

San Francisco Public Utilities Commission, San Andreas Pipeline No. 3 Installation, San Francisco, CA
Electrical Inspector. Provided electrical inspection services for the replacement of the out-of-service Baden Merced Pipeline and extension of San Andreas Pipeline No. 3 from San Pedro Valve Lot in Daly City to Merced Manor Reservoir to serve as a primary transmission line to the reservoir and provide redundant services to the San Andreas Pipeline No. 2. The new 36-inch-diameter pipelines is approximately 4.4 miles in length and was installed on public streets, and traverses through the Lake Merced Golf Club, Westlake Apartments, San Francisco Golf Course, and Parkmerced Villas. Jack and bore operations were employed to avoid traffic disruption. Cathodic protection was installed at 11 locations.

Stockton East Water District, Finished Water Pumping Station, Stockton, CA
Electrical Inspector. Provided construction management and electrical inspection services during construction of a new 50 mgd finished water pumping station at the water treatment plant, which includes a 48- to 54-inch-diameter pipeline that supplies water to California Water Service Company or the City of Stockton's service areas.

Thor Larsen, PE, QSD | Resident Engineer | HDR

Thor has 36 years of civil and structural engineering experience with a focus on bridge construction management services, resident engineering for large freeway projects, structures design, local and freeway transportation design, surveying, bridge condition surveys and analysis, and materials testing. He has managed and administered state highway and local road construction contracts ranging from \$1 to \$70M. These contracts include full freeway interchanges, freeway widenings and interchanges, new and retrofitted bridges, movable bridges, roadway and utility work, and steel structure buildings.

Thor is an expert with the Caltrans Bridge Records and Procedures Manual, HBP funded projects, Construction Manual, Falsework and Shoring Manuals, the Department of Local Assistance Procedures Manual, and has served as an instructor for Caltrans Resident Engineer Academy. As a Caltrans Senior Bridge Construction Engineer, he was directly responsible for all Caltrans bridge construction in San Joaquin, Stanislaus, Calaveras, and Alpine Counties. Before joining HDR, Thor spent seven years with El Dorado County as a Senior Civil Engineer. He also served as Past-President of the 2,400 member Sacramento Section of the American Society of Civil Engineers.

EDUCATION

B.S., Civil Engineering,
Montana State University

REGISTRATION

Professional Civil Engineer,
CA No. 40859

Qualified SWPPP Developer,
QSD

RELEVANT EXPERIENCE

City of Lincoln, Construction Management Services for the Nelson Lane at Markham Ravine Bridge Replacement, Lincoln, CA

Resident Engineer for the widening of approximately 0.7 miles of Nelson Lane from two to four lanes and the replacement of the existing narrow two lane bridge with two new 70 LF 2-lane structures over Markham Ravine. Additional project features included bridge demolition over a creek, storm drainage facilities, relocation of utilities, and environmental protection and mitigation. The project is recipient of the 2014 ASCE Sacramento Chapter Small Project of the Year Award.

Placer County, Auburn-Folsom Road Class 2 Bike Lane Improvements, Placer County, CA

Resident Engineer. As a task order under our CM and Inspection Services on-call with Placer County, project includes constructing 2000 LF of class 2 bike lanes, retaining curbs, new curbs, gutters and sidewalks along both sides of Auburn-Folsom Blvd. from Douglas Blvd to Joe Rodgers Road, Granite Bay, and various small drainage modifications.

El Dorado County, Latrobe Road Realignment and Carson Creek Bridge, El Dorado Hills, CA

Structures Representative for the construction of the Carson Creek bridge on Latrobe Road as part realignment and widening of Latrobe Road from 2 to 4 lanes. The bridge was a single span post-tensioned slab bridge on 40 degree skew over Carson Creek. A stream diversion consisting of a Concrete Dam and smooth wall high density plastic pipe (HDPP) was constructed to allow fish passage through the project while foundations and bridge falsework work occurred in the stream channel zone during the period from June through September. Despite a late

start due to relocation of an EID water line in June, which conflicted with one footing, the bridge was completed and falsework removed in early October well ahead of the channel work deadline of October 31. The RWQCB and California Fish and Game found the work to be fully compliant with the permitting restrictions for the stream zone work.

San Joaquin County, Construction Management Services for the Lower Sacramento Road Improvements,

San Joaquin County, CA

Resident Engineer for the \$8M, 3-mile-long widening of Lower Sacramento Road. The road was widened from 2 to 4 lanes with median and will provide full shoulders for improved traffic safety, a new traffic signal at Metter Road, a modified traffic signal and intersection alignment at Armstrong Road, and needed drainage improvements. Current overhead utilities for AT&T and PG&E will be placed underground by those utilities.

El Dorado County, US 50 HOV Lanes, El Dorado County, CA

Resident Engineer for the \$33M project to add 3 miles of new HOV lanes, replace the El Dorado Hills Boulevard/US 50 Interchange bridges, and widen two other bridges on US 50. This was the largest public works contract in El Dorado County DOT history. The project was completed within the time and budget with overall costs for design, construction management and construction finalized at \$7M under the original allotted budget. Successes included excellent working relations with Caltrans Oversight engineers and the RWQCB.

Clay Walker, PE, QSD | Resident Engineer | HDR

Clay has 20 years experience performing resident engineering and schedule reviews on over 20 state and interstate highway projects in the Sacramento area. He has worked for Caltrans District 3 as a Resident Engineer and has a thorough knowledge of project scheduling, means and methods of highway construction, and the Caltrans Local Assistance Procedures Manual and HBP bridges.

EDUCATION

B.S., Civil Engineering,
California State University,
Sacramento

REGISTRATION

Professional Engineer,
California, No. C59859

Qualified SWPPP Developer,
QSD

CALTRANS CLASSES

Advanced CPM Scheduling

RE Academy

DRB Administration

Contract Dispute Resolution

Time Related Overhead

RELEVANT EXPERIENCE

Route Business 80 Business / Capitol Freeway Improvements, Sacramento, CA

Resident Engineer and Schedule Reviewer on roadway widening and intelligent traffic operation systems for a total length of 4 miles. Work included on/off ramp widening, CCTV, ramp metering, and traffic census stations at 22 locations. Managed lead compliance plan activities and hazardous material evaluation/disposal operations, and assisted contractor with developing revised stage construction plans.

Route Business 80, Capitol Freeway, Sacramento, CA

Resident Engineer and Schedule Reviewer for 5 miles of this asphalt concrete overlay and PCC slab repair. Responded to RFIs, DRB and NOPC issue resolution, settled claims/resolved disputes, and managed CPM schedule along with contractor's proposed activities. Route 99 Safety Improvements, Sacramento, CA. Resident Engineer and Schedule Reviewer on roadside concrete safety barrier with fencing safety improvements. Project length was approximately 7 miles at 5 locations. Managed cost reduction and incentive proposal approval/execution of credit CCO, DRB and NOPCs.

Business Route 80 at Route 244, Emergency Bridge Repair, Sacramento, CA

Resident Engineer and Schedule Reviewer on long-term falsework placement at one location. Developed long-term traffic handling/roadside safety plan for a bridge emergency falsework support system. Administered project at force account, processed, and settled contractor's invoices.

Route 57 Widening, Yorba Linda to Lambert, Brea, CA

Senior Construction Engineer/Scheduler responsible for 2.5-mile highway and bridge construction along the northbound SR-57 from Yorba Linda to Lambert. Contract is being constructed on an accelerated schedule. The work includes construction of five bridges, retaining walls, soundwalls, widening of the freeway, traffic control and multiple stages. Also responsible for writing change orders, review of CPM schedule, coordination with Caltrans and field staff, and managing field conflict issue resolution.

Orange County Transportation Authority, Sand Canyon Avenue Railroad Grade Separation CM, Irvine, CA

Resident Engineer. Responsible for all aspects of project construction administration including staffing; meetings with OCTA, contractor and the City of Irvine; and coordination with SCRRA for shoring, excavations and track relocation. The project consists of relocation of existing utilities, shoofly construction, track work, SWPPP compliance, checking shoring plans, relocation of an existing Metrolink office, lowering the existing city street, and construction of a pump plant and final railroad bridge.

SCRRA-Metrolink, Tunnels 26 and 27, Chatsworth, CA

Resident Engineer for an intrusion detection system installation at the ends of two tunnels on a Class 1/ commuter rail line. The project included construction of electrical and communication systems, installation of 30 foot towers with foundations, placement of remote controlled electronic monitoring system equipment, integration of communication equipment with client's existing systems, and coordination with signal and power utility providers during commissioning.

Caltrans/City of Elk Grove, Sac-99, Sacramento, CA

Resident Engineer during the inspection of roadside concrete safety barrier with fencing and safety improvements for 5 project locations totaling approximately 7 miles. Also performed cost reduction and incentive proposal approval/execution of credit CCO, DRB and NOPC issue resolution while work ongoing, management of CPM schedule along with contractor's proposed activities, and permit administration/closeout (encroachment and environmental). \$2.7M

RCTC, Perris Valley Line Commuter Rail Extension | Riverside & South Perris, CA

Assistant Resident Engineer responsible for preparing contract change order review, backup independent cost estimates, review of daily reports, response to potential claims/dispute resolution development, review correspondence and replies to same. Responsible for verifying quality assurance, tracking extra work, and maintaining SWPPP compliance. Perris Valley Line project is a 24-mile extension of Metrolink commuter service and includes 3 new stations and expansion of an existing station. \$150M

Jerry Nystrom | Construction Inspector | HDR

Jerry has more than 35 years of construction industry experience. This includes installation and inspection of roadway restoration, paving, underground utilities, water transmission mains, directional boring, micro tunneling, pipe jacking, ADA ramp Certification, retaining walls, traffic signal loops, traffic control, median construction, and irrigation.

EDUCATION

Certificate Quality Assurance Inspector

Certificate Construction Quality Management for Contractors

Certificate Cal OSHA

Certificate Hazardous Waste

Operations Certificate Union Pacific Railroad Safety

RELEVANT EXPERIENCE

City of Elk Grove, Micro Surfacing, Slurry Seal, and Rubberized Chip Seal Project, Elk Grove, CA

Inspector. Inspected several miles of various pavement rehabilitation projects throughout the City. Work was in commercial and residential neighborhoods which included installation of ADA ramps with certification. Included notifying residents individually prior to commencement of work. Total cost of project was \$2,000,000.

City of Elk Grove, Asphalt Concrete Overlay and Curb Ramp Improvements, Elk Grove, CA

Primary Inspector for two concurrent roadway rehabilitation and widening projects. Work included identification and replacement of failing pavement sections, AC overlays, retaining walls, signal loops, ADA ramp Certification, verify finish elevation for utility boxes, manholes, AC paving and roadway widening. The projects included public outreach to businesses and residents, lane closures, and night work. All work was in accordance to the Sacramento County Construction Standards.

City of Pittsburg, Inspection Services, Pittsburg, CA

Inspector. Provided inspection of up to 20 projects at a time, including roadway construction, AC paving, curb, gutter, utility vaults, manholes and sidewalk rehabilitation, subgrade, grade checking, ADA ramp Certification, sewer lines, storm drain systems, water main installation, chlorination and pressure testing. Verified traffic control plans and road closure detours. Developed punch list for residential housing subdivision. Reviewed and documented site SWPPP and oversaw implementation of necessary changes.

City of Stockton, Roadway/Beautification Improvements, Stockton, CA

Inspector. Inspected the removal and replacement of curb, gutter, sidewalks, and the installation of complete irrigation systems for street beautification improvements. Verified final grade elevation for manholes, ADA ramp Certification and utility boxes. Also enforced traffic control for this project.

City of Lathrop, Infrastructure Inspection Projects, Lathrop, CA

Inspector. Provided inspection of infrastructure for commercial and residential projects consisting of a 640 acre site. Storm drain installation 20,000 linear feet and 15" to 90" diameter. Sanitary sewer 16,000 linear feet of 8" to 36" in diameter. Water mains 12,000 linear feet of 6" to 14" diameter. Performed pressure and vacuum testing for sanitary sewer and manholes. Responsible for verifying location and depth of utilities, finish elevation for manholes, water valve boxes and utility boxes. Verified location, elevation, railroad easement docs for bore and jack under existing railroad tracks. Also, street lighting and traffic signal at proposed intersections. Monitored SWPPP program. Performed compaction testing frequency, chlorination and pressure testing, and verified lime treatment on specific roadways. Confirmed installation of materials AB, AC, and concrete.

City of Elk Grove, Elk Grove Water Treatment Plant, Elk Grove, CA

Inspector for 10,000 linear feet of 20 to 24 inch water line (CIP), sewer main, manholes, compaction and AC paving.

George Gleason | Construction Inspector | HDR

George has 36 years of experience providing HMA paving, PCC concrete, and roadway construction inspection and surveying services on Caltrans and local agency projects, plus some work for utility installations. He is knowledgeable with the Caltrans Construction Manual, and in reading and understanding project plans and specifications. George has a very strong survey and materials background. He has served as an instrument man and chain man for land surveyor with Caltrans District 6 in Fresno and was materials lab manager in the State of Washington.

EDUCATION

Engineering Aide, U.S.
Navy Seabees (A) School
Gulfport, Mississippi

REGISTRATION

Precast Concrete Inspection
Level I & II

Lateral Wood Frame
Construction Inspection

Structural Steel Inspection

Asphalt Testing and
Inspection Certification

Shot Crete Inspection &
Quality Control

RELEVANT EXPERIENCE

City of Lincoln, Nelson Lane at Markham Ravine Bridge Replacement Construction Management Services, Lincoln, CA

Inspector for the widening of approximately 0.7 miles of Nelson Lane from two to four lanes and the replacement of the existing narrow two lane bridge with two new 70 LF 2-lane structures over Markham Ravine. Additional project features included traffic control, bridge demolition over a creek, signage and pavement delineation, electrical work, clearing and grubbing, tree removal, grading, storm drainage facilities, relocation of above and underground dry utilities, stormwater pollution prevention, and environmental protection and mitigation. The project opened to traffic in November 2014 and is recipient of the 2014 ASCE Sacramento Chapter Small Project of the Year Award.

City of Grass Valley, Dorsey Drive/Route 49/20 Interchange, Grass Valley, CA

Inspector for this mile long project that included a 166 LF prestress box girder bridge over Caltrans right of way. Project included 700 LF of retaining walls, freeway detours, soundwalls, and two miles of new ramps and roadway.

Placer County DPW, High Friction Surface Treatment, Placer County, CA

Inspector. As a task order under HDR's ongoing Construction Management and Inspection Services Contract, George served as the construction inspector for this project which consisted of the removal and replacement of thermoplastic marking, crack filling, and the placement of 8.2 lane miles of HFST at 26 sites throughout Placer County. The County had conducted traffic safety analyses that identified 26 locations which were prone to run-off-the-road accidents. HDR provided CM services for the placement of a skid resistant surface to all 26 sites.

El Dorado County, U.S. 50 HOV Lane Median Widening, Phase 1C, El Dorado County, CA

Assistant Resident Engineer on this 3.2 mile HOV widening project which was the predecessor to El Dorado County's U.S. 50 HOV Median Widening Phase 2A project. His

strong survey skills proved to be an asset on Phase 1C in correcting a bad cross slope. To fix the cross slope, George field designed the revised super elevation and presented it to the design team for approval.

Caltrans District 2, Pavement Rehabilitation, Shasta County, CA

Lead Civil Inspector. This was a very large pavement rehabilitation project with bid cost of \$42 million. The work consisted of replacement of the existing PCC pavement with new continuously reinforced PCC pavement for 7 miles on I-5 between the Shasta River and the Klamath River. George served as Lead Civil Inspector responsible for the full pavement rehabilitation project. He reported to the Resident Engineer, and was also designated as the lead safety representative for the project.

Caltrans District 2, Highway 395, Sage Hen Realignment, CA

Assistant Resident Engineer responsible for roadway rehabilitation, including shoulder widening, drainage, excavation, AC paving, clearing and grubbing and traffic control. Duties included SWPPP, conducting assessments and investigations, preparing of SWPPP reports, implementing of BMPs as needed and preparing Contract Change Orders.

Caltrans District 2, SR 44, CA

Assistant Resident Engineer. Responsible for calculations, quantities, cold plane asphalt, excavating prepared sub grade, inspection check for grade and sub grade, calculating volume for paving, concrete median barrier, construction inspection and placement inspection. Prepared calculated pay estimates and assisted Resident Engineer. Duties included SWPPP, conducting assessments and investigations, implementing of BMPs as needed, and preparing Contract Change Orders.

Caltrans District 2, I-5/Anderson Grade Project, Yreka, CA

Inspector. The project consisted of replacing existing concrete pavement with continuously reinforced concrete for 7 miles over Anderson Grade near Yreka, California.

Alan Westmoreland | Construction Inspector | HDR

Alan has 30 years of construction industry experience on the owner's side of work for both private developers and public agencies. He is a Lead Construction Inspector for new roadway and roadway rehabilitation projects for both freeways and surface streets. His experience includes leading inspections for the full spectrum of work required for new and rehabilitated roadways. This includes inspection for AC pavement removal and replacement work, new structural section placement and compaction, asphalt concrete placement, drainage installations (pipes, inlets and junctions boxes), traffic signals, sidewalk and ADA ramp construction for street projects which were on the state highway system. In addition to his extensive experience DOT experience, Alan has worked on a number of municipal street projects which require coordination for driveway and public access issues throughout the duration of the construction work. He has worked closely with materials testers to isolate substandard materials and ensure the soil density and PCC and AC testing results meet specifications.

EDUCATION

Denver Automotive and Diesel College

Denver University, Business College

REGISTRATION

ACI Certification: Concrete, No. 01102503

RELEVANT EXPERIENCE

City of Sacramento, 2014 Slurry Seal Project, Sacramento, CA

Construction Inspector providing inspection for slurry seal, chip seal, and striping. Project includes three separate locations: 24th and Meadowview, Younger Creek Drive, and Duckhorn Drive and surrounding neighborhood.

Placer County Department of Public Works, On-call Construction Management Services, Coon Clean Water Pipe Project, Placer County, CA

Construction Inspector. Project improvements will provide separation of clean stormwater and urban stormwater thereby increasing the efficiency and effectiveness of treating the urban stormwater. The pipe infrastructure will follow a route via rights-of-way and easements to Lake Tahoe protecting the clean stormwater from pollutants within the Kings Beach commercial area such as sediment, road sand, and nutrients. HDR is providing project management, construction surveying, resident inspection, revegetation construction oversight, utility relocation coordination, SWPPP compliance, and materials testing for the Coon Clean Water Pipe project.

City of Sacramento, Harbor Light Way Sewer Replacement, On-call CM Services Contract, Sacramento, CA

Construction Inspector. Removal and replacement of approximately 260 feet of existing 8-inch separated system main.

NDOT, I-80 Robb Drive to Vista Boulevard, Reno, NV

Construction Inspector. This project consisted of pavement reconstruction, ramp widening, storm drain improvements, landscape enhancements and reduction in emergency response times along I-80 with installation of Intelligent Traffic Systems (ITS). Mr.

Westmoreland performed inspection of cold-milling and reconstruction of roadway, guardrail installation, drainage improvements, concrete paving, signs, barrier rail, electrical items and utilities.

NDOT, I-80 Construction Management, Reno, NV

Lead Paving Inspector/General Inspection. This project is located east of Reno, Nevada between McCarran Scenic Overlook and Painted Rock Interchange. This project consists of cold-milling and reconstructing the existing roadway full width, guardrail improvements, bridge rehabilitation and drainage improvements.

NDOT, Pyramid Way Construction Management, Sparks, NV

Construction Inspector. This project is located in Sparks, Nevada on Pyramid Way from "C" Street to North McCarran Boulevard. It consists of cold-milling and reconstruction, placing plantmix bituminous surface with open grade, utility adjustments, drainage modifications, and concrete work.

NDOT, McCarran Boulevard Construction Management, Reno, NV

Inspector. This project is located in Reno, Nevada approximately 2 miles west of downtown, specifically on SR651, McCarran Boulevard from 7th Street to I-80 and from I-80 to 4th Street. It consists of cold-milling a 2.75 depth of existing roadway and repaving with a 2 surface course and .75 wearing course. McCarran Boulevard will be widened in both directions to accommodate extra lanes. Two on-ramps and two off-ramps to I-80 will be cold-milled and repaved to match existing roadway. Construction will also consist of signal and lighting modifications, utility adjustments, drainage revisions, retaining walls, curb & gutter and sidewalks, bike lanes additions and landscaping.

William Hinds | Construction Inspector | HDR

Bill has 20 years of combined experience in both commercial and residential underground construction on-site operations and resource management. He is well versed in underground construction including surface restoration, change orders, budgets, pay estimates, submittals, contract change orders and RFIs. Bill is proficient in Microsoft Outlook, Excel, Word and can work effectively with project designers, contractors, and team members. His background includes analyzing, preparing, and implementing all stages of water, sewer, and storm drain installation and related construction, to include paving and concrete. Bill is an effective leader, with strong communication skills and the ability to efficiently complete all projects on time while meeting local municipal codes, company guidelines, and OSHA safety code standards.

CERTIFICATIONS

Asbestos/Arsenic Training
Certified

Confined Space Entry
Training Certified

Competent Person Training
Certified

Trenching and Excavation
Certified

CPR, AED, and First Aid
Certified

RELEVANT EXPERIENCE

San Joaquin County Department of Public Works, Construction Management Services for Lower Sacramento Road Improvements, Sacramento, CA
Construction Inspector for the \$8M Lower Sacramento Road Improvements project. Located in unincorporated San Joaquin County just north of the City of Stockton the project includes widening the roadway from 2 to 4 lanes and construction of a new two-mile concrete median from north of Pixley Slough to south of Harney Curve. The project will provide full shoulders for improved traffic safety a new traffic signal at Metter Road a modified traffic signal and intersection alignment at Armstrong Road and needed drainage improvements. Current overhead utilities for AT&T and PG&E will be placed underground by those utility agencies. This project is paid for with Measure K funding and in coordination with an underground utility district that was formed for the project limits previously approved by the Board (R-10-139).

City of Sacramento, 2nd - 3rd Avenue Alley Sewer Replacement from Alhambra Blvd to 33rd St Project, Sacramento CA
Construction Inspector for the reconstruction of combined sewer facilities within 2nd and 3rd Ave Alley, from Alhambra Blvd to 33rd Street. The work to be performed consists of constructing or replacing approximately 900 linear feet of sewer pipeline, manholes, drain inlets and sewer services. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing combined sewer system as shown on the Plans. Project time is 35 working days. Bonds required. Prevailing wages.

City of Sacramento, 1st Avenue at 5th Street Sewer Replacement, Sacramento, CA
Construction Inspector during the replacement of active sewer pipelines, manholes, services, ancillary features and associated work within 1st Avenue, between 3rd and 5th Streets.

City of Sacramento L Street Sewer Replacement, Sacramento, CA
Construction Inspector for this project that constructs large diameter combined sewer (CS) pipeline in L Street in downtown Sacramento. Construction will provide additional conveyance capacity, replace deteriorated portions of the Combined Sewer System (CSS), add in-line storage to reduce flooding in the surrounding and upstream portions of the CSS, and continue the Downtown Sewer Upsizing Project, a major component of the long-term CSS Improvement Program.

Placer County Public Works Auburn-Folsom Road Class 2 Bike Lane Improvements, Placer County, CA
Construction Inspector for the construction of 2000 LF of class 2 bike lanes retaining curbs new curbs gutters and sidewalks along both sides of Auburn-Folsom Boulevard from Douglas Boulevard to Joe Rodgers Road Granite Bay and various small drainage modifications. The project is funded through the federal Congestion Mitigation Air Quality program.

City of Sacramento, Laurie Way and Brentley Drive Sewer Replacement, Sacramento, CA
Construction Inspector during the replacement of active sewer pipelines, manholes, services, ancillary features and associated work within Laurie Way and Brentley Drive.

City of Sacramento, 38th Street Sewer Replacement H Street to McKinley Blvd Project, Sacramento CA
Construction Inspector during construction and replacement of 1200 LF of sewer pipeline, manholes and sewer services.

Kari Johnson | Office Engineer | HDR

Kari Johnson has more than 20 years of experience in document control process, including submittal and RFI processing, logging material testing reports, managing correspondence, assisting in project payments, and taking meeting notes. Her broad experience includes administrative support, estimating, bids and material takeoffs for General Contractors performing design-build, design-bid-build projects; owner/developers, architects, construction management and engineering.

RELEVANT EXPERIENCE

EDUCATION

Construction Management,
Certificate, UC Davis
Extension

Career Diploma, Heald
Business College Hayward

Training Seminars in

- Construction Management,
Construction Specifications
Institute (CSI)
- Microsoft Excel and
Expedition

Placer County, Foresthill Bridge Seismic Retrofit, Auburn and Foresthill, CA

Document Control. At 738 feet above the North Fork of the American River, the 2,428 LF long Foresthill Bridge is the highest span bridge in California. As part of the Construction Management Team for this project, Kari served as the team Document Control specialist. Duties included maintaining the project's Caltrans filing system, submittals and RFI management, taking and tracking project meeting minutes, and all correspondence.

City of Sacramento, CM Services for the Roseville Road/Arcade Creek Bridge Replacement, Sacramento, CA

Construction Administrator. HDR provided a full service construction management team for this \$4.5M bridge replacement and road widening project. Constructed in 1938, the now structurally deficient bridge is a heavily traveled thoroughfare in the City of Sacramento. The existing bridge consists of a six span concrete structure that is 210 feet in length and has a substandard width of 28 feet. It will be replaced by a 250 foot long, 48 foot wide, four span precast/prestressed voided slab bridge. The bridge is supported by a combination of fifty 24-inch and 30-inch diameter CIDH piles. Services include Resident Engineer, inspection, utility coordination, specialized sole source inspection, Gamma Gamma testing for CIDH piles, surveying, construction staking, materials testing, labor compliance, contract administration, and public outreach. Close coordination with PG&E, SMUD, UPRR, and Haggin Oaks Golf Course.

San Joaquin County Department of Public Works, Construction Management Services for Lower Sacramento Road Improvements, Sacramento, CA

Construction Administrator for the 3 mile long widening of Lower Sacramento Road. The road is being widened from 2 to 4 lanes with median for this \$8M project. The project will provide full shoulders for improved traffic safety, a new traffic signal at Mettler Road, a modified traffic signal and intersection alignment at Armstrong Road, and needed drainage improvements.

City of Sacramento, Cosumnes River Boulevard Extension and I-5 Interchange, Sacramento, CA

Office Engineer and Document Control for the construction of the extension of Cosumnes River Boulevard, from Franklin Road to Freeport Boulevard, including the construction of a new interchange and overcrossing at I-5, as well as a 945' new bridge over Morrison Creek.

City of Stockton, I-5/French Camp Parkway Interchange, Stockton, CA

Administrative Support for the design team, including typing and editing of technical specifications, project reports and client requisitions. HDR is preparing the final design of new roadway and interchange modification to provide cross-town connector between I-5 and SR 99 and improve access to Stockton Metropolitan Airport and adjacent industrial land. Project work includes the preparation of PR, Plans Specifications and Estimates (PS&E), and other project development documents. The design consists of an elevated four-lane roadway approximately 6,500 feet in length. Also requires installation of retaining walls, traffic signals and street lighting, and utilities and frontage roads relocation.

City of Hercules, Hercules UPRR Rail Station, Hercules, CA

Administrative Support for the design team, editing technical specifications and correspondence reports for coordination between client and local agencies. The project encompasses a station platform and related structures and appurtenances, passenger access including an overhead structure, utilities, drainage, fencing, railroad track and track realignment, an optional railroad drainage structure, railroad signal system, and an optional overhead access to a future ferry terminal.

City of Stockton, I-5/French Camp Parkway Interchange, Stockton, CA

Administrative Support for the final design of new roadway and interchange modification to provide cross-town connector between I-5 and SR 99 and improve access to Stockton Metropolitan Airport and adjacent industrial land. Project consists of an elevated four-lane roadway approximately 6,500 feet in length. Also requires installation of retaining walls, traffic signals and street lighting, and utilities and frontage roads relocation.

Jim Hecht, PE | FTA Specialist | HDR

Jim has 30 years of experience managing the development of significant rail transit projects from planning, preliminary engineering, final design, construction, to the initiation of service. Jim has hands-on experience acquiring environmental permits, managing wetland mitigation efforts, receiving local agency and Caltrans approvals, acquiring right-of-way, preparing and negotiating utility and developer agreements, directing the work of designers, construction managers and contractors, managing contracts, and making presentations to community groups and City Council members. Jim has experience both as the public agency client and as the consultant providing service to the client. Jim's roles as MTDB's Project Manager on two back-to-back 7-year, 6-mile light rail projects in San Diego, Mission Valley West and Mission Valley East, gave him extensive experience in all aspects of rail project design, construction and start-up that he applies to all of his projects. Jim has been HDR's project manager on the Downtown Riverfront Streetcar project since 2007 and has also provided QC reviews for the Tuscon Sun Link Streetcar Dallas Oak Cliff Streetcar, Seattle Center City Connector, and Tacoma Link Extension.

EDUCATION

MS, Civil Engineering
University of California at
Berkeley, 1986

BS, Civil Engineering,
University of CA Irvine,
1985

REGISTRATION

Professional Engineer,
California, No. C44756

RELEVANT EXPERIENCE

Sacramento Regional Transit District, South Line Phase 2 (Blue Line to Cosumnes River College) Final Design, Sacramento, CA

Project Manager. Jim worked about half-time from RT's offices over a two-year period to help RT obtain FTA Approval to Enter Final Design and the Full Funding Grant Agreement for 50 percent federal funding through the New Starts Program for this 4.3-mile LRT extension from Meadowview Road to Cosumnes River College in South Sacramento. Jim helped RT complete third party approvals, to get FTA approvals for Letters of No Prejudice to start construction, and helped RT prepare FTA project readiness documents and final bid packages. Applicable elements: Knowledge of RT and their plans, procedures, and operations. Demonstrated success completing FTA requirements and obtaining their approvals.

Sacramento Regional Transit District, Downtown Riverfront Streetcar Project, Sacramento, CA

Project Engineer. Jim was responsible for setting the alignment, producing the preliminary engineering plans, report and cost estimate, and coordinating the environmental, traffic and systems engineering tasks leading to preliminary engineering plans and two environmental documents for this 3.3-mile-long modern streetcar project from West Sacramento City Hall to the Sacramento Convention Center and Midtown Sacramento. Applicable elements: Jim has been working nearly continuously on this project since joining HDR in 2007, and he has worked on refinements and improvements to the design and knows every alternative and variation, and the rationale for all decisions made.

Sacramento Regional Transit District, Downtown-Natomas-Airport (DNA Green Line) Light Rail Extension – Environmental, Engineering, and Transitional Analysis, Sacramento, CA

Project Manager. Jim managed the completion of an EIR and 30 percent design in nine months, followed by a design-build procurement for the one-mile segment to Richards Boulevard (Green Line to the River District) that opened in June 2012. Jim also led the update of the Alternatives Analysis for a 12-mile LRT extension from Downtown Sacramento, across the American River, through Natomas, and to Sacramento International Airport to qualify the project for FTA New Starts funding by improving ridership and by making value engineering improvements to the project. Applicable elements: Design of an extension to the Sacramento light rail system in downtown Sacramento. Coordination with the City of Sacramento. Cost efficient and timely design. Conformance with RT LRT Design Criteria, operations, and procurement practices. FTA coordination.

Los Angeles County Metropolitan Transportation Authority, Restoration of Historic Streetcar Service in Downtown Los Angeles, Los Angeles, CA

Project Manager. Jim was responsible for the successful completion of the FTA Alternatives Analysis Study, preparation of the Advanced Conceptual Engineering drawings, producing the Environmental Technical Reports, and readying the project for entry into FTA Small Starts for this 3.8-mile modern streetcar loop running in mixed-traffic lanes from Disney Hall (Grand Avenue) to the Civic Center along 1st Street to the Historic Core on Broadway to 11th Street and Figueroa Street to South Park and Staples Center to 7th Street, the Finance District and Restaurant Row, to the Jewelry District on Hill Street back up 1st Street to Disney Hall.

Cesar Montes de Oca, PE, QSD/QSP

Resident Engineer



Certifications:

Professional Engineer
License C74090

Qualified Stormwater
Developer 00833

NASSCO Certified CIPP
Inspector

Education:

B.S. Civil Engineering
Sacramento State

Affiliations:

APWA

Expertise:

Roadway
LID Improvements
Underground utilities
Design-build
CIPP
NPDES MS4 and CGP

Relevant Experience:

Successfully managed
projects funded by Federal,
State and Local funds.

Delivered multiple
infrastructure projects from
planning to construction.

Mr. Montes de Oca has over 10 years of verification and validation, civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects as well as private residential and commercial land development projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed / inspected include roadway rehabilitation projects, underground utilities, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others.

Experience:

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project, Roseville, CA

This federally funded resurfacing project includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Assistant Resident Engineer responsible for client and contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

East Bidwell Improvement Project, Folsom, CA

Inspector for this .9-mile roadway improvement project. The project widened East Bidwell Street to the north between Power Center Drive and Oak Avenue Parkway providing three thru-lanes and a class II bike lane. The project included pavement rehabilitation, installation of new street lighting and new irrigation. Responsible for inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Twin Oaks and Mariposa Drainage Project, Citrus Heights CA

Resident Engineer for this project that adds drainage pipes and improves drainage ditches along Mariposa and Twin Oaks Avenue to increase drainage capacity and reduce risk of flooding. Prepared daily reports following the Caltrans format. Prepared quantity sheets and progress payment quantities, independent verification of CCO's, submittal and RFI review, and Weekly Statements of Working Days.

Carl Sloan, PE Resident Engineer



Certifications:

Professional Engineer
License C59243

NASSCO Certified CIPP

Graduate Caltrans RE
Academy

Education:

B.S. Civil Engineering Cal
Poly San Luis Obispo

MBA U.C. Davis

Affiliations:

APWA
ASCE

Expertise:

Roadway Pavement
Caltrans Standards Design-
Build
CIPP

Relevant Experience:

Experienced Construction
Manager for public
infrastructure projects.

Successfully managed
projects funded by Federal,
State and Local funds.

PM / RE of award winning
revitalization project.

Mr. Sloan has over 21 years of civil engineering, construction management and inspection experience. His resume includes a variety of public infrastructure projects. He has performed the role of Resident Engineer, Assistant Resident Engineer and Senior Inspector. Projects he has managed / inspected include roadway rehabilitation projects, underground utilities, potable water, storm drain infrastructure, overlays, Cured in Place Pipe (CIPP) and many others.

Experience:

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project, Roseville, CA

This federally funded resurfacing project includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. Resident Engineer responsible for client contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Sunrise Blvd/Sungarden Signalization Project, Citrus Heights CA

Resident Engineer for this federally funded \$1.3 million project. Improvements included resolving complex grading issues, new traffic signal, curb gutter sidewalk, storm drain, curb ramps landscaping, median improvements and street lights. Managed project documentation, submittal review, RFI response, CCO evaluation and management, budget forecast and progress payment processing, field engineering, design team and agency coordination.

Blairs Lane Bridge Replacement Project, Placerville, CA

Resident Engineer for this federally funded project that replaces a 1-lane bridge with a new 2-lane single span prestressed bridge on spread footings over Hangtown Creek. The project included relocation of sewer facilities, extensive utility, retaining wall and roadway work. Responsible for project management, agency coordination, constructability review, project documentation, submittal review, RFI response, CCO management, budget forecast and progress payment processing, and field engineering.

Johnny Cash Trail and Overcrossing, Folsom CA

This project was a \$3.8 million overpass at Folsom Lake Crossing Road and East Natoma Street. Senior Inspector responsible for structural inspection including inspecting rebar, forms and concrete placement of the overpass. Managed all materials testing to ensure compliance with the City of Folsom's QAP.

Justyn Webster

Assistant RE/Construction Inspector



Education:

BS Degree, Civil Engineering
Michigan State University

Certifications:

EIT NCEES

STS Certified Safety
Professional – ID#
7416566397

CAL OSHA 10-hr

CAL OSHA Excavation
Competent Person

CPR and First Aid Certified

Expertise:

Concrete slab
Concrete box girder
Concrete pre-cast girder
Pre-stressed concrete
Construction over water
Construction over railroads
Falsework Steel and Wood
Post
Underground Utilities
Beam and Plate Shoring
Trench Shoring
Construction safety
Caltrans bridge construction
methods

Relevant Experience:

10 years of experience in
the construction industry.

Experience working on
Caltrans state highway
bridge projects.

Mr. Webster has 10 years of experience in the construction industry.

His career has been focused on roadway and bridge construction. Mr. Webster has a strong understanding of all aspects of bridge construction from falsework and foundations to post-tensioned decks as well as underground utility installation and relocation. His knowledge of the Caltrans Standard Specifications and Plans is excellent. He is experienced in all types of bridge projects including retrofits, cofferdam construction, prestressed concrete and construction over waterways. His roadway experience includes both highway and local streets including oversight of AC paving, drainage and utility improvements.

Experience:

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project, Roseville, CA

This federally funded project is part of the City's annual resurfacing program and includes 16 center lane miles of roadway. The project consists of placement of Hot Mix Asphalt (HMA) and Type "C" intersection mix, slurry seal, seal coat, and microsurfacing to various arterial streets. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Assistant Resident Engineer responsible for client contractor and community coordination, inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

Blairs Lane Bridge Replacement Project, Placerville, CA

Assistant Resident Engineer for this Federally funded project replaces a 1-lane bridge with a new 2-lane single span prestressed bridge on spread footings over Hangtown Creek. The project included relocation of existing sewer facilities, extensive utility, retaining wall and roadway work. Responsible for submittal review, RFI response, CCO evaluation and management, budget forecast and progress payment processing, project documentation closeout.

Twin Oaks and Mariposa Drainage Project, Citrus Heights, CA

Assistant Resident Engineer/Inspector for this project that adds drainage pipes and improves drainage ditches along Mariposa and Twin Oaks Avenue to increase drainage capacity and reduce risk of flooding. Prepared daily reports following the Caltrans format. Prepared quantity sheets and progress payment quantities, independent verification of CCO's, submittal and RFI review, and Weekly Statements of Working Days.

Pat Myers

Senior Electrical Civil Inspector



Expertise:

Traffic Signals
Interconnect
Intelligent Transportation
Systems
Joint Trench
Curb, Gutter, Sidewalk
SWPPP

Relevant Experience:

39 years' electrical industry experience.

Experience working on Caltrans state highway roadway and bridge projects.

Light Rail

Delivers projects ahead of schedule

Project Management

Knowledgeable about local agency and Caltrans standards

Mr. Myers has 39 years of experience in the construction industry. His career has focused on electrical infrastructure including traffic signals, ITS components and street lighting. He has a strong understanding of all aspects of roadway and electrical construction, from joint trench through project completion. He has extensive knowledge of the Caltrans Standards and local agency standards and specifications as well. He is experienced in all types of roadway / electrical projects including signal retrofits, new construction, roadway revitalization and light rail / regional transit.

Experience:

2015 Regional Surface Transportation Program (RSTP) Arterial Microsurfacing Project, Roseville, CA

This federally funded resurfacing project includes 16 center lane miles of roadway. The roadway improvements include striping and vegetation removal, ADA upgrades, temporary paint striping, striping placement, placement and maintenance of BMPS, traffic signal modifications, digouts, HMA and resurfacing. Electrical Inspector responsible for all electrical inspection including traffic signals and loops, and ped crossings.

East Bidwell Improvement Project, Folsom, CA

Electrical Inspector for this .9-mile roadway improvement project. The project widened East Bidwell Street between Power Center Drive and Oak Avenue Parkway providing three thru-lanes and a class II bike lane. The project included pavement rehabilitation, installation of new street lighting and new irrigation. Responsible for all electrical inspection including traffic signals and loops, and ped crossings.

Pleasant Grove/Westbrook/Westpark Traffic Signal and Street Lighting, Roseville, CA

Project Manager/Project Superintendent for this project that included a new intersection on an existing roadway. Traffic signal and interconnect conduit was installed at three locations for future intersections. Street lighting installation was built in accordance with Roseville Electric specifications.

Vernon Street Revitalization Project, Roseville, CA

Project Superintendent for this important revitalization project. This project included traffic signal modification, loop installations, interconnect installation and decorative street lighting. Traffic signals were constructed in accordance with the City of Roseville standards. Street lighting installation was built in accordance with Roseville Electric specifications.



Joshua Noegel, *Special Inspections Project Manager*

Mr. Joshua Noegel has 14 years of laboratory, field, and project management experience. He utilizes both his technical knowledge and project management skills, provides all scheduling, technician oversight, test review, and project coordination. He also serves as quality control manager, verifying compliance with project specifications and inputting data for submittal to the State. Mr. Noegel uses his knowledge of ASTM test methods along with his experience on DSA projects to deliver projects on schedule and within budget. He has managed several projects for some of the largest cities and authorities in Sacramento County and has provided services for nearly every type of construction project.

Certifications

CPN/Troxler Nuclear Gauge Certified

ACI Field Grade I

ACI Laboratory Grade I

ACI Laboratory Grade II

ICC Reinforced concrete

ICC Structural Masonry

ICC Fireproofing

Qualifications

Materials and Soils Engineering
Project Management

Quality Assurance Testing

City of Sacramento Experience

Preparation of quality control programs for Caltrans, FAA, and public works projects

Oversight and management of quality control programs

Technical oversight of quality control field technicians

Participated in laboratory accreditation by AMRL

Participated in laboratory accreditation by Caltrans

Technical direction for field technicians and special inspectors

Technical oversight of laboratory testing performed on aggregate, concrete, and hot mix asphalt

Complex infrastructure project management and quality program administration

Overview

In the industry since 2003

Joined Twining in 2014

Project Experience

City of Roseville, On Call Materials Testing and Inspection, Roseville, CA: Mr. Noegel provided geotechnical engineering and materials testing services as needed for selected projects within the City. During the three year contract, Mr. Noegel responded to scheduling inspection and testing within the City's turn-around.

Sereno Drive Pavement Rehabilitation, City of Vallejo This project consists of providing phased traffic control for street closures, potholing for utility verification, over-excavation, placement of geotextile fabric, spreading and compacting of stabilization rock, phased cold-milling removal of asphalt concrete and hot mix asphalt paving, lowering and raising existing utility frames and covers, installing traffic loop detector handholes and conduit, loop detectors or radio presence detectors, installing temporary pavement markers and permanent pavement striping and markings. Josh is acting as the Project Manager, overseeing the sampling and testing in accordance with the applicable CALTRANS and AASHTO Standards.

City of Folsom Concrete and Pavement Repair, Folsom, CA: This citywide concrete and pavement repair project will extend the lifespan of major roadways and residential streets. Josh, as the project manager, is overseeing the repair and resurface of a dozen local roads and will include a combination of asphalt overlays and micro-surfacing depending on the severity of pavement distress.

City of Sacramento, Roseville Road Bridge Replacement: This project involved the removal and replacement of the existing Roseville Road Bridge over Arcade Creek. The new bridge was brought up to meet current standards and served to improve safety for pedestrians and bicyclists by providing wider bike lanes and sidewalks, and improving hydraulics of Arcade Creek. Josh served as the Twining Project Manager and coordinated all materials testing, inspection, and geological services for all phases of this project.



JONATHAN C. BOLAND, GE, QSD

Associate Engineer

Jon has been with ENGEO since 2005. He works directly with public agencies, developers, and land owners, providing geotechnical consulting, project management, and quality assurance materials testing for residential communities, hospitals, schools, water storage, levees and other public works projects throughout northern California and western Nevada.

Jon has extensive experience with managing and coordinating field testing operations during mass grading activities, underground utility construction, and asphalt concrete paving in accordance with local and state specifications. He has performed analysis of levee embankments for seepage and stability and has prepared design recommendations for deep pile foundation systems including vertical pile capacity, lateral pile deflection analysis, consideration for pile groups, and long-term settlement potential.

EDUCATION

MS Civil Engineering, Geotechnical Engineering University of California at Davis 2001

BS Civil Engineering California Polytechnic University, San Luis Obispo 1999

EXPERIENCE

Years with ENGEO: 12

Years with Other Firms: 4

REGISTRATIONS & CERTIFICATIONS

Geotechnical Engineer, CA 2763

Professional Engineer, CA 65916

Professional Engineer, NV 018031

CASQA QSD Certified, CA 22595

SPECIALIZATIONS

- Compressible Soils
- Construction Observation
- Deep Foundations
- Earth Retaining Structures
- Foundation Design
- Hillside Grading
- Landslide Investigations and Repairs
- Levee Analyses
- Liquefaction Analyses
- Pavement Evaluation and Design
- Port and Harbor Facilities
- Seepage Evaluation
- Subgrade Stabilization

Select Project Experience

On-Call Materials Testing Services (Current)—Roseville, CA

Project Manager. Jon coordinates as-needed services for various City Department. Projects during the first year of the contract term include:

- Industrial Avenue Bridge Widening
- 2016 Bike Trail Resurfacing
- William Hughes Park Bridge
- Westbrook Village 6 Pavements
- Pleasant Grove Boulevard Widening
- Mike Shellito Pool Splashpad

2015 & 2016 Residential Resurfacing Projects—Roseville, CA

Project Manager. Jon provided geotechnical consulting, coordinated field testing, and reviewed field and laboratory data. The residential resurfacing project includes quality assurance field testing of chip seal, slurry seal and fog seal aggregates and asphalt emulsions on multiple streets in the West Roseville area. Project challenges included rapid turnaround for emulsion and liquid asphalt laboratory testing as detailed in the project specifications.

Roseville Comprehensive High School #6—Roseville, CA

Project Manager. Jon provided geotechnical engineering and reviewed field and laboratory data for the geotechnical and geohazard report. His work included subsurface investigation, field infiltration testing, and development of geotechnical recommendations, including foundations, retaining walls, earthwork, utility trench backfill, and pavements. The Roseville Comprehensive High School #6 is located on approximately 53 acres in the Westpark area of Roseville. Improvements include five, three-story classroom buildings, office facilities, administration buildings, a gymnasium/multi-purpose room, baseball fields, soccer fields, a depressed football field, underground utilities, exterior concrete flatwork and asphalt concrete parking areas.



CONSTRUCTION TESTING SERVICES

Yate Kim Chhoun-Le

Project Manager

Education

- B.S. Civil Engineering & Minor in Engineering Management, University of the Pacific, Stockton, CA, 2005

Certifications

- 40-Hour HAZWOPER OSHA Certification
- D.O.T HazMat Trained
- ACI, Field Technician, Grade I No. 00103572
- Certificate for Completion of Safety
- Training for Operation of Nuclear Gauge
- Experience with AutoCAD and IronCAD

Mrs. Chhoun-Le offers invaluable experience in the engineering and construction industries with a focus in materials testing. She is a highly skilled project manager with exceptional interpersonal, budget management and technical skills. Yate brings the value-added benefit to her projects of her background in civil engineering which enables her to act in the role of staff engineer, reviewing field and shop inspection reports and laboratory test results and report preparation for conformance with plans and specifications as well as CTS' internal quality control procedures.

Select Professional Experience

South Placer County Courthouse, Roseville, CA

Yate was CTS' staff engineer for this project which consisted of construction of a 4-story structural steel office building totaling approximately 75,000 sf. CTS' scope of services included sampling and observation of placement of concrete, reinforcing steel, structural welding (field, shop), high strength bolting, structural masonry, fireproofing, torque test, epoxy bolt/dowel inspections, bend tests, and non-destructive testing. She provided mix design reviews and coordinated WPS reviews.

California Department of Correction (CDCR), Mule Creek State Prison, Level II Dorm Facilities, Ione, CA

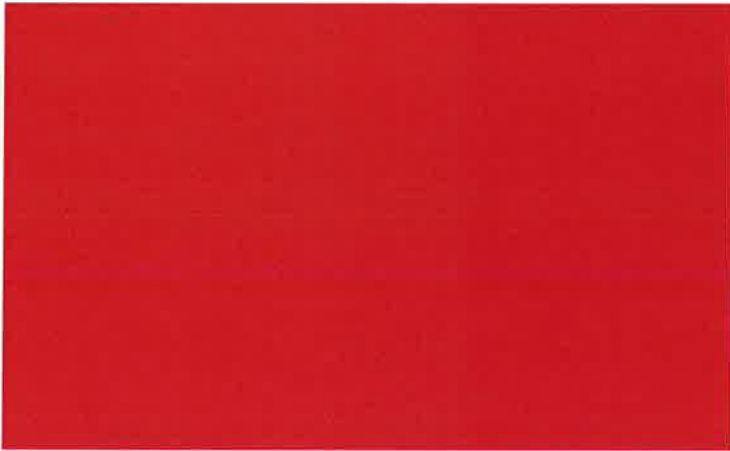
In 2012, the state Legislature adopted Senate Bill 1022 authorizing the CDCR to construct three new housing unit facilities at existing prison sites. Mule Creek State Prison consisted of two-792-bed facilities; a total of 1,584 beds, built on state prison land adjacent to the State Prison in Ione. CTS performed material testing and special inspection services including soil, concrete, masonry, grout, reinforcing steel, structural steel, high strength bolting, spray applied fireproofing and ac paving. Yate was the project manager for this project working with the DGC/CDCR team.

City of Citrus Heights, On-Call Transportation Projects, Citrus Heights, CA

The City of Citrus Heights General Services Department chose CTS to work in conjunction with its Transportation Capital Improvement Program to help the city achieve compliance and perform quality control testing of materials for its federally funded transportation improvement projects. Yate was the project manager for all projects.

Latrobe Road Widening Project, El Dorado Hills, CA

This project widened Latrobe Road from two lanes to four lanes. CTS provided the aggregate lab test results and obtained samples of the AC recycled grinding from the stockpile per CT 125 sampling for lab tests, to verify acceptance of the class II recycled specifications. CTS also provided sieve analysis, resistance value, sand equivalent and durability. Yate was the quality control manager for this project.



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materials and reduction of material use.

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EXHIBIT “B”

**HDR Construction Control Corporation
PROPOSED RATE SCHEDULE
2017**

**City of Roseville
Construction Management and Inspection Services**

Classification	2017 Hourly Loaded Rate Range
Principal Engineer/Project Manager	\$221
Resident Engineer Level 2	\$180 - \$247
Resident Engineer Level 1	\$155 - \$179
CIP Construction Inspector (Prevailing Wage)	\$149
CIP Construction Inspector (Prevailing Wage – 1.5 OT)	\$183
Administrative Assistant/Accounting	\$86 - \$96
Vehicle Cost Per Month	\$1,200
HDR Sub Consultant Mark Up	5%

Notes:

- (1): Non Prevailing Wage rates are subject to a 3.5% merit pay increase January 1st of each year.
- (2): Billing rates cover payroll cost, employee benefits cell phone, standard tools and equipment, and HDR overhead and profit.
- (3): Inspector rates are subject to Prevailing Wage increases and requirements by the State of California Department of Industrial Relations (DIR).
- (5): Rates assume office space provided by City.
- (6): Vehicles billed as \$7.21/hour for Resident Engineers, Office Engineers, and Inspection Staff.

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant HDR Construction Control Corporation

Contract No. _____

Date 02/13/17**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
PM/Resident Engineer	Greg Zeiss	1	89.75	\$89.75
Resident Engineer	Ellsworth, Christopher P	1	62.09	\$62.09
Resident Engineer	Gary Selmi	1	74.46	\$74.46
Resident Engineer	Michael Zen	1	75.00	\$75.00
Resident Engineer	Marty Jackson	1	75.00	\$75.00
Resident Engineer	Mike Mueller	1	49.25	\$49.25
Resident Engineer	Ron Perkins	1	100.50	\$100.50
Resident Engineer	Thor Larsen	1	70.35	\$70.35
Resident Engineer	Clay Walker	1	69.14	\$69.14
Construction Inspector *	Dave Bingen	1	62.52	\$62.52
Construction Inspector *	Kyle Sanford	1	59.38	\$59.38
Construction Inspector *	Scott Loewen	1	59.38	\$59.38
Construction Inspector *	John Gipe	1	59.38	\$59.38
Construction Inspector *	Jerry Nystrom	1	59.38	\$59.38
Construction Inspector *	George Gleason	1	62.05	\$62.05
Construction Inspector *	Alan Westmoreland	1	61.43	\$61.43
Construction Inspector *	Sam Albino	1	63.93	\$63.93
Construction Inspector *	William Hinds	1	59.38	\$59.38
Office Engineer	Johnson, Kari S	1	34.87	\$34.87
		19		\$1,247.24

LABOR COSTS

a.1) Subtotal Direct Labor Costs

\$1,247.24

b.1) Anticipated Salary Increases (see page 2)

\$49.89

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **\$1,297.13****FRINGE BENEFITS**d) Fringe Benefits (Rate: 0.00%)e) **Total Fringe Benefits**[(c) x (d)] **\$0.00****INDIRECT COSTS**

f.1) Overhead - CCC

(Rate: 115.3300%)

g) Overhead [(a.1+b.1) x (f.1)]

\$1,495.98

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] **\$1,495.98****FEE (Profit)**q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] **\$279.31****OTHER DIRECT COSTS (ODC)****Description**

- l) Truck Costs per Month (supported by consultant actual costs) \$1200/vehicle
- m) Miscellaneous
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

Unit(s)	Unit Cost	Total
19	\$6.92	\$131.48
0	\$0.00	\$0.00
0	\$0.00	\$0.00

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] **\$131.48****TOTAL COST** [(c) + (j) + (k) + (p)] **\$3,203.90****NOTES:**

- Employees subject to prevailing wage increases and requirements are marked with an *
- ODC items should be based on actual costs and supported by historical data and other documentation
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Rates shown are 2016 rates based on RFP date of December 15, 2016.
- Rates are subject to a 3.5% merit pay increase January 1st of each year.

3.5%



2017 FEE SCHEDULE - P12262 2/10/17
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel	\$485.00	\$118.52
Nondestructive - UT, MT, PT	\$490.00	\$118.52
Steel Visual/UT Combination	\$485.00	\$118.52
Concrete ACI	\$485.00	\$101.03
Concrete ICC	\$485.00	\$101.03
Masonry	\$485.00	\$101.03
Fireproofing	\$485.00	\$101.03
Soil Technician w/Nuclear Gauge and/or Sand Cone (<i>portal-to-portal</i>)	\$485.00	\$101.03
Roofing & Waterproofing	\$185.00	
Multi-Disciplined Inspector	\$175.00	
Specialty Inspector or where formal certification is required	\$185.00	
Field Inspector with Special Enhancement	\$185.00	
Laboratory Technician	\$185.00	
Technician Typist	\$185.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$310.00	
Geotechnical Engineer	\$260.00	
Consulting Engineer (Civil/Structural)	\$235.00	
Associate Engineer, Licensed	\$210.00	
Project Manager	\$185.00	\$130.12
Staff Engineer	\$185.00	
Field Supervision	\$160.00	
ASNT Level III	\$175.00	
Drafting	\$125.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
* Epoxy Bolt/Expansion Anchor Proof Load Testing	\$185.00	
* Coring, 1 Person (including equipment)	\$170.00	
* Coring, 2 Persons (including equipment)	\$220.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$250.00	
Floor Flatness Testing FF/FL - Equipment Fee \$100/Day	\$250.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$30/Kit	\$250.00	ASTM F1869
Ferrosan - Equipment Fee \$100/day	\$250.00	
GPR - Equipment Fee \$100/day	\$295.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$135.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$300.00	
Welding Procedure Review (less than 48 hours notice - \$500)	\$300.00	
Welder Qualification Test	\$200.00	
DSA Interim Reports	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$300.00	
Final Letter (less than 48 hours notice - \$500)	\$300.00	
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$860.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.



BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code (portal to portal). Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum
Wireless Router/Data Card for Jobsite Internet	\$100.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$120.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$15.00/each
Weekend Sample Pickup	\$75.00/hour
Project Administration	6% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$100 + Test
Samples Made by Others: All Other Tests	\$40 + Test
Laboratory Sample Witness Fee	\$100.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$100.00

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



CONCRETE AND MASONRY TESTS

CONCRETE		Standard Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$60.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$60.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$115.00
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$50.00
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$90.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$330.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$230.00
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$230.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$110.00
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$330.00
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$80.00
Shotcrete Production Cores	ASTM C1140	\$80.00
Coefficient of Thermal Expansion	AASHTO T336	\$400.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$300.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$725.00
Cement Quality Sampling	CBC 2010	\$500.00
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$40.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$190.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$170.00
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$110.00
Density of Hydraulic Cement	ASTM C188	\$145.00
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$110.00
GFRC Pull Test	PCI	\$280.00
GFRC Flexural Test	PCI	\$280.00
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$65.00
MASONRY		
Compressive Testing of Grout (Masonry)	ASTM C1019	\$90.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$90.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$135.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$135.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$90.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$135.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$200.00
Masonry Core Shear Testing	CBC 2105A.4	\$200.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$250.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$750.00
Mortar Molds. 2" x 4". Single Use		\$90.00
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$90.00
AGGREGATES (SOILS AND CONCRETE)		
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$165.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$220.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$275.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$165.00
Evaluating Cleanliness of Coarse Aggregate	CT227	\$275.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$200.00
Unit Weight of Aggregate	CT212	\$135.00
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$160.00
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$275.00
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$250.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$250.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$250.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131(535) and C211	\$400.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of		
Fractured Particles in Coarse Aggregate	ASTM D5821/CT205	\$300.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$300.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419/CT217	\$200.00
Durability Index (Fine)	ASTM D3744/CT229	\$300.00
Durability Index (Coarse)	ASTM D3744/CT229	\$300.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$315.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR
Resistance of Rock to Wetting and Drying	CRD-C169	\$440.00

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$400.00
Caltrans Corrosivity Package		\$375.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR
Soils and Waters for Sulfate Content	CT417	QOR
Soils and Waters for Chloride Content	CT422	QOR
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$440.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$465.00
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$400.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$300.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$375.00
Hydrometer Only	ASTM D422	\$400.00
pH of Soils	ASTM D4972	\$350.00
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$440.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844/CT301	\$440.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216/CT226	\$110.00
Density of Soil in Place by the Drive-Cylinder Method	D2937	\$85.00
Expansion Index of Soils	ASTM D4829	\$300.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084/CT220	\$410.00
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$250.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$210.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$210.00
Density of Hydraulic Cement	ASTM C188	\$190.00
Volatile Organic Content	EPA 8260B	QOR
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	QOR
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR
ICP Metals Concentration	EPA 6020	QOR
pH	EPA 9045D	\$400.00
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR
Chromium Soluble	EPA 7196A	QOR
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$200.00
Universal Soil Classification System (USCS) Test	ASTM D2487	\$220.00
California Bearing Ratio Test	ASTM D1883	\$275.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166/CT221	\$140.00
ASPHALT		
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$550.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$200.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$200.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726/CT308	\$750.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	QOR
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$300.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$750.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	\$300.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR
Swell of Bituminous Mixtures	CT305	\$275.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt Stabilometer Value (1 sample)	ASTM D1461/CT307	\$700.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT366	\$275.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$300.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT382/ASTM D6307	\$300.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	CT370	\$300.00
Compressive Strength of Bituminous Mixtures	ASTM D1075	\$2,500.00
	ASTM D1074	\$200.00

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



MATERIALS MECHANICAL TESTS		Standard Rate/Each
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$350.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$150.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$350.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$350.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$250.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$275.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$330.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$330.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$200.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$395.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$110.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$250.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$250.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$275.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$275.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$250.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$250.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$200.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$750.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,100.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$200.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$55.00

CONTACT INFORMATION

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Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Sacramento: 4770 Duckhorn Drive • Sacramento, CA 95834 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Construction Testing Services, Inc. Contract No. _____ Date 2/10/2017

Fringe Benefit 71.00% + Overhead 0% + General Administration 88% = Combined Indirect Cost Rate(ICR) 159.00%
 (= 0% if Included in OH) (= 0% if Included in OH) *GA Includes Overhead

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Steel Shop & Field Welding (average bill rate)	\$118.52	\$177.78	\$237.04	7/1/2016	6/30/2017	\$41.60	0	N/A
	\$124.45	\$186.68	\$248.90	7/1/2017	6/30/2018	\$43.68	5.00%	N/A
	\$130.68	\$196.02	\$261.36	7/1/2018	6/30/2019	\$45.87	5.00%	N/A
Special Inspector (average bill rate)	\$118.52	\$177.78	\$237.04	7/1/2016	6/30/2017	\$41.60	0	N/A
	\$124.45	\$186.68	\$248.90	7/1/2017	6/30/2018	\$43.68	5.00%	N/A
	\$130.68	\$196.02	\$261.36	7/1/2018	6/30/2019	\$45.87	5.00%	N/A
Soils Inspector & Asphalt Technician (average bill rate)	\$101.03	\$151.55	\$202.06	7/1/2016	6/30/2017	\$35.46	0	N/A
	\$106.09	\$159.14	\$212.18	7/1/2017	6/30/2018	\$37.24	5.00%	N/A
	\$111.40	\$167.10	\$222.80	7/1/2018	6/30/2019	\$39.10	5.00%	N/A
Project Manager	\$130.12	\$195.18	\$260.24	7/1/2016	6/30/2017	\$51.27	0	N/A
	\$134.02	\$201.03	\$268.04	7/1/2017	6/30/2018	\$52.81	3.00%	N/A
	\$138.04	\$207.06	\$276.08	7/1/2018	6/30/2019	\$54.29	3.00%	N/A

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

* Denote all employees subject to prevailing wage with an asterisks (*)

* For "Other Direct Cost" listing, see page 2 of this Exhibit

Note: Annual increase not to exceed 3.5%

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.



Schedule of Fees 2016 - 2017 Prevailing Wage

NOTE: Twining's rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 280.00
10001	Principal Engineer/Geologist	\$ 180.00
10017	Metallurgical Engineer	\$ 175.00
70000	Registered Geotechnical Engineer	\$ 175.00
10010	Technical Advisor	\$ 175.00
10011	Material Scientist, Welding/NDT Consultant	\$ 190.00
70003	Registered Geologist/Certified Engineering Geologist	\$ 165.00
10003	Senior Engineer/Geologist	\$ 160.00

10009	Registered Civil Engineer	\$ 155.00
60003	Roofing/Waterproofing Consultant	\$ 180.00
10013	Project Engineer/Manager	\$ 145.00
30000	Quality Control Manager	\$ 135.00
10005	Senior Staff Engineer/Geologist	\$ 130.00
10007	Staff Engineer/Geologist	\$ 125.00
10015	Quality Control Administrator	\$ 115.00
10019	Metallurgical Technician	\$ 90.00
90001	CADD Operator/Draftsperson	\$ 80.00
70107	Field Supervisor/Safety Manager	\$ 110.00
20000	Laboratory Manager	\$ 100.00
9800*	Laboratory Technician	\$ 80.00
90005	Expert Witness Testimony	\$ 390.00
91010	Qualified SWPPP Developer	\$ 125.00
91000	Qualified SWPPP Practitioner	\$ 115.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 90.00
10103	Prestressed/Post Tensioned Inspector	\$ 90.00
10105	Concrete ICC Inspector	\$ 90.00
10109	Drilled-In-Anchor Inspector	\$ 90.00
10111	Gunite/Shotcrete Inspector	\$ 90.00
10113	Masonry Inspector	\$ 90.00
10201	Structural Steel/Welding Inspector	\$ 90.00
10203	AWS Certified Welding Inspector	\$ 99.00
10207	Fireproofing Inspector	\$ 90.00

10501	Lead Inspector	\$ 99.00
75001	Asphalt Field and Plant Inspector/Technician	\$ 89.00

70103	Pile Driving Inspector	\$ 95.00
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70101	Soils Technician	\$ 89.00
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10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 89.00
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60001	Roofing/Waterproofing Inspector	\$ 107.00
10515	Mechanical Inspector	\$ 125.00

10519	Electrical Inspector	\$ 125.00
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10521	Plumbing Inspector	\$ 125.00
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10523	Building Inspector	\$ 125.00
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50003	Field Engineering Technician	\$ 89.00
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Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 87.00
10309	Batch Plant Quality Control Technician/Inspector	\$ 87.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-cast concrete/Pipe Fabrication Inspector	\$ 87.00

Task Code	Non-Destructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 99.00
10403	NDE Magnetic Particle Testing Technician	\$ 99.00
10405	NDE Dye Penetrant Testing Technician	\$ 99.00
10305	Combination NDE Technician/Welding Inspector	\$ 99.00
10409	Radiographic Testing (crew of 2)	\$ 375.00
10020	NDE Engineer	\$ 160.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 40.00
95309	Torque Wrench, Small	\$ 15.00
95312	Torque Wrench, Large	\$ 25.00
95315	Torque Multiplier	\$ 40.00
95321	Air Meter	\$ 20.00
95324	Brass Mold	\$ 20.00
95343	Nuclear Gauge (Per Hour)	\$ 9.00
95333	Pull Test Equipment	\$ 60.00
95348	Concrete/Asphalt Coring Equipment (Per hour)	\$ 120.00
95327	Pachometer	\$ 55.00
95336	Floor Flatness (Dipstick)	\$ 45.00
95330	Schmidt Hammer	\$ 20.00
95341	Vapor Emission Test Kits	\$ 30.00
95342	Relative Humidity Probe	\$ 45.00
95339	V-Meter	\$ 100.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 20.00
95300	A Scan Ultrasonic Equipment and Consumables	\$ 65.00
95303	Magnetic Particle Equipment and Consumables	\$ 30.00

95306	Liquid Penetrant Consumables	\$ 25.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 50.00
95347	Ground Penetrating Radar (Per Hour)	\$ 50.00
95345	Impact Echo	\$ 280.00
95359	California Pavement Profiliograph (Per Hour)	\$ 115.00
95349	Inertial Profiler (Per Hour)	\$ 250.00
95357	Project Dedicated Vehicle	\$ 75.00

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	\$ 25.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	\$ 25.00
20103/20104	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	\$ 40.00
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 75.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 98.00

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid set concrete (per shift not exceeding 12 hours) All others by quotation	\$ 375.00



Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 40.00
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	\$ 75.00
20205	Core Compression Including Trimming (ASTM C42)	\$ 60.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 90.00
20208	6" x 6" x 30" Flexural Beams (CTM 523)	\$ 110.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 100.00

20211	Modulus of Elasticity Test (ASTM C469)	\$ 150.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	\$ 450.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 350.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 700.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	\$ 500.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	\$ 25.00
20157	Coring of Specimens in Lab (Each)	\$ 25.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35)	\$ 45.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	\$ 85.00
30221	6" x 6" x 30" Flexural Beams Made and Tested in Laboratory (ASTM C192, C293)	\$ 95.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	\$ 100.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	\$ 156.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 86.00
30201	Laboratory Trial Batch (ASTM C192)	\$ 450.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192)	\$ 800.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 450.00
30230	Additional Reading, Per Set of Three Bars	\$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403)	\$ 125.00
30209	Bleeding (ASTM C232)	\$ 125.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 475.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C109, C942)	\$ 400.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	\$ 450.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	\$ 700.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	\$ 4,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,100.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80120	Chemical Analysis for Water Soluble Sulfates (ASTM C114) (includes sample prep)	\$ 130.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete, continued	Rate
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1216) (includes sample prep)	\$ 130.00
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	\$ 140.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	\$ 2,000.00
80129	Petrographic Examination of Hardened Concrete (ASTM 856)	Quotation

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 1,000.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	\$ 550.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	\$ 500.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 6 months	\$ 2,000.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 12 months	\$ 2,200.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	\$ 550.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	\$ 530.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	\$ 1,000.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 185.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 195.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM204)	\$ 150.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	\$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	\$ 650.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	\$ 2,950.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 130.00
30403	Clay Lumps and Friable Particles (ASTM C142)	\$ 175.00
30321	Cleaness Value: 1" x #4 (CTM 227)	\$ 175.00
30322	Cleaness Value: 1.5" x .75" (CTM 227)	\$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	\$ 175.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	\$ 245.00



Task Code	Soils and Aggregate Tests, continued	Rate
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	\$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	\$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (CTM 229, ASTM D3744)	\$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 160.00
75004	Fine Aggregate Angularity (AASHTO T304, ASTM C1252, CTM 234)	\$ 185.00
30507	Flat and Elongated Particle (ASTM D4791)	\$ 225.00
30508	Flat or Elongated Particle (ASTM D4791)	\$ 195.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 250.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	\$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	\$ 250.00
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	\$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	\$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	\$ 225.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	\$ 295.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 90.00
70343	Permeability (ASTM D5084)	\$ 250.00
80001	Potential Reactivity: Chemical Method (ASTM C289)	\$ 475.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 750.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 800.00
70398	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 12 month	\$ 2,400.00
70399	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 24 month	\$ 2,600.00
70397	Potential Reactivity of Aggregate Combination, 14-Day Exposure, Mortar (ASTM C1567)	\$ 900.00
70392	Potential Reactivity of Aggregate Combination, 28-Day Exposure, Mortar (ASTM C1567)	\$ 950.00
70345	R-Value: Soil (ASTM 2844, CTM 301)	\$ 325.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	\$ 355.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203)	\$ 225.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203)	\$ 215.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 140.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 105.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	\$ 215.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	\$ 210.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 105.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 135.00

Task Code	Soils and Aggregate Tests, continued	Rate
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 80.00
30319	voids In Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	\$ 80.00
Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	\$ 125.00
75032	HMA Mixing and Preparation with Aggregate Treatment	\$ 175.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (CTM 308C and ASTM D2726)	\$ 45.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (CTM 308A and ASTM D1188)	\$ 70.00
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 150.00
75024	Extraction: % Bitumen (CTM 382, ASTM D6307)	\$ 155.00
75027	Extraction: % Bitumen and Gradation (CTM 382, CTM 202, ASTM D6307, ASTM D5444)	\$ 200.00
75028	Extraction: % Bitumen, Correction Factor (CTM 382, ASTM D6307)	\$ 325.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 245.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (CTM 304, CTM 308, ASTM D1561, ASTM D1188)	\$ 200.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (CTM 304, CTM 366, ASTM D1560, ASTM D1561)	\$ 200.00
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, ASTM D2726)	\$ 200.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, ASTM D2726)	\$ 215.00
75050	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, SSD, 1 briquette (ASTM D6925, ASTM D2726)	\$ 75.00
75052	Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, Paraffin, 1 briquette (ASTM D6925, ASTM D1188)	\$ 85.00
75051	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041)	\$ 150.00
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	\$ 75.00
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, ASTM D6927)	\$ 200.00
75106	Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D6925, ASTM D5581)	\$ 225.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	\$ 215.00
75063	Moisture Content (CTM 370)	\$ 85.00
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 150.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 3,300.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 3,550.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 4,200.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 4,300.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 3,300.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 3,550.00
75083	Open Grade Asphalt Concrete Mix Design (CTM 368, ASTM D7064)	\$ 1,350.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 4,770.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	\$ 6,090.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 6,200.00



TWINING

Task Code	Asphalt Concrete Tests, continued	Rate
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	\$ 5,590.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4867)	\$ 900.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	\$ 1,500.00
75116	Hamburg Wheel Track Test, 25,000 passes, 4 briquettes (AASHTO T324)	\$ 1,500.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 200.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	\$ 325.00
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	\$ 275.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	\$ 9,500.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural (5 Required Per ASTM)	\$ 45.00
20303	Compression Strength (3 Required Per ASTM)	\$ 45.00
20305	Absorption: 5 Hour or 24 Hour (5 Required)	\$ 50.00
20307	Absorption (Boil): 1, 2 or 5 Hours (5 Required)	\$ 60.00
20309	Initial Rate of Absorption (5 Required)	\$ 40.00
20311	Efflorescence (5 Required)	\$ 60.00
20313	Cores: Compression	\$ 55.00
20315	Shear Test on Brick Cores: 2 Faces	\$ 80.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression (3 Required Per ASTM)	\$ 50.00
20323	Absorption/Moisture Content/Oven Dry Density (3 Required Per ASTM)	\$ 80.00
20327	Linear Shrinkage (ASTM C426)	\$ 200.00
20335	Web and Face Shell Measurements	\$ 40.00
20329	Tension Test	\$ 150.00
20331	Core Compression	\$ 55.00
20333	Shear Test of Masonry Cores: 2 Faces	\$ 75.00
20339	Efflorescence Tests (3 Required)	\$ 40.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up to 8" x 16"	\$ 185.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 245.00
20346	Prism Cord Modulus of Elasticity	\$ 505.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	\$ 630.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	\$ 30.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C119)	\$ 32.00
20355	Compression: 2" Cubes (ASTM C109)	\$ 30.00
20357	Compression: Cores (ASTM C42)	\$ 55.00

Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	\$ 45.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (Per Sample) (ASTM E605)	\$ 60.00

Task Code	Gunite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 55.00
20363	Compression: 6" x 12" Cylinders	\$ 32.00
20365	Compression: Cubes (Includes Saw Cutting)	\$ 74.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 39.00
20373	Air Dry Density (ASTM C472)	\$ 30.00
20379	Oven Dry Density (ASTM C495)	\$ 55.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	\$ 52.00
20503	Bend Test: # 11 or Smaller	\$ 46.00
20504	Bend Test #14 or #18	\$ 300.00
20505	Tensile Test: # 14	\$ 200.00
20507	Tensile Test: # 18	\$ 300.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	\$ 62.00
20523	Tensile Test: Welded/Coupled #14	\$ 220.00
20525	Tensile Test: Welded/Coupled #18	\$ 320.00
20529	Weld: Macroetch	\$ 65.00
20531	Slippage Test - Caltrans (CTM 670)	\$ 175.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	\$ 50.00
20603	Tensile Strength: Up to 200K Pounds (Each)	\$ 55.00
20605	Tensile Strength: Up to 300K Pounds (Each)	\$ 65.00
20607	Tensile Strength: Up to 400K Pounds (Each)	\$ 110.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	\$ 300.00
20611	Tensile Strength: Stress-Strain Percent Offset	\$ 150.00
20545	Weld: Macroetch	\$ 65.00
20547	Weld: Fracture	\$ 30.00
20615	Bend Test	\$ 46.00
20617	Flattening Test	\$ 55.00
20619	Brinell and Rockwell Hardness Test (ASTM E18) (Per Test)	\$ 72.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	\$ 40.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	\$ 55.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 60.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	\$ 75.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	\$ 65.00
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 85.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	\$ 45.00
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	\$ 65.00
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	\$ 135.00
80173	Weight of Galvanized Coating (ASTM A90)	\$ 75.00



Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 80.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 40.00
20755	Machine to Test Configuration: Milled Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 55.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 110.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 72.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature, per sample (Average of 3 Samples Typically Required)	\$ 80.00
20623	Charpy Impact Reduced Temperature, per sample (Average of 3 Samples Typically Required)	\$ 100.00

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereafter) (Average of 3 Samples Typically Required)	\$ 72.00
20783	Final Machining to Sample Configuration (Average of 3 Samples Typically Required)	\$ 82.00

Task Code	Prestressing Wires and Tendons, ASTM A416	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	\$ 170.00
20703	Tensile Test Only	\$ 125.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/batch/direction (ASTM D3039)	\$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	\$ 250.00
20708	Heating Chamber Time – Per 24 hr period (ASTM D3039)	\$ 85.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 250.00

Ceramic Tile Testing Division

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Cyclic and Fatigue Testing Programs on Special Products/Parts Quotation

Engineering and Technical supports/Design of Prototypes and Special Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions Quotation

Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732) Quotation

Field Testing of Structures and Structural Elements Quotation

In-Place Shear Testing Quotation

Materials and/or Product Evaluation Per Specifications Quotation

Structural Dynamic Testing and Durability Analysis Quotation

General Conditions

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 5%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of Inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$6.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the overtime rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and overtime for all hours thereafter.



General Conditions, continued

Travel Time and Mileage

For projects outside a 50-mile radius from the jobsite Twining facility, \$0.70 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.70 per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Saturday Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that Saturday pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on Saturday in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for Saturday work will apply when this is required. Should these charges not be authorized then Twining will not be responsible for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food and lodging, etc. will be charged at cost plus 15% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a for fee service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements and desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$100.00/month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1 1/2% per month will be added to the unpaid balance (APR 18%).

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Specimen Disposal

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle due to size or weight.

CITY OF ROSEVILLE ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | EXHIBIT 10-H COST PROPOSAL

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02/10/2017	12/31/2018
03/01/2019	12/31/2019
01/01/2020	12/31/2020
01/01/2021	12/31/2021

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant:

Fringe Benefit %	70.3900%	+	Overhead %	41.8800%	+	Twining	Contract No.:	08/03/2016	Date:
				General Administration %	5.0000%	=	Combined Indirect Cost Rate (ICR) %		
							FEE % = 10.0%		
							Escalation % = 3.0%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Joshua Noegel Project Manager (exempt) (non-prevailing wage)	\$ 136.06	\$ 136.06	\$ 136.06	02/10/2017	12/31/2018	\$ 56.93		Not Applicable
	\$ 140.14	\$ 140.14	\$ 140.14	01/01/2019	12/31/2019	\$ 58.64	3.0%	
	\$ 144.35	\$ 144.35	\$ 144.35	01/01/2020	12/31/2020	\$ 60.40	3.0%	
	\$ 148.68	\$ 148.68	\$ 148.68	01/01/2021	12/31/2021	\$ 62.21	3.0%	
Project Engineer (exempt) (non-prevailing wage)	\$ 109.15	\$ 109.15	\$ 109.15	02/10/2017	12/31/2018	\$ 45.67		Not Applicable
	\$ 112.42	\$ 112.42	\$ 112.42	01/01/2019	12/31/2019	\$ 47.04	3.0%	
	\$ 115.80	\$ 115.80	\$ 115.80	01/01/2020	12/31/2020	\$ 48.45	3.0%	
	\$ 119.27	\$ 119.27	\$ 119.27	01/01/2021	12/31/2021	\$ 49.90	3.0%	
Group 2 Special Inspector (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 112.44	\$ 145.04	\$ 171.60	02/10/2017	12/31/2018	\$ 69.59		Not Applicable
	\$ 115.81	\$ 149.39	\$ 176.75	01/01/2019	12/31/2019	\$ 71.68	3.0%	
	\$ 119.28	\$ 153.87	\$ 182.05	01/01/2020	12/31/2020	\$ 73.83	3.0%	
	\$ 122.86	\$ 158.49	\$ 187.51	01/01/2021	12/31/2021	\$ 76.04	3.0%	
Group 3 Materials Tester (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 102.51	\$ 130.19	\$ 152.50	02/10/2017	12/31/2018	\$ 63.45		Not Applicable
	\$ 105.59	\$ 134.10	\$ 157.07	01/01/2019	12/31/2019	\$ 65.35	3.0%	
	\$ 108.76	\$ 138.12	\$ 161.79	01/01/2020	12/31/2020	\$ 67.31	3.0%	
	\$ 112.02	\$ 142.27	\$ 166.64	01/01/2021	12/31/2021	\$ 69.33	3.0%	
Group 4 A/C Technician (non-exempt) (prevailing wage) (Only burdened with OH & GA)	\$ 94.06	\$ 117.58	\$ 136.29	02/10/2017	12/31/2018	\$ 58.22		Not Applicable
	\$ 96.89	\$ 121.11	\$ 140.38	01/01/2019	12/31/2019	\$ 59.97	3.0%	
	\$ 99.79	\$ 124.74	\$ 144.59	01/01/2020	12/31/2020	\$ 61.77	3.0%	
	\$ 102.79	\$ 128.48	\$ 148.93	01/01/2021	12/31/2021	\$ 63.62	3.0%	
	\$ -	\$ -	\$ -	02/10/2017	12/31/2018	\$ -		Not Applicable
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2021	12/31/2021	\$ -	3.0%	

1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms

2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract

3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective April 2016

President	\$305.00 per hour
Principal Engineer/Geologist.....	\$250.00 per hour
Associate Engineer/Geologist.....	\$225.00 per hour
Senior Engineer/Geologist	\$200.00 per hour
Project Engineer/Geologist/Manager	\$180.00 per hour
Environmental Scientist.....	\$175.00 per hour
Staff Engineer/Geologist	\$160.00 per hour
Assistant Engineer	\$135.00 per hour
Construction Services Manager.....	\$158.00 per hour
Senior Field Representative II.....	\$143.00 per hour**/**
Senior Field Representative I.....	\$128.00 per hour**/**
Field Representative	\$118.00 per hour**/**
Environmental Technician.....	\$125.00 per hour**/**
Senior Laboratory Technician	\$145.00 per hour
Laboratory Technician.....	\$130.00 per hour
CAD/GIS Specialist.....	\$128.00 per hour
Network Administrator.....	\$195.00 per hour
Project Assistant.....	\$113.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment RentalCost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	22.00	hour
Vehicle, mileage, misc. equipment, wireless communication	13.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel, GIS, Drone	20.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

Cost Proposal

EXHIBIT 10-H COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

ENGEO Incorporated Contract No. On-Call Geotechnical (2016-2019) Date 3/24/2017

164.00% + 99.00% + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH) 263.00%
 Fringe Benefit % FEE % = 10.00%
 (= 0% if Included in OH)

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Max hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
Jon Bolland	\$211.15	N/A	04/01/16	03/31/17	\$52.88	0	Not Applicable
(Associate Engineer)	\$218.54	N/A	04/01/17	03/31/18	\$54.73	3.50%	
	\$226.19	N/A	04/01/18	03/31/19	\$56.65	3.50%	
	\$234.11	N/A	04/01/19	03/30/20	\$58.63	3.50%	
	\$226.19	N/A	03/31/20	03/30/21	\$56.65	3.50%	

CALCULATION INFORMATION

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Maximum Hourly Rate for that classification.

NOTES:

- * Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

ENGEO Incorporated

Contract No. On-Call Geotechnical (2016-2019)

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose that could be used for the same purpose

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant ENGEO Incorporated

Contract No. On-call Geotechnical (2016-2019)

Date 1/13/2016

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Engineer	Joe Tootle		\$76.92	\$0.00
Principal Engineer	Jeff Fippin		\$62.50	\$0.00
Associate Engineer	Macy Tong		\$50.48	\$0.00
Associate Engineer	Jeff Adams		\$55.29	\$0.00
Senior Engineer	Jon Buck		\$44.23	\$0.00
Associate Geologist	Phil Stuecheli		\$55.29	\$0.00
Senior Engineer	Andy Firmin		\$42.31	\$0.00
Senior Engineer	Leroy Chan		\$42.31	\$0.00
Project Engineer	Randy Hildebrant		\$37.50	\$0.00
President	Uri Eliahu		\$105.77	\$0.00
Environmental Scientist			\$31.73	\$0.00
Staff Engineer/Geologist			\$30.05	\$0.00
Assistant Engineer			\$20.00	\$0.00
Construction Services Manager			\$38.91	\$0.00
Senior Field Representative II*			\$42.25	\$0.00
Senior Field Representative I*			\$31.68	\$0.00
Field Representative*			\$23.45	\$0.00
Senior Laboratory Technician			\$30.41	\$0.00
Laboratory Technician			\$22.25	\$0.00
CAD Specialist			\$31.47	\$0.00
Network Administrator			\$37.04	\$0.00
Project Assistant			\$33.52	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

0

\$0.00

b) Anticipated Salary Increases (see page 2 for sample)

#DIV/0!

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** #DIV/0!

FRINGE BENEFITS

d) Fringe Benefits (Rate: 158.00%)

e) **Total Fringe Benefits**

[(c) x (d)] #DIV/0!

INDIRECT COSTS

f) Overhead (Rate: 110.00%)

g) Overhead [(c) x (f)] #DIV/0!

h) General and Administrative (Rate: 100.00%)

i) Gen & Admin [(c) x (h)] #DIV/0!

0

j) **Total Indirect Costs [(e) + (g) + (i)]** #DIV/0!

FEE (Profit)

q) (Rate: 10.00%)

k) **TOTAL FIXED PROFIT [(e) + (j)] x (q)]** #DIV/0!

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)			\$0.00
m) Equipment Rental and Supplies (itemize)			\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for			

each subconsultant)

\$0.00

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$0.00**TOTAL COST** [(c) + (j) + (k) + (p)] #DIV/0!

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Page 1 of 5

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ENGEO Incorporated Contract No. On-call Geotechnical Date 1/13/2016

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 42382

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$0.00	0	=	#DIV/0!	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	#DIV/0!	+	5%	3.5%	=	#DIV/0! Year 2 Avg Hourly Rate
Year 2	#DIV/0!	+	5%	per	=	#DIV/0! Year 3 Avg Hourly Rate
Year 3	#DIV/0!	+	5%	year	=	#DIV/0! Year 4 Avg Hourly Rate
Year 4	#DIV/0!	+	5%		=	#DIV/0! Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	0.0	=	0.0	Estimated Hours Year 1
Year 2	40.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	15.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	15.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	10.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	0.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 1
Year 2	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 2
Year 3	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 3
Year 4	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 4
Year 5	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=			#DIV/0!	
	Direct Labor Subtotal before Escalation	=			\$0.00	
	Estimated total of Direct Labor Salary Increase	=			#DIV/0!	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.



110 Blue Ravine Rd – Suite 101
Folsom, CA 95630
916-900-6623
www.unicoengineering.com

RATE SCHEDULE - 2017

CITY OF ROSEVILLE

CLASSIFICATION	HOURLY BILLING RATE
Resident Engineer	\$ 147
Assistant Resident Engineer	\$ 138
Construction Inspector	\$ 128
Electrical Inspector	\$ 128
Structural Inspector	\$ 128
Group 3 Inspector	\$ 128
Party Chief (PW)	\$ 139
Office Engineer/Document Control	\$ 77
Clerical	\$ 77
GPS Rover (\$30/hour)	
Vehicle (\$0.535/mile)	

- Reimbursement for mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Annual 3% escalation effective January 1, 2018 and every year thereafter.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | EXHIBIT 10-H COST PROPOSAL

Page 1 of 1

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant:	UNICO Engineering	Contract No.:	01/31/2017
Fringe Benefit %	0.0000%	Overhead %	110.0000%
		General Administration %	
		Combined Indirect Cost Rate (ICR) %	110.0000%
		FEE % =	10.0%
		Escalation % =	3.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ Increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Cesar Mones de Oca Resident Engineer	\$ 146.69	\$ 189.22	\$ 231.76	01/01/2017	12/31/2017	\$ 63.50	3.0%	
(non-prevailing wage)	\$ 151.09	\$ 194.90	\$ 238.72	01/01/2018	12/31/2018	\$ 65.41	3.0%	
Carl Sloan Resident Engineer	\$ 155.62	\$ 200.75	\$ 245.88	01/01/2019	12/31/2019	\$ 67.37	3.0%	
(non-prevailing wage)	\$ 160.29	\$ 206.77	\$ 253.25	01/01/2020	12/31/2020	\$ 69.39	3.0%	
Construction Inspector* Group 2 Inspector (prevailing wage)	\$ 146.69	\$ 189.22	\$ 231.76	01/01/2017	12/31/2017	\$ 63.50	3.0%	
	\$ 151.09	\$ 194.90	\$ 238.72	01/01/2018	12/31/2018	\$ 65.41	3.0%	
	\$ 155.62	\$ 200.75	\$ 245.88	01/01/2019	12/31/2019	\$ 67.37	3.0%	
	\$ 160.29	\$ 206.77	\$ 253.25	01/01/2020	12/31/2020	\$ 69.39	3.0%	
Structures Inspector* Group 2 Inspector (prevailing wage)	\$ 127.05	\$ 161.35	\$ 195.66	01/01/2017	12/31/2017	\$ 55.00	3.0%	
	\$ 130.86	\$ 166.19	\$ 201.53	01/01/2018	12/31/2018	\$ 56.65	3.0%	
	\$ 134.79	\$ 171.18	\$ 207.57	01/01/2019	12/31/2019	\$ 58.35	3.0%	
	\$ 138.83	\$ 176.32	\$ 213.80	01/01/2020	12/31/2020	\$ 60.10	3.0%	
Electrical Inspector* Group 2 Inspector (prevailing wage)	\$ 127.05	\$ 161.35	\$ 195.66	01/01/2017	12/31/2017	\$ 55.00	3.0%	
	\$ 130.86	\$ 166.19	\$ 201.53	01/01/2018	12/31/2018	\$ 56.65	3.0%	
	\$ 134.79	\$ 171.18	\$ 207.57	01/01/2019	12/31/2019	\$ 58.35	3.0%	
	\$ 138.83	\$ 176.32	\$ 213.80	01/01/2020	12/31/2020	\$ 60.10	3.0%	
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2017	12/31/2017	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2018	12/31/2018	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2019	12/31/2019	\$ -	3.0%	
	\$ -	\$ -	\$ -	01/01/2020	12/31/2020	\$ -	3.0%	

1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.

3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisk (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit



COUNCIL COMMUNICATION

CC #: 8449

File #: 0214

Title: Proposition 1B Grant Authorization for Transit Purposes
Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached resolution authorizing the City Manager or his designee to apply for, and execute, all related forms and agreements for FY 2016/17 Proposition 1B Transit System Safety, Security, and Disaster Response Account (TSSSDRA) grant funds of \$66,200 to be used toward Roseville Transit's share of cost to replace the City's existing 800 MHZ radio system.

BACKGROUND

Proposition 1B established transportation funding programs, including the TSSSDRA bond program, to provide for transit safety and security improvements. The TSSSDRA program is administered by the California Office of Emergency Services (Cal OES). The agency allocates funds to the Placer County Transportation Planning Agency (PCTPA) as the Regional planning agency, and PCTPA allocates the TSSSDRA funds to local jurisdictions based on population and fare revenue. TSSSDRA grant funds of \$66,200 are currently available to the City of Roseville.

City staff proposes to use the FY2016/17 TSSSDRA funds to pay for a portion of Roseville Transit's share of the cost to replace the City's existing 800 MHZ radio system. The 800 MHZ radio system project, which is a city-wide effort being managed by the Information Technology Department, will provide safety and general capital improvements to Roseville Transit and is therefore eligible for the TSSSDRA program.

FISCAL IMPACT

This grant will supplement other grant and local funding for Roseville Transit's share of the cost to replace the City's existing 800 MHZ radio system, resulting in a positive fiscal impact to the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000 in direct government

spending. Using this guideline, expenditure of these grant funds would result in the creation of less than one job.

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)). Council approval of the TSSSDRA grant proposal does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-160

Authorized Agent Form

Allocation

RESOLUTION NO. 17-160

AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT FY2016/17
PROPOSITION 1B TRANSIT SYSTEM SAFETY, SECURITY AND DISASTER RESPONSE
ACCOUNT GRANT APPLICATIONS AND TO EXECUTE ALL RELATED FORMS AND
AGREEMENTS

WHEREAS, the California Office of Emergency Services (Cal OES) is the administrator for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds; and

WHEREAS, \$66,200 is available to the City of Roseville for transit related projects; and

WHEREAS, staff recommends applying available funds to replace the City's existing 800 MHz radio system.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville hereby authorizes the City Manager or his designee to submit FY2016/17 TSSSDRA Grant applications and to execute the related grant applications, forms and agreements.

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

Authorized Agent Signature Authority

Transit System Safety, Security and Disaster Response Account Program

AS THE _____ CITY MANAGER
(Chief Executive Officer / Director / President / Secretary)

OF THE _____ CITY OF ROSEVILLE
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

Rhon Herndon, Public Works Director, *OR*
(Name or Title of Authorized Agent)

Michael Dour, Alternative Transportation Manager, *OR*
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

Signed and approved this _____ *day of* _____, 20____

(Signature)

Must match the designation in the Resolution.

PLACER COUNTY TRANSPORTATION PLANNING AGENCY

**Transit System Safety, Security, and Disaster Response Account (TSSSDRA) FY 2016/2017 Final Fund Allocation
November 2016**

Government Code 8879.58(a)(2) Allocation	\$167,124
Government Code 8879.58(a)(3) Allocation	\$16,670
Total TSSSDRA Allocation	\$183,794

Western Placer CTSA Allocation \$0

Total FY 2016/2017 TSSSDRA Fund Available to Jurisdictions **\$167,124**

FY 2016/2017 Jurisdiction TSSSDRA Final Fund Allocation

Jurisdiction	January 2016 Population	Percent	GC 8879.58(a)(2) Population Allocation	GC 8879.58(a)(3) Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	98,784	27.18%	\$45,433	\$11,392	\$56,825
Auburn	14,070	3.87%	\$6,471	\$555	\$7,026
Colfax	2,068	0.57%	\$951	\$0	\$951
Lincoln	47,339	13.03%	\$21,772	\$186	\$21,958
Loomis	6,692	1.84%	\$3,078	\$0	\$3,078
Rocklin	60,351	16.61%	\$27,757	\$0	\$27,757
Roseville	134,073	36.90%	\$61,663	\$4,537	\$66,200
TOTAL	363,377	100.00%	\$167,124	\$16,670	\$183,794

Source: Transit System Safety, Security, and Disaster Response Account 2016/2017, California State Controller Division of Accounting and Reporting, October 14, 2016.

Notes:

1. The TOWG recommended on July 25, 2011 that beginning with FY 2011/2012, future TSSSDRA allocations to the WPCTSA be directed to jurisdictions.

GC = Government Code

January 1, 2016 DOF Population		
TRPA Population	10,419	2.7873%
PCTPA Population	363,377	97.2127%
TOTAL	373,796	100.00%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2015 to January 1, 2016, DOF, May 2016.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2016, DOF, May 2016.

10/25/2016



COUNCIL COMMUNICATION

CC #: 8437

File #: 0200

Title: Utility Billing System Administration Services - Managed Services Agreement

Contact: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a sole source contract with Cayenta, a division of N. Harris Computer Corporation for database system administration of the Utility Billing Customer Information System (CIS) in the amount of \$64,600.

BACKGROUND

The Utility Billing CIS manages the utility services accounts, which are the major source of revenue for the City. It is the solution for utility billing and customer service for electric, water, wastewater, and solid waste utilities.

The City's new CIS application, called Cayenta Utilities, is being implemented by N. Harris Computer Corporation. Harris offers database system administration and application managed services to augment a shortage of resources in the Information Technology department. It is a cost effective way to ensure CIS is performing optimally.

FISCAL IMPACT

Total estimated cost for this service is \$64,600.00. Funding is included in the CIS Upgrade CIP budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or job creation from this contract.

ENVIRONMENTAL REVIEW

The services provided by Cayenta, a division of N. Harris Computer Corporation are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Duke Arakaki, Information Technology Program Manager, Enterprise Solutions

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-154

CMS Service

CMS Plan

RESOLUTION NO. 17-154

APPROVING A MANAGED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Managed Services Agreement regarding utility billing system administration services, by and between the City of Roseville and Cayenta, a division of N. Harris Computer Corporation, 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

To: Duke Arakaki, Information Technology

From: Joanna Oukrop, Central Service, Purchasing

Date: 1/12/17

Subject: Agreement between Harris Computer Corp. and City of Roseville

Enclosed are the signed original copies of the managed services agreement between Harris Computer Corporation and the City of Roseville. You will submit these along with your Council Communication for authorization to have the City Manager sign the agreement. Also, remember that you will need to complete and have signed a sole source form.

Regards,
Joanna Oukrop, CPPB
City of Roseville
Senior Buyer
916-774-5745
joukrop@roseville.ca.us

MANAGED SERVICES AGREEMENT

THIS MANAGED SERVICES AGREEMENT made as of the 19th day of January, 2017 (the “Effective Date”).

BETWEEN:

CAYENTA, a division of **N. HARRIS COMPUTER CORPORATION**
 (“Harris”)

- and -

City of Roseville, CA
 (“Organization”)

WHEREAS:

- (a) The Organization wishes retain Harris to perform certain managed services as set out herein in respect of certain Harris software licensed by Organization pursuant to a Software License, Implementation, and Support and Maintenance Agreement entered into between the parties on Sep 3rd, 2014; and
- (b) Harris has agreed to provide such services on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Term.

This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the “**Initial Term**”). The Initial Term shall be referred to as the “**Term**”.

2. Services.

(a) **Harris’ Obligations.** Harris shall use commercially reasonable efforts to provide the managed services set out in Schedule “A” (the “**Services**”) to Organization.

(b) **Organization’s Obligations.** To enable Harris to perform the Services, Organization agrees to provide the following to Harris:

- i. Information relative to Organization’s hardware and software on which the required CMS programs must run or with which these programs must interact. Required programs are outlined in Schedule “A”;
- ii. Organization agrees to enable Harris remote access to Organization’s system for the purposes of performing the Services;
- iii. Personnel and assistance as is reasonably required to enable Harris to perform the Services;
- iv. Ongoing access to the system via an Internet connection through the Organization’s standard VPN, from Organization’s remote access server to the Harris datacenter, to enable monitoring; and
- v. A representative with authority to approve the plans and deliverables described in Schedule “A” if so required.

(c) **Ownership.** Organization agrees that Harris may install, access and run certain scripts and other software tools on Organization’s hardware as required by Harris to perform the Services (the “**Harris Tools**”). Organization acknowledges and agrees that Harris is and shall remain the sole owner of all such Harris Tools, including all copyright, patents, trademarks, trade secrets and other intellectual property rights therein, and Organization is granted no license to access or use the Harris Tools. Organization may retain a paper or pdf copy of any reports provided by Harris to Organization as part of the Services, however Harris is and shall remain the owner of all copyright, patents, trademarks, trade secrets and other intellectual property rights in and to such reports.

3. Fees.

i. (a) **Fees.** In consideration of providing the Services, Organization agrees to pay the fees set out in Schedule “A” (the “**Fees**”) to Harris. During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.

(b) **Taxes.** The Fees are exclusive of taxes. Organization agrees to pay value added taxes,

and/or sales tax (excluding taxes on Harris's net income) ("**Taxes**") unless it provides Harris with a tax exemption certificate acceptable to the applicable taxing authorities. Harris will reimburse Organization to the extent Taxes paid by Organization are recovered by Harris from the taxing or governmental authority. To the extent that Taxes may only be refunded to Harris, Harris agrees to cooperate reasonably with Organization's obtaining a refund or reimbursement of the Taxes. In the event that Organization is obliged by law to withhold any tax with respect to a payment to Harris, Organization will (a) withhold the appropriate amount from the payment; (b) pay the withheld amount to the applicable authority, as required by law, and (c) furnish to Harris certified copies of tax receipts and any other documentation reasonably requested by Harris as proof of Organization's payment of the withholding tax.

ii. (c) **Late Payment.** In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

4. Warranty

- (a) **Warranty.** Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.
- (b) **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 4(a), THE SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

5. Termination

(a) **Termination.** This Agreement may be terminated as follows:

iii. In addition to any other rights and remedies available to it, either party may immediately terminate this Agreement in the event of material breach by the other party of its obligations hereunder that is not cured within thirty (30) days of receipt of written notice from the other party to that effect;

iv. If Organization has failed to pay the Fees or other amounts due then Harris shall have the right to terminate this Agreement effective immediately upon written notice to Organization that effect;

v. Upon sixty (60) days written notice prior to expiration of a Term; and

vi. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(b) **Effects of Termination.** In the event of termination of this Agreement:

i. Organization shall immediately pay all outstanding Fees and other amounts owing to Harris under this Agreement; and

ii. Organization agrees that all Harris Tools installed on Organization's equipment will be deleted.

6. Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE ORGANIZATION UNDER THIS AGREEMENT

IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE

EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

NOTHING IN THIS SECTION SHALL LIMIT THE OBLIGATIONS OF ANY INSURER OR REDUCE THE LIMITS OF INSURANCE REQUIRED UNDER THIS AGREEMENT. HARRIS EXPRESSLY AGREES THAT THIS SECTION SHALL NOT OPERATE AS A DEFENSE FOR ITS INSURER AND THAT ITS INSURER MAY NOT ASSERT THIS LIMITATION OF LIABILITY PROVISION TO LIMIT AVAILABLE INSURANCE.

7. Confidential Information

vii. a) Definition. The parties acknowledge that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. "**Confidential Information**" means all information or material that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; or (v) information required to be disclosed by law.

viii. b) Confidentiality Obligations. Each of the parties agree:

- i. to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- ii. not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- iii. not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any

litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement.;

- iv. not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party (unless required by law), except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- v. to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

8. Insurance

- (a) Harris shall obtain and maintain during the Term, at its sole expense, the following insurance coverage:

Workers' Compensation Insurance, with all limits as required in the jurisdiction in which Harris's personnel are required to be covered by Workers' Compensation Insurance.

Commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.

For automobile liability the limits shall not be less than \$1,000,000 each accident/occurrence, \$2,000,000 in the aggregate.

Professional liability insurance shall not be less than \$1,000,000 per occurrence.

9. General

ix. (a) Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(e) **Governing Law.** This Agreement shall be governed by the laws of the State of California and the federal laws applicable therein. Additionally the parties agree that venue for any dispute, lawsuit, or action shall be Placer County California. This Agreement excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG and any legislation implementing such Convention), if otherwise applicable.

(f) **Severability.** The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(g) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(h) **Counterparts.** This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

(i) **Relationship.** The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

(j) **Allocation of Risk.** Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

(k) **Force Majeure.** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

(I) Survival. The following sections and articles shall survive the termination or expiration of this Agreement: Sections 2(c), 3, 4, 5(b), 6-9 and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

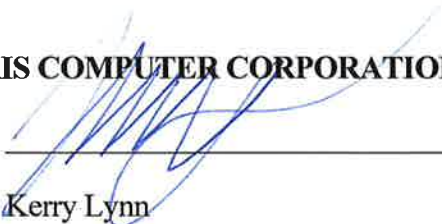
N. HARRIS COMPUTER CORPORATION

By: 

Name: Scott MacKendrick

Title: Vice President

N. HARRIS COMPUTER CORPORATION

By: 

Name: Kerry Lynn

Title: Vice President

Organization

By: _____

Name: Rob Jensen

Title: City Manager

CITY OF ROSEVILLE - CAYENTA MANAGED SERVICES (CMS) PLAN

CMS

This plan outlines the costs and managed services of **Database Administration** and **Cayenta Application Services** for the **City Of Roseville**, as it relates to the Cayenta CIS applications.

Standard Managed Services Pricing

	Database Administration	Cayenta Application Administration	Disaster Recovery	Total
One time setup fee	1,800	2,000	800	4,600
Monthly cost	2,000	2,500	500	5,000
Yearly cost	24,000	30,000	6,000	60,000

General Assumptions

- Post-go live: Support for 1 Cayenta Production environment, and 2 additional non-production environments (ex. CayTest, and CayTrain).
- Pre-go live: Support for the environments in the current phase of the project.
- The client will provide remote access to the servers for CMS staff and their monitoring tools. The client will be responsible for ensuring that Cayenta has access to this server environment via one of the following methods: terminal server, remote desktop or VPN. It will be assumed the servers will be part of the client's central backup strategy.
- Customer will log support calls via e-Support, selecting the "CMS" queue for all requests related to services provided herein

Service Level Objectives

- 99.5% uptime for the City's production environment, excluding holidays, and planned outages.
- Response to P0s - within 1hour (nb. Historically, 99% get call backs within 15 minutes)
- Mean time to repair for P0 - 30 minutes

PENALTY FOR NON-COMPLIANCE - DATABASE SERVER AVAILABILITY

Upon your written or email notification to cms-roseville@cayenta.com, if system availability for the full month is below the objective levels, Cayenta will issue a refund according to the schedule below.

Cayenta Production system availability	99.0% - 99.5%	5% of monthly fee credited
Cayenta Production system availability	98.0% - 98.9%	10% of monthly fee credited
Cayenta Production system availability	95.0% - 97.9%	15% of monthly fee credited
Cayenta Production system availability	90.0% - 94.9%	25% of monthly fee credited
Cayenta Production system availability	89.9% or below	2.5% credited for every additional 1% of lost availability

The down time is calculated from the time CMS team received an email or call from Roseville staff till we send an email or call to the user saying that the systems are back online.

Notes on System Downtime:

- System down time is considered when the entire users of the city cannot access the application or make updates to the application, due to a problem with the application or database.
- Application errors experienced by certain users or in certain component of the application are not considered as system down.
- Unavailability of Cayenta production system due to hardware or network issues won't be considered as system down.

	Notes • Standard support is 6 am to 5 pm (PST), Monday to Friday (excluding holidays). • CMS support outside of Standard support hours is billed at that current services rate per hour (minimum of 1 hour). • Premium support (24x7) is available for an additional US\$850.00 per month. • Significant version migrations (RDBMS, UNIX or Application) will be considered outside of scope and therefore require additional charges, depending on vendors recommendations. <i>One-time setup fee does not include travel expenses for on-site monitoring tool setup, which are billed as per Cayenta's standard travel policy.</i>
Reporting	• Incident Reports generated for each incident of Database, UNIX or Application unplanned outage (depending on services are purchased). • Monthly CMS Report generated.



SYSTEM COMPONENT CHECKLIST

This section describes the tasks that were carried out in the course of managing the application's server infrastructure and environment. A "Y" indicates that the component was successfully monitored as described. An "NP" indicates that the Service was not purchased from Cayenta.

Database Administration Services	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

DATABASE AVAILABILITY & PERFORMANCE MONITORING

In order to ensure the availability and performance of your system, Cayenta monitors your database on a daily basis. Cayenta's software agents provide information about the database functionality, communicate the potential for imminent failures, and communicate database errors, warnings and alerts to Cayenta Managed Services. The Cayenta CMS Consultant:

Monitor errors, warnings and alerts	Y						
Diagnose and assists in resolving database performance problems, identified by monitoring tools		Y					
Log all database problems and report on problems and problem resolution status			Y				
Diagnose and assist in resolving database availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem Resolution for the database server patches						Y	

DATABASE MAINTENANCE

Cayenta performs regular maintenance to ensure that the performance of your database does not degrade over time, within the constraints imposed by licensee's hardware and/or network. Cayenta CMS Consultants also perform security maintenance to ensure that your users have appropriate access to the data. The Cayenta CMS Consultant will:

Perform individual table reorganizations to address performance issues, identified by monitoring tools			Y				
Perform individual index reorganizations to address performance issues, identified by monitoring tools			Y				
Perform security maintenance			Y				

DATABASE BACKUP & RESTORATION

Assuming Cayenta compatible backup tools are used by the client, Cayenta works with you to ensure that database backups are performed reliably and that your data can be recovered quickly in the event of corruption or loss of data. The Cayenta CMS Consultant will:

Perform daily on-line backups according to the back-up schedule	Y						
Perform daily migration of archived online redo logs to tape	Y						
Perform weekly off-line backup		Y					
Perform daily exports (logical backup)	Y						
Assist Client to perform data recovery in the event of corruption or loss of data						Y	
Assist client with data recovery test to assure recoverability from exports				Y			
Assist client with data recovery test to assure recoverability from archive logs				Y			

Database Administration Services (continued)	Frequency					Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required

DATABASE MAINTENANCE

In order to ensure that your database environment is current with new RDBMS releases and fixes, Cayenta provides maintenance services for your database platforms. The Cayenta CMS Consultant will:

Apply RDBMS maintenance patches as needed						Y	
---	--	--	--	--	--	---	--

DATABASE REFRESHES & COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy Production data to the Testing and Training environments to a maximum of 1 time each quarter.

Make copy of current Production environment for Testing				Y			
Make copy of current Production environment for Training				Y			

Cayenta Utilities Application Services	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

UTILITIES APPLICATION AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, Cayenta CMS monitors your system components. Cayenta utilizes tools that test the availability of your system components and alert the Cayenta CMS Consultant in the event of a problem. The Cayenta CMS Consultant will:

Monitor errors, warnings and alerts	Y						
Diagnose and resolve database performance problems, identified by monitoring tools						Y	
Log all application problems and report on problems and problem resolution status			Y			Y	
Diagnose and assist in resolving application availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem resolution for application specific patches						Y	

UTILITIES APPLICATION AND OTHER MAINTENANCE

Cayenta performs regular maintenance to ensure that the Applications are clean. The Cayenta CMS Consultant will:

Utilities Application

Archive and purge batch queue logs			Y				
Archive and purge job process logs			Y				
Copy xml archive files and style sheets to storage media			Y				

Reporting Application maintenance

Perform Backups	Y						
Clear temporary Reporting files				Y			
Archive old reports						Y	
Purge reporting software logs	Y						
Restart services and agents						Y	

UTILITIES APPLICATION BACKUP AND RESTORATION

The Cayenta CMS Consultant will:

Assist in creating backup policies for the Utility Application						Y	
--	--	--	--	--	--	---	--

UTILITIES APPLICATION FEATURE RELEASES, UPDATES, PATCHES

Cayenta performs regular maintenance to ensure that that your Production, Testing and Training Environments are at the appropriate fix levels. The Cayenta CMS Consultant will:

Utilities Application							
Apply P0 patches to the Production environment						Y	
Apply P0 patches to the Testing and Training environments						Y	
Apply Feature Releases/Updates to the Production environments			Y				
Apply Feature Releases/Updates to the Testing and Training environments			Y				
Reporting Application							
Maintain and upgrade the Report Server software				Y			
Desktop activities							
Recommend additions, enhancement, version requirements to desktop			Y			Y	
Recommend network enhancements, updates, etc.			Y				
Assist in troubleshooting Cayenta-specific desktop issues						Y	

UTILITIES APPLICATION COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy current Production data to the Testing and Training environments to a maximum of 1 time each quarter.

Make copy of current Production environment for Testing purposes (ex. CayTest)				Y		
Make copy of current Production environment for Training purposes (ex. CayTrain)				Y		

Disaster Recovery Services	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

INITIAL SETUP

In order to ensure the transfer of data and application files on a nightly basis, CMS will install the required tools and scripts required for the tasks. The Cayenta CMS Consultant will:

Setup and test connection from the customers site to Cayenta data center						Y	
Install the tools and create the necessary scripts for the nightly tasks						Y	
Create and run scripts to verify accuracy of transferred files, and email status of resources (connection, backups, disk space and network access).						Y	
Create pre-configured empty database to accommodate ROSEVILLE's data volumes						Y	
Create Windows directories to accommodate ROSEVILLE's application file systems						Y	
Designate servers and storage for all data and programs transferred						Y	

NIGHTLY BACKUP AND TRANSFER PROCESS

Transfer all data and application programs required to recover ROSEVILLE's Cayenta Utilities data.	Y						
Verify accuracy of the transferred data and files by checking size and checksums.	Y						
Verify connectivity between the customer site and the Cayenta data center during the file transfer period.	Y						
Report on the status of the nightly transfer			Y				

ANNUAL TEST

Since this is an additional fee, not covered under the standard CMS Disaster Recovery agreement, an annual disaster recovery test will be conducted only when requested by the client, and will consist of the following tasks

The Cayenta CMS Consultant will:

Setup Citrix or Remote Desktop access for ROSEVILLE's users to access Cayenta Utilities.						Y	
Restore data to pre-determined database server in the Cayenta data center						Y	
Restore Cayenta Utilities application programs to pre-determined application server in the Cayenta data center						Y	
ROSEVILLE's IT staff sets up remote user location (non ROSEVILLE's facilities, if required).						Y	
Allow ROSEVILLE's users to access Cayenta Utilities remotely						Y	
ROSEVILLE's users test the application from the remote location						Y	

CRITICAL ASSUMPTIONS

In preparing this approach the following assumptions were made.

- All data and files are available via Internet access. Ex. FTP downloads. We need to assure that backup media compatibility is not an issue.
- ROSEVILLE's agrees to Citrix Metaframe access or Windows Remote Desktop to run the application.
- This is for Cayenta Utilities only.
- The annual test will take no longer than 3 days. (8 hrs/day max)
- Notification will be made to Cayenta CMS of all changes to operating systems and databases, and changes/additions to products or solutions related to his service.



COUNCIL COMMUNICATION

CC #: 8436

File #: 0109-02

Title: Street Closure Request - Roseville City Church Celebration - June 4, 2017

Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.15.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the resolution authorizing the City Manager or his designee to sign the agreement with The Rock of Roseville Church for the street closure for the Roseville City Church Celebration event on Sunday, June 4, 2017:

- Closure of S. Grant Street between Vernon Street and Oak Street from 4:00 – 9:30 p.m.

BACKGROUND

The Rock of Roseville Church has submitted a special event application to host the Roseville City Church Celebration in the Vernon Street Town Square. The event will feature a worship and prayer celebration of Pentecost Sunday. The Rock of Roseville Church intends to invite other churches to celebrate with them. They also plan to have food trucks and a live band.

In addition to notifying businesses directly impacted and posting on the City website, staff continues to distribute the "Downtown Roseville Area Street Closures" e-newsletter.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. The applicant will reimburse the City for staff time and resources.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of this event, the exposure could have a positive impact to the businesses in the downtown area, and supports the Council goal of having a vibrant downtown.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 17-153

Street Closure Request Roseville City Church Celebration

RESOLUTION NO. 17-153

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE ROCK OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
the Roseville City Church Celebration, between the City of Roseville and The Rock of Roseville,
has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Roseville City Church Celebration

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation ("CITY"), and The Rock of
Roseville, a California nonprofit corporation ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the
Roseville City Church Celebration ("Event") to be held on Sunday, June 4, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 4:00 p.m.; and 9:30 p.m.
on Sunday, June 4, 2017:
 - a. South Grant Street, between Oak and Vernon Streets.
3. Adequate barriers and warning signs, as requested by the Public Works
Director/City Engineer, shall be placed by City personnel at all street entrances and alleys
leading into the closed area. No markings of any kind will be permitted on the street, street
lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 9:30 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. No alcoholic beverages shall be sold on City streets or property.

10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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

CITY OF ROSEVILLE, a
municipal corporation

THE ROCK OF ROSEVILLE, a
California nonprofit corporation

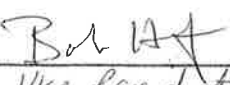
BY: _____
ROB JENSEN
City Manager

BY: 
its: PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Vice President

and

BY: 
its: CFO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8427
File #: 0215-07

Title: Avia Apartment Complex Fee Deferral
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution approving the commercial fee deferral for the Avia Apartment Complex, consisting of 300 units, as follows:

- City Fee Deferral to Building Permit Occupancy/Final in the amount of \$5,199,244.45, as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%.

The fee deferrals require payment of the development impact fees prior to issuance of a Building Permit Occupancy/Final as applicable to each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged per building permit.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The Avia Apartment Complex is requesting a fee deferral of certain City controlled Impact fees. The fee deferral requires City Council approval and that development impact fees are paid for prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit.

The Economic Development Department received a request from USA Properties Fund on March 24, 2017 requesting approval of a fee deferral for the Avia Apartment Complex, see Attachment 1. The Avia Apartment Complex ("Complex") is located within the West Roseville Specific Plan area and is located at 1900 Blue Oak Boulevard. The Complex proposes construction of 300 units, a club house, pool, site parking and play areas, see Attachment 2. The applicant is proposing to pull all building permits upfront in order to keep the project and construction documents within the same code cycle.

The fee deferral types and amounts are identified below:

AVIA APARTMENT COMPLEX FEE DEFERRAL		

City Deferred Fees	MDF (1 apt bldg w/20 units)	Garages & Site
Fire Service Construction Tax	\$10,194.32	\$7,312.50
General Fund Contribution	\$14,000.00	\$0.00
Public Benefit Fee	\$16,900.00	\$0.00
Public Facilities Fee	\$40,220.00	\$0.00
Air Quality Program Fee	\$1,199.00	\$0.00
Local Sewer Fee	\$6,900.00	\$0.00
Water Connection Fee Domestic	\$70,600.00	\$0.00
Water Connection Fee Irrigation	\$0.00	\$15,002.50
Water Meter Retrofit Program	\$3,360.00	\$0.00
Traffic Mitigation Fee	\$54,522.22	\$0.00
Transit Signal Coordination	\$1,199.00	\$0.00
Transit Shuttle Fee	\$1,398.20	\$0.00
Citywide Park Fees	\$46,480.00	\$0.00
Neighborhood Park Fee	\$41,080.00	\$0.00
Paseo Fee	\$12,680.00	\$0.00
Bike Trail Fee	\$10,600.00	\$0.00
Solid Waste Fee	\$2,780.00	\$0.00
Electric Backbone Fee	\$9,916.60	\$16,489.35
subtotal	\$344,029.34	\$38,804.35
Subtotal (All 15 apt bldgs.)	\$5,160,440.10	
TOTAL OF DEFERRED FEES	\$5,199,244.45	

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge of 2.25% that will be paid upon issuance of Building Permit occupancy/final. The RMC additionally identifies an administrative processing fee of \$625.00 to be charged per building permit to cover staff's time of processing requests.

FISCAL IMPACT

The Avia Apartment Complex fee deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of Building Permit Occupancy/Final as applicable to each permit. To ensure that the City will not have loss of interest income the Roseville Municipal Code requires an interest rate be charged on monies deferred for the City Fee Deferral. Specifically, the City's Finance Department identified that the City's ten year pooled interest rate is 2.25%. Therefore, an interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee

Deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be changed per building permit.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Avia Apartment Complex will construct 300 rental units within the City of Roseville. According to Zillow.com the median rent price in Roseville is \$1,975 and continues to rise. The current vacancy rate in Roseville is less than three percent as compared to a healthy rental vacancy rate that is typically between five to eight percent. Construction of addition of rental housing in Roseville is much needed and will serve to meet existing unmet demand. Additionally, this deferral will generate temporary construction and permanent apartment manager and grounds keeper jobs to the City of Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the resolution authorizing Council's direction to defer development impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-143

Avia Apt Complex Fee Deferral Request

Avia Apt Complex Site Plan

RESOLUTION NO. 17-143

APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from USA Properties Fund, Inc., the developer of the Avia Apartment Complex, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of \$5,199,244.45 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said the City fee deferral to building permit/occupancy final in the amount of \$5,199,244.45 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%), as requested by USA Properties Fund, Inc., is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



March 24, 2017

Ms. Laura Matteoli
Economic Development Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Ms. Matteoli:

Please accept this letter as USA Properties Fund's formal request for a Fee Deferral for Avia at Fiddymment located at 1900 Blue Oaks Boulevard.

This application requests fee deferrals for 15 residential buildings and 1 clubhouse for a total of 16 permits. We acknowledge the following:

- All permits for the project must be pulled on or before June 30, 2017
- Each building is subject to a Fee Deferral Administrative Fee of \$625.00
- The deferrals are subject to interest charged at the rate of the City's pooled interest rate ten year average. Interest is paid at the time the final fee payment is made prior to issuance of Certificate of Occupancy.

Please note that USA Properties has established a Single Purpose Entity for the project. The property will be owned, constructed, and operated under the entity of Roseville 653, LLC, a California limited liability company.

Sincerely,

A handwritten signature in blue ink that reads 'Royce Patch'. The signature is fluid and cursive, with the first name 'Royce' being more prominent.

Royce Patch
Vice President, Development
USA Properties Fund, Inc.





COUNCIL COMMUNICATION

CC #: 8435

File #: 1004-01 & 0400-04-12

Title: Sierra Vista Substation Site Dedication
Contact: Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting the Irrevocable Offer of Dedication in Fee Title for parcel FD-61 in the Sierra Vista Specific Plan pursuant to California Government Code section 7050 and authorize the City Clerk to record the Grant Deed. Staff recommends accepting the IOD at this time in order for Roseville Electric to proceed with electric substation construction activities that are required to support future development.

BACKGROUND

As part of the Sierra Vista Specific Plan Development Agreements, landowners were required to provide a site to the City for the purposes of building an electrical substation. As stated in the Irrevocable Offer of Dedication (IOD), the City may accept at any time, the substation site with the approval of City Council. Based on current development activity, the Electric department requests at this time, that the City Council accept the substation site.

The substation that will be constructed on the site is required to provide electric service to all development within the Sierra Vista Specific Plan. The landowners at this time, have met the requirements of the Development Agreement and have provided a graded substation site, free and clear of all wetlands. Once City Council accepts the site, the Electric department will proceed with the design and construction of the new substation. Construction is anticipated to begin spring 2018.

FISCAL IMPACT

There is no fiscal impact associated with accepting parcel FD-61.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Chris Porter, Senior Power Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-152

Signed Grant Deed

FD-61 Map/Description

FD-61 PUE Map/Description

FD-61 LSE Map/Description

RESOLUTION NO. 17-152

ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PARCEL
FD-61 IN THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, the Development Agreements (DAs) for the Sierra Vista Specific Plan Area required the landowners to provide a site to the City for use as an electrical substation; and

WHEREAS, at this time, Roseville Electric staff agree that the landowners have met the requirements of the DAs and have offered to the City a graded substation site; and

WHEREAS, the Federico/Tyler Family Limited Partnership have submitted a Grant Deed for Parcel FD-61 in the Sierra Vista Specific Plan; and

WHEREAS, the Grant Deed conveying Parcel FD-61 to the City has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Irrevocable Offer of Dedication is hereby accepted and that the City Clerk is hereby authorized to submit the Grant Deed for recordation 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

RECORDING REQUESTED BY

Placer Title Company
Escrow Number: P-189708-TM
Branch: 110

AND WHEN RECORDED MAIL TO

CITY OF ROSEVILLE

A.P.N.: 499-010-039-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

() Unincorporated Area (X) City of

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

Hereby GRANT(S) to **CITY OF ROSEVILLE, A MUNICIPAL CORPORATION**

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: March 9, 2017

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

EXHIBIT "A"
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that real property situated in the City of Roseville, County of Placer, State of California, being a portion Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian and being a portion of Areas PQP-3 and R-2 as shown and so designated on that certain Record of Survey No. 3221 filed for record on July 24, 2015 in Book 22 of Surveys, at Page 135, Placer County Records, also being a portion of that certain "Irrevocable Offer of Dedication in Fee Title" to the City of Roseville by Federico/Tyler Family Limited Partnership, a California limited partnership recorded on July 24, 2015 in Document No. 2015-0064322, Official Records of Placer County, and being further described as follows:

Beginning at the northwest corner of said PQP-3 as shown on said Record of Survey; thence from the POINT OF BEGINNING coincident with the north line of said PQP-3, North 89°43' 16" East a distance of 189.65 feet to a point from which the northeast corner of said PQP-3 bears North 89°43' 16" East a distance of 23.90 feet; thence leaving said north line of PQP-3, South 00°16'44" East a distance of 151.66 feet to the east line of said PQP-3 from which the southeast corner of said PQP-3 bears South 16°40'11" West a distance of 30.88 feet; thence leaving said east line, South 47°00'48" West a distance of 43.55 feet to the south line of said PQP-3, from which the southeast corner of said PQP-3 bears North 89°43'16" East a distance of 23.00 feet; thence coincident with said south line of PQP-3, South 89°43'16" West a distance of 157.51 feet to the southwest corner of said PQP-3; thence coincident with the westerly extension of the aforementioned line into Area R-2, South 89°43'16" West a distance of 50.00 feet to a point of curvature; thence coincident with a concentric arc and parallel line and 50.00 feet distant, westerly, as measured at a radial line and or right angles, from the west line of said PQP-3 for the following two arcs, courses and distances:

1. from a radial line which bears South 88°56'01" West, 19.93 feet along the arc of a non-tangent 1450.00 foot radius curve to thee right through a central angle of 00°47'14"; and
2. North 00°16'44" West a distance of 161.27 feet to an intersection with the westerly extension of the north line of said PQP-3;

thence coincident with said westerly extension of the north line of said Area PQP-3, North 89°43'16" East a distance of 50.00 feet to the Point of Beginning.

A.P.N.: 499-010-039-000

SIGNATURE PAGE TO GRANT DEED

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A California limited partnership

By: Anna J. Starks
Anna J. Starks, General Partner

By: Leonard A. Federico
Leonard A. Federico, General Partner

By: Gary J. Federico
Gary J. Federico, General Partner

By: _____
Janet M. Wright, General Partner

By: The James A. Federico and Grace R. Federico Family Revocable Trust,
As amended and restated in 2005, General Partner

By: _____
Leonard A. Federico, Trustee

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

SIGNATURE PAGE TO GRANT DEED

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A California limited partnership

By: _____
Anna J. Starks, General Partner

By: _____
Leonard A. Federico, General Partner

By: _____
Gary J. Federico, General Partner

By: Janet M. Wright
Janet M. Wright, General Partner

By: The James A. Federico and Grace R. Federico Family Revocable Trust,
As amended and restated in 2005, General Partner

By: _____
Leonard A. Federico, Trustee

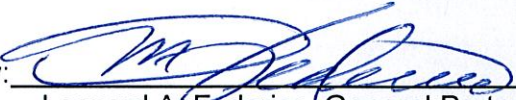
MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A California limited partnership

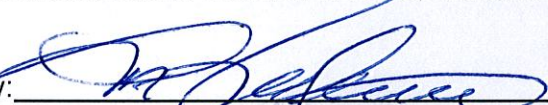
By: _____
Anna J. Starks, General Partner

By:  _____
Leonard A. Federico, General Partner

By: _____
Gary J. Federico, General Partner

By: _____
Janet M. Wright, General Partner

By: The James A. Federico and Grace R. Federico Family Revocable Trust,
As amended and restated in 2005, General Partner

By:  _____
Leonard A. Federico, Trustee

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento) ss.

On March 27, 2017 before me,

Claudia Medina, Notary Public

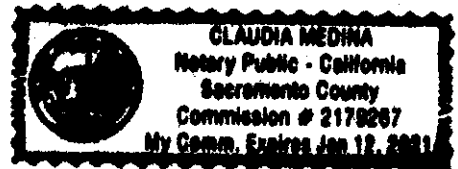
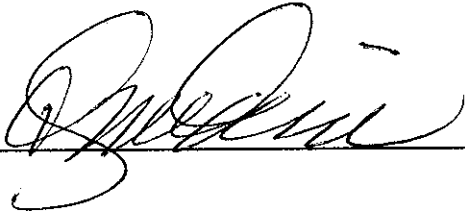
Notary Public personally appeared Anna J. Starks and

Gary J. Federico

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

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 El Dorado) SS.

On March 27, 2017 before me,
Kristi Mollet

Notary Public personally appeared Janet M. Wright

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Kriseloh



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno) ss.

On march 27, 2017 before me,
Pauline J. Moore, Notary Public
Notary Public personally appeared Leonard A. Federico

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Pauline J Moore



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

EXHIBIT "A"

DESCRIPTION OF AREA FD-61

All that real property situated in the City of Roseville, County of Placer, State of California, being a portion Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian and being a portion of Areas PQP-3 and R-2 as shown and so designated on that certain Record of Survey No. 3221 filed for record on July 24, 2015 in Book 22 of Surveys, at Page 135, Placer County Records, also being a portion of that certain "Irrevocable Offer of Dedication in Fee Title" to the City of Roseville by Federico/Tyler Family Limited Partnership, a California limited partnership recorded on July 24, 2015 in Document No. 2015-0064322, Official Records of Placer County and being further described as follows:

Beginning at the northwest corner of said PQP-3 as shown on said Record of Survey; thence from said **POINT OF BEGINNING** coincident with the north line of said PQP-3, North 89°43'16" East a distance of 189.65 feet to a point from which the northeast corner of said PQP-3 bears North 89°43'16" East a distance of 23.90 feet; thence leaving said north line of PQP-3, South 00°16'44" East a distance of 151.66 feet to the east line of said PQP-3 from which the southeast corner of said PQP-3 bears South 16°40'11" West a distance of 30.88 feet; thence leaving said east line, South 47°00'48" West a distance of 43.55 feet to the south line of said PQP-3, from which the southeast corner of said PQP-3 bears North 89°43'16" East a distance of 23.00 feet; thence coincident with said south line of PQP-3, South 89°43'16" West a distance of 157.51 feet to the southwest corner of said PQP-3; thence coincident with the westerly extension of the aforementioned line into Area R-2, South 89°43'16" West a distance of 50.00 feet to a point of curvature; thence coincident with a concentric arc and parallel line and 50.00 feet distant, westerly, as measured at a radial line and or right angles, from the west line of said PQP-3 for the following two arcs, courses and distances:

1. from a radial line which bears South 88°56'01" West, 19.93 feet along the arc of a non-tangent 1450.00 foot radius curve to the right through a central angle of 00°47'14", subtended by a chord which bears North 00°40'21" West a distance of 19.93 feet; and
2. North 00°16'44" West a distance of 161.27 feet to an intersection with the westerly extension of the north line of said PQP-3;

thence coincident with said westerly extension of the north line of said Area PQP-3, North 89°43'16" East a distance of 50.00 feet to the Point of Beginning.

Containing 42,951 square feet of land, more or less.

See Exhibit "B-1", 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.



Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-17

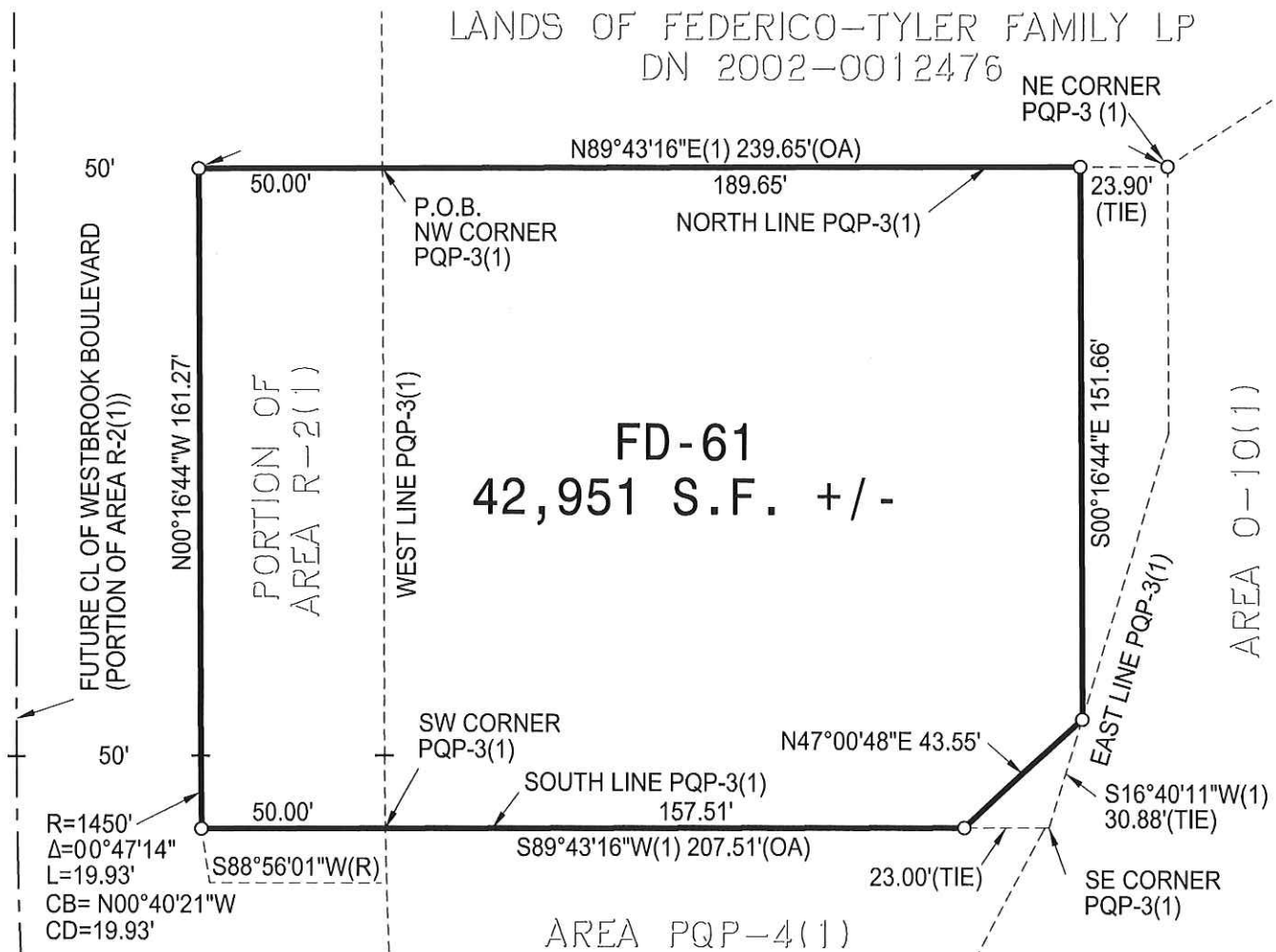
Date: 1/31/17



Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661
P:\18254\survey-MS\mapping\desc\SV-FD-61\SV-FD-61.docx

LEGEND

CB	CHORD BEARING	P.O.B.	POINT OF BEGINNING
CL	CHORD DISTANCE	PQP	IOD (PUBLIC QUASI PUBLIC)
CL	CENTERLINE	R	IOD (ROADS)
DN	DOCUMENT NUMBER	R.S.	RECORD OF SURVEY
O	IOD (OPEN SPACE)	S.F.	SQUARE FEET
OA	OVERALL	(1)	22 R.S. 135



SHEET 1 OF 1



EXHIBIT "A-1"

AREA FD-61

SIERRA VISTA

PORTION OF SECTION 35, T. 11 N. R. 5 E., M.D.M.
CITY OF ROSEVILLE
COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 50'	01/31/2017	18437.TAR
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT "A"
DESCRIPTION OF AREA R-2 PUBLIC UTILITY EASEMENT

All that real property situated in the City of Roseville, County of Placer, State of California, being a portion Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian and being a portion of Area R-2 as shown and so designated on that certain Record of Survey No. 3221 filed for record on July 24, 2015 in Book 22 of Surveys, at Page 135, Placer County Records, also being a portion of that certain "Irrevocable Offer of Dedication in Fee Title" to the City of Roseville by Federico/Tyler Family Limited Partnership, a California limited partnership recorded on July 24, 2015 in Document No. 2015-0064322, Official Records of Placer County, and being further described as follows:

Beginning at the northwest corner of PQP-3 as shown on said Record of Survey No. 3221; thence from the **POINT OF BEGINNING** coincident with the west line of said PQP-3, South $00^{\circ}16'44''$ East a distance of 161.27 feet to a point of curvature; thence 19.93 feet along the arc of a tangent 1400.00 foot radius curve to the left through a central angle of $00^{\circ}48'56''$, subtended by a chord which bears South $00^{\circ}41'12''$ East a distance of 19.93 feet, to the southwest corner of said PQP-3; thence coincident with the westerly extension of the aforementioned line into Area R-2, South $89^{\circ}43'16''$ West a distance of 50.00 feet to a point of curvature; thence coincident with a concentric arc and parallel line and 50.00 feet distant, westerly, as measured at a radial line and or right angles, from the west line of said PQP-3 for the following two arcs, courses and distances:

1. from a radial line which bears South $88^{\circ}56'01''$ West, 19.93 feet along the arc of a non-tangent 1450.00 foot radius curve to the right through a central angle of $00^{\circ}47'14''$, subtended by a chord which bears North $00^{\circ}40'21''$ West a distance of 19.93 feet; and
2. North $00^{\circ}16'44''$ West a distance of 161.27 feet to an intersection with the westerly extension of the north line of said PQP-3;

thence coincident with said westerly extension of the north line of said Area PQP-3, North $89^{\circ}43'16''$ East a distance of 50.00 feet to the Point of Beginning.

Containing 9,060 square feet 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.



Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-17

Date: 1/31/17



Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661
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AREA R-2(1)

N89°43'16"E 50.00'

P.O.B.
NW CORNER
PQP-3(1)

LEGEND

CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
DN	DOCUMENT NUMBER
O	IOD (OPEN SPACE)
O.R.	OFFICIAL RECORD
P.O.B.	POINT OF BEGINNING
PQP	IOD (PUBLIC QUASI PUBLIC)
R	IOD (ROADS)
R.S.	RECORD OF SURVEY
S.F.	SQUARE FEET
(1)	22 R.S. 135

FUTURE CL OF WESTBROOK BOULEVARD
(PORTION OF AREA R-2(1))

DN 2002-0012476 O.R.
FEDRICO-TYLER FAMILY LP

N00°16'44"W 161.27'

PORTION OF AREA R-2(1)
PUBLIC UTILITY EASEMENT
9,060 S.F. +/-

WEST LINE PQP-3(1)

N00°16'44"W(1) 161.27'

AREA PQP-3(1)

R=1450'
 $\Delta=00^{\circ}47'14''$
L=19.93'
CB= N00°40'21"W
CD= 19.93'

50'

S89°43'16"W 50.00'
S88°56'01"W(R)

R=1400'(1)
 $\Delta=00^{\circ}48'56''(1)$
L=19.93'(1)
CB= S00°41'12"E
CD= 19.93'

SOUTH LINE PQP-3(1)

SW CORNER
PQP-3(1)

AREA PQP-4(1)

SHEET 1 OF 1



EXHIBIT "B"

PUBLIC UTILITY EASEMENT

SIERRA VISTA

PORTION OF SECTION 35, T. 11 N. R. 5 E., M.D.M.

CITY OF ROSEVILLE

COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION,
THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 30'	01/31/2017	18437.TAR
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT "A"
DESCRIPTION OF AREA R-2 LANDSCAPE EASEMENT

All that real property situated in the City of Roseville, County of Placer, State of California, being a portion Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian and being a portion of Area R-2 as shown and so designated on that certain Record of Survey No. 3221 filed for record on July 24, 2015 in Book 22 of Surveys, at Page 135, Placer County Records, also being a portion of that certain "Irrevocable Offer of Dedication in Fee Title" to the City of Roseville by Federico/Tyler Family Limited Partnership, a California limited partnership recorded on July 24, 2015 in Document No. 2015-0064322, Official Records of Placer County, and being further described as follows:

Beginning at the northwest corner of PQP-3 as shown on said Record of Survey No. 3221; thence from the **POINT OF BEGINNING** coincident with the west line of said PQP-3, South $00^{\circ}16'44''$ East a distance of 161.27 feet to a point of curvature; thence 19.93 feet along the arc of a tangent 1400.00 foot radius curve to the left through a central angle of $00^{\circ}48'56''$, subtended by a chord which bears South $00^{\circ}41'12''$ East a distance of 19.93 feet, to the southwest corner of said PQP-3; thence coincident with the westerly extension of the aforementioned line into Area R-2, South $89^{\circ}43'16''$ West a distance of 50.00 feet to a point of curvature; thence coincident with a concentric arc and parallel line and 50.00 feet distant, westerly, as measured at a radial line and or right angles, from the west line of said PQP-3 for the following two arcs, courses and distances:

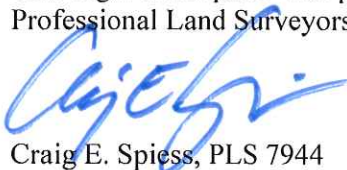
1. from a radial line which bears South $88^{\circ}56'01''$ West, 19.93 feet along the arc of a non-tangent 1450.00 foot radius curve to the right through a central angle of $00^{\circ}47'14''$, subtended by a chord which bears North $00^{\circ}40'21''$ West a distance of 19.93 feet; and
2. North $00^{\circ}16'44''$ West a distance of 161.27 feet to an intersection with the westerly extension of the north line of said PQP-3;

thence coincident with said westerly extension of the north line of said Area PQP-3, North $89^{\circ}43'16''$ East a distance of 50.00 feet to the Point of Beginning.

Containing 9,060 square feet 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.


Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-17
Date: 1/31/17



Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661
P:\18254\survey-MS\mapping\desc\SV-FD-61\FD-AREA R-2-LSE-DESC.docx

AREA R-2(1)

N89°43'16"E 50.00'

50'

P.O.B.
NW CORNER
PQP-3(1)

LEGEND

CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
DN	DOCUMENT NUMBER
O	IOD (OPEN SPACE)
O.R.	OFFICIAL RECORD
P.O.B.	POINT OF BEGINNING
PQP	IOD (PUBLIC QUASI PUBLIC)
R	IOD (ROADS)
R.S.	RECORD OF SURVEY
S.F.	SQUARE FEET
(1)	22 R.S. 135

FUTURE CL OF WESTBROOK BOULEVARD
(PORTION OF AREA R-2(1))

DN 2002-0012476 O.R.
FEDRICO-TYLER FAMILY LP

N00°16'44"W 161.27'

PORTION OF AREA R-2(1)
LANDSCAPE EASEMENT
9,060 S.F. +/-

WEST LINE PQP-3(1)

N00°16'44"W(1) 161.27'

AREA PQP-3(1)

50'

R=1450'
Δ=00°47'14"
L=19.93'
CB= N00°40'21"W
CD= 19.93'

S89°43'16"W 50.00'
S88°56'01"W(R)

R=1400'(1)
Δ=00°48'56"(1)
L=19.93'(1)
CB= S00°41'12"E
CD= 19.93'

SOUTH LINE PQP-3 (1)

SW CORNER
PQP-3 (1)

AREA PQP-4(1)



SHEET 1 OF 1

EXHIBIT "B"

LANDSCAPE EASEMENT

SIERRA VISTA

PORTION OF SECTION 35, T. 11 N. R. 5 E., M.D.M.

CITY OF ROSEVILLE

COUNTY OF PLACER STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

RMP	1"= 30'	01/31/2017	18437.TAR
DRAWN BY	SCALE	DATE	JOB NO.



COUNCIL COMMUNICATION

CC #: 8447

File #: 0201-01 & 0309-01

Title: Antelope Creek Flood Control Project - Memorandum of Understanding and Budget Adjustment
Contact: Carl Walker 916-746-1300 cwalker@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the attached Memorandum of Understanding for the Timing, Sequencing, and Funding of the Antelope Creek Flood Control Project Upper Weir with the Placer County Flood Control and Water Conservation District and other District member agencies, adopt the attached resolution authorizing the City Manager to execute the MOU on behalf of the City, and approve a \$601,397 budget adjustment from the Pleasant Grove Drainage Basin Construction Fund to fund the loan.

BACKGROUND

At their February 11, 2013 meeting, the Placer County Flood Control and Water Conservation District (District) Board of Directors adopted the November 2011 Dry Creek Watershed Flood Control Plan Update. The Plan Update identifies capital improvement projects for flood control and to mitigate increases in the one-percent annual chance storm, or "100-year storm event" peak flow, attributed to new development within the Dry Creek Watershed.

The Dry Creek Watershed Plan Update includes the Antelope Creek Flood Control Project, which is located entirely within the City of Roseville, adjacent to westbound Interstate 80, and north of Atlantic Street. (See Attachment #1 – Project Vicinity Map)

The Project consists of the construction of two weirs spanning the main channel to allow passage of low flows while detaining higher flows. Due to funding constraints within the Dry Creek Watershed development fee program, the project has been divided into two phases:

- Phase 1 (which will be constructed at a future date) includes the downstream weir, located approximately 200 feet upstream from the UP Railroad Bridge adjacent to Atlantic Street. Estimated cost: \$1,682,000.
- Phase 2 (which is planned for construction this year) includes the upstream weir, which would replace the City's existing bicycle path and culvert crossing for the Antelope Creek Bike Trail. Estimated cost: \$3,371,600.

Once constructed, the entire Project has the potential to reduce 100-year storm peak flows as measured at the Vernon Street Bridge by approximately 900 cubic feet per second. An estimated 760 cubic feet per second peak flow reduction, or 84% of the total 900 cubic feet per second goal, will be achieved with construction of the Phase 2 upstream weir project.

Project funding for the Phase 2 upstream weir project is being provided by two existing Department of Water Resources (DWR) grant programs as well as monies from the Dry Creek Trust Fund (Fund). However, these three funding sources do not adequately fund all project construction costs. Based on the most current project funding analysis, the shortfall is estimated at approximately \$1,356,963. (See Attachment #2 – Funding Analysis)

In addition, due to the terms of the DWR grant programs, construction of the project needs to occur during the upcoming 2017 construction season, or the Flood Control District will need to return any unspent grant funds and pay back DWR for any grant funds previously used for design of the project. The DWR grant funds contribute over one million dollars to the project's construction cost and their use is critical to building the project.

In order to address this shortfall, and due to the urgency to fund the project during the upcoming construction season, District staff met with staff from the City of Roseville, Placer County, City of Rocklin, and Town of Loomis, which are the District member agencies that most directly benefit from the project, and negotiated the terms of the subject Memorandum of Understanding (MOU).

Through the MOU, the District is seeking a loan from the City of Roseville in the amount of \$601,397. Funding for this loan is available within the City's Pleasant Grove Drainage Fund.

Repayment of the loan will be made by the District as the Dry Creek Trust Fund balance continues to grow through the collection of development impact fees for new development within the Dry Creek Watershed. Based on current levels of new development and the associated fee revenue being deposited into the Fund, it is estimated that full reimbursement of each member agency's loan payment should occur within five years of the first reimbursement payment being issued. Interest based upon the Construction Cost Index will be assessed annually against any unpaid balances due to the member agencies.

FISCAL IMPACT

The proposed \$601,397 loan identified in the MOU would originate from the City's Pleasant Grove Drainage Basin Construction Fund. The fund balance is currently over \$9 million which is sufficient to cover the loan. The District will repay the loan to the City of Roseville with interest from future funds collected by the Dry Creek Watershed development fee program. The repayment will be returned to the Pleasant Grove Drainage Fund for future construction of the Pleasant Grove Retention Basin.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that, the Antelope Creek Flood Control Project, Upper Weir will create 36 jobs. The City's loan will be responsible for 6 1/2 of those jobs.

ENVIRONMENTAL REVIEW

On November 22, 2013 the District, acting as Lead Agency, published a Draft Initial Study/Mitigated Negative Declaration (MND) for the Antelope Creek Flood Control Project (SCH# 2013112064). The District considered and incorporated comments on the Draft MND and published a Final MND in January 2014. Subsequently, the scope of the project was altered to include additional areas of impact, and so an Addendum to the MND was prepared (dated September 2015).

Respectfully Submitted,

Carl Walker, Senior Engineer - Floodplain Manager

Rhon L. Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-158

2017 MOU

Location Map

Funding Analysis

Ordinance No. 5831

Budget Adjustment

RESOLUTION NO. 17-158

APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE TIMING,
SEQUENCING AND FUNDING OF THE ANTELOPE CREEK FLOOD CONTROL
PROJECT, UPPER WEIR, BY AND AMONG THE PLACER COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, THE CITY OF ROCKLIN, THE CITY OF
ROSEVILLE, THE TOWN OF LOOMIS AND THE COUNTY OF PLACER, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the Timing, Sequencing and Funding
of the Antelope Creek Flood Control Project, Upper Weir, by and among the Placer County
Flood Control and Water Conservation District, the City of Rocklin, the City of Roseville, the
Town of Loomis and the County of Placer, has been reviewed by the City Council; and

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR THE TIMING, SEQUENCING AND FUNDING OF
THE ANTELOPE CREEK FLOOD CONTROL PROJECT, UPPER WEIR**

**Placer County Flood Control and Water Conservation District,
City of Rocklin, City of Roseville, Town of Loomis and Placer County**

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made effective as of this ____th day of May, 2017, by and among the **Placer County Flood Control and Water Conservation District ("District")**, the **City of Rocklin ("Rocklin")**, the **City of Roseville ("Roseville")**, the **Town of Loomis ("Loomis")** and the **County of Placer ("County")** (collectively the Parties).

1. General Provisions.

- A. Purpose. The purpose of this MOU is to establish the terms for the timing, sequencing and funding of the Antelope Creek Flood Control Project, Upper Weir hereinafter referred to as the "Project". The District has identified a Project funding shortfall to complete the construction of the Project as further detailed in Section 2, B below and within Exhibit A attached hereto and incorporated herein by this reference. This MOU will address the estimated funding shortfall through payments received from each of the District's member agencies within the Dry Creek watershed. These payments will be fully reimbursed over time under the terms of this MOU.
- B. Execution of this MOU hereby rescinds the prior MOU dated June 10, 2013 entered into between the District, Roseville and the County for the timing and advance funding of the Antelope Creek Flood Control project.
- C. Definitions.

"Advance Payment" means the lump sum loan payment made by each Participant to the District for the construction of the Project, exclusive of future regular quarterly payments of one-time fees on new development collected and deposited within the Fund.

"Antelope Creek Flood Control Project, Upper Weir" means those improvements located within Antelope Creek associated with the construction of one of two weirs near Antelope Creek Drive (the second weir for Phase 1 is located further downstream near Atlantic Street) as conceptually shown in the final Update to the Dry Creek Watershed Flood Control Plan dated November 2011 ("Plan"), which is incorporated herein by this reference.

"Current Estimated Cost," in connection with the Project, shall mean the current estimated cost for the remaining construction related items up to District's formal acceptance of the Project as complete, as evidenced by issuance of a Notice of

Completion (NOC) to the District's construction contractor.

"Party" means the agencies subject to this MOU including the Placer County Flood Control and Water Conservation District, Placer County, the Cities of Roseville and Rocklin and the Town of Loomis.

"Project" shall mean the Antelope Creek Flood Control Project, Upper Weir.

"Fund" is the existing Dry Creek Trust Fund as maintained by the District for the purpose of holding those amounts collected from the Participants to fund the construction of the Project. The Fund is an existing interest bearing type trust fund maintained by the District and includes past and future drainage mitigation fee payments collected on new development, as separately collected and transferred to the District. With respect to any reimbursement of Advance Payments provided for in this MOU, the District shall not be required to pay any amounts until the Fund balance is sufficient for such payments. A sufficient Fund balance is hereby agreed to be a \$50,000 minimum amount.

"Participant(s)" means the County, Rocklin, Roseville and Loomis.

- D. Obligations of Participants. Participants shall budget for and make an Advance Payment as further detailed below and according to all provisions of this MOU.
- E. Obligations of District. The District shall place all Advance Payments received into the Fund and more specifically within the Antelope Creek Zone (one of seven established zones within the Fund). Advance Payments will be deposited together within the Antelope Creek Zone of the Fund, along with existing and future drainage mitigation fee payments regularly collected on new development per existing ordinance previously adopted by each of the Parties. The District will commit to completing construction of the Project, currently scheduled to be complete by December 2017. The District will make future reimbursement payments to each Participant totaling the amount of each Participant's respective original Advance Payment plus interest pursuant to all provisions of this MOU.

2. Project Funding Allocation.

- A. The District has prepared final construction documents for the Project and intends to begin construction in mid-May 2017 with funding provided from two existing State Department of Water Resources grants as well as from the Fund.
- B. The Current Estimated Cost for the Project is \$3,371,613. The total amount of available Project funding from the two State grant programs and the Fund is estimated at \$2,014,650. Therefore, the estimated Project funding shortfall, as of the date of this Agreement, is \$1,356,963 (see also Exhibit A). The total of all Advance

Payments from each Participant as reflected in the table within Section 2, C below, has been calculated to match the current funding shortfall of \$1,356,963. Any changes to the Current Estimated Cost and Advance Payment will be prepared and documented according to the agreed fair share formula as described below in Section 2, C. Any future changes (increases or decreases) to the awarded cost of construction, as documented by future construction contract change orders, will not be accounted for or otherwise included in the calculation of each Participant's final Advance Payment. The District will prepare and mail out an invoice of each Participant's final Advance Payment. Each Participant hereby agrees to make the final calculated Advance Payment to the District no later than August 1, 2017. The District will deposit the Advance Payments within the Fund as further described in Section 1, D above.

- C. The Advance Payment amounts reflected in the table below are calculated based upon an agreed fair share of the total amount of additional Project funding required (currently \$1,356,963).

Participant	% Share of Additional Project Funding	Advance Payment
Placer County	40.79	\$553,511
Roseville	44.32	\$601,397
Rocklin	13.42	\$182,063
Loomis	1.47	\$19,992
TOTAL	100	\$1,356,963

- D. Following award of the construction contract on April 10, 2017, the District shall diligently pursue construction of the Project to completion. The District shall attempt to exhaust the funds from the two State grant programs prior to using monies from the Fund. Only those Project expenses associated with the construction of the Project are to be funded by the Advance Payments.

3. Reimbursement of Advance Payment

The Participants acknowledge and agree that the District shall provide 100% reimbursement to each Participant according to the percentage share of additional project funding detailed in Section 2, C above. Interest shall accrue on un-reimbursed Participant contributions from the date of disbursement. Simple interest shall be applied to the unpaid principal balance as of June 30th each year. The interest rate shall be based upon the Construction Cost Index (CCI)

for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May or other index agreed to by all participants. Reimbursement payments to the Participants shall be credited first to interest and then to the principal amount of their respective Participant contributions. Once the terms of reimbursement timing set forth in Section 4 below have been met, semi-annual (twice yearly) payments to the Participants will be made according to the percentage (the percentage listed above in Section 2C for each Participant) on the amount of Fund balance above \$50,000, assuming the amount of Fund balance above \$50,000 amounts to at least \$25,000 or more. If the terms set forth below in Section 4 have not been met, reimbursement will be placed on hold and evaluated by the District six months later. The District will provide a reimbursement calculation summary to accompany each reimbursement made and shall include an itemization of the remaining reimbursements yet to be made to equal the total Advance Payment.

4. Timing of Reimbursements

Reimbursements of Advance Payments to the Participants shall begin once the District has formally accepted the Project as complete, evidenced by issuance of a Notice of Completion (NOC) to the District's construction contractor, and once the Fund balance is at or above a minimum \$50,000 level and the amount of Fund balance above \$50,000 amounts to at least \$25,000 or more. Reimbursement shall continue, assuming Fund balance minimums are met on a semi-annual basis (twice yearly) until such time that all of the Participants have been fully reimbursed for their Advance Payments and any interest accrued per Section 3 above, , Based on current levels of new development and the associated fee revenue being generated in the Fund, it is estimated that full reimbursement should occur within 5 years of the first reimbursement payment being issued. Full reimbursement may be reached within an earlier timeframe if the costs of construction come in lower than the total construction contract price initially awarded by the District.

If construction of the Project is not accepted as complete within two years of the receipt of Advance Payments, subject to extension for delay caused by events and occurrences outside the reasonable control of the District, as determined by the District's Technical Advisory Committee, or the District's Board has otherwise formally cancelled construction of the Project, the District will make reimbursements to each Participant according to Section 3 above and this Section 4.

5. Amendments

This MOU may be amended at any time by a written instrument executed by all of the Parties hereto; provided, however, no amendment may be adopted which would directly or indirectly reduce or eliminate the reimbursement provisions contained herein.

6. Term of MOU; Termination.

This MOU shall remain in full force and effect until the completion of the Project and

performance of the District's reimbursement obligations hereunder. The Parties agree termination of the MOU may only occur in writing and according to terms found mutually agreeable to all Parties.

7. Entire Agreement.

This MOU is intended as the complete integration of all understandings between the Parties, constitutes the entire agreement between the Parties pertaining to the subject matter contained in it, and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless embodied in writing.

8. Notices.

All notices and other communications under this MOU shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or if made by telecopy directed to the Party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the Parties at the addresses shown below:

District: Brian Keating, District Manager
Placer County Flood Control and Water Conservation District
3091 County Center Drive, Suite 220
Auburn, CA 95603

Placer County: Ken Grehm, Director
Placer County Department of Public Works
3091 County Center Drive
Auburn, CA 95603

Roseville: Rhon Herndon
Public Works Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

Rocklin: Dave Palmer
City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Loomis: Britt Snipes
Public Works Director
Town of Loomis
3665 Taylor Road
Loomis, CA 95650

9. Waiver.

No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

10. Effect of Captions and Headings.

The captions and headings of this MOU are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11. Counterparts.

This MOU may be executed simultaneously 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.

12. Severability.

Any provision of this MOU which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement, except as necessary to carry out the intent of the Parties in entering into this MOU.

13. Authority.

Each of the persons signing this MOU on behalf of a Party hereto represents that he or she is authorized to sign the MOU on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

14. Choice of Law.

This agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each Party waives any Federal court removal and/or original jurisdiction rights it may have.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU effective as of the date first above written.

ATTEST: PLACER COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

District Secretary By _____
Executive Director

Approved as to Form:

District Counsel

ATTEST: COUNTY OF PLACER

Clerk of the Board, By _____
Placer County Chief Executive Officer

Approved as to Form:

County Counsel

ATTEST: CITY OF ROCKLIN
A Municipal Corporation

City Clerk, City of Rocklin By _____
City Manager

Approved as to Form:

City Attorney

ATTEST: CITY OF ROSEVILLE
A Municipal Corporation

City Clerk, City of Roseville

By _____
City Manager

Approved as to Form:

City Attorney

ATTEST: Town of Loomis
An Incorporated Township

Secretary

By _____
Town Manager

Approved as to Form:

Town Attorney

Attachment 1: Project Location



Attachment 2

Antelope Creek Flood Control Project Funding - Upper Weir
3/30/2017

Project: Antelope Creek at Atlantic Street Phase 2 (Upper Weir)				
Item	Quantity	Unit	Unit Cost	Total Cost
Remaining Design, Planning and Permitting, Retainage Pay	1	LS	\$123,687	\$123,687
Construction including 10% contingency	1	LS	\$2,571,800	\$2,571,800
Riparian Floodplain Forest 3:1 Impact Mitigation Costs	1	LS	\$175,200	\$175,200
Freshwater Marsh/Riparian Habitat 2:1 Mitigation Costs	1	LS	\$55,000	\$55,000
Construction Management	1	LS	\$362,467	\$362,467
Reimburse City of Roseville Landfill Consultant	1	LS	\$47,765	\$47,765
Remaining Permit Fees	1	LS	\$0	\$0
District Admin	1	LS	\$6,000	\$6,000
Labor Compliance program	1	LS	\$29,694	\$29,694
Total Upper Weir				\$3,371,613

Project Funding Sources:

Dry Creek Trust Fund : \$1,100,000
DWR IRWM Prop 84 Grant: \$514,650
DWR USRP Grant: \$400,000
County/Roseville/Rocklin/Loomis MOU Loan: \$1,356,963
Total: **\$3,371,613**

ORDINANCE NO. 5831

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Memorandum of Understanding with the Placer County Flood Control and Water Conservation District for the Antelope Creek Flood Control Project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$601,397.00

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Carl Walker

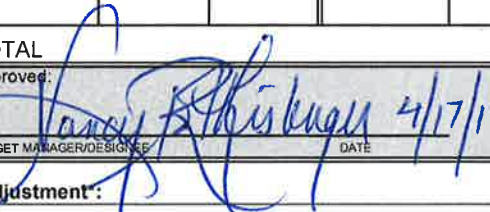
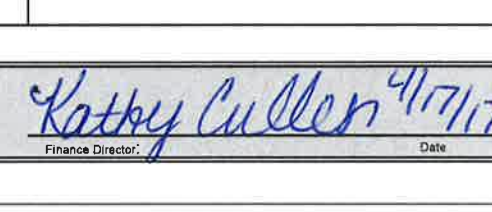
DEPARTMENT/DIVISION*: Public Works/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2017

PROPOSED COUNCIL DATE (if applicable): 05/10/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
601,397	00250	8911	250			Advance to Placer County Flood Control and Water Conservation District
\$ 601,397	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
601,397	00250		250			Available Resources
\$ 601,397	TOTAL					

FINANCE USE	Approved:	 4/17/17		 4/17/17	
		BUDGET MANAGER/DISEGNEE	DATE	Finance Director:	Date

Justification for Budget Adjustment:

This budget adjustment is to advance the City of Roseville's portion of the Antelope Creek Flood Control Project, Upper Weir to the Placer County Flood Control and Water Conservation District. This advance will be paid back by mitigation fees plus interest at the construction cost index.

Approved:	 4-17-2017		Approved:	
REQUESTING DEPARTMENT HEAD/DISEGNEE	DATE	CITY MANAGER	DATE	



COUNCIL COMMUNICATION

CC #: 8448

File #: 0201-02 & 0201-01

Title: Audit Services - Professional Services Agreement Amendment and Budget Adjustment

Contact: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached resolution authorizing the City Manager or his designee to sign the attached First Amendment to the Professional Services Agreement with Vavrinek, Trine, Day & Company for the purposes of providing financial audit services for an additional audit of the Other Post Employment Benefit Trust Fund. Staff also recommends that City Council adopt an ordinance approving a budget adjustment allocating \$27,000 for audit services.

BACKGROUND

In order for the City to be in compliance and properly implement Government Audit Standards Board (GASB) No. 74 *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans* the City is required to prepare separately issued financial statements for its Other Post Employment Benefit Trust Fund and have those statements audited by an external audit firm.

The First Amendment to the Professional Services Agreement for Audit Services increases the contract by \$15,000 and \$12,000 for the audits of fiscal year ended June 30, 2017 and June 30, 2018, respectively, to include this new audit in the scope of services.

FISCAL IMPACT

There is a fiscal impact of \$27,000 to the Other Post Employment Benefit Trust Fund (650).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This is not considered a “project” as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jacquelyn Flickinger, Controller

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-159

First Amendment to Professional Services Agreement

Ordinance No. 5832

Budget Adjustment

RESOLUTION NO. 17-159

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND VAVRINEK, TRINE, DAY & CO., LLP,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for audit services,
by and between the City of Roseville and Vavrinek, Trine, Day & Co., LLP, 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; 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

**FIRST AMENDMENT TO
AGREEMENT FOR AUDIT 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 Vavrinek, Trine, Day & Co., LLP, a limited liability partnership (“AUDITOR”), and

W I T N E S S E T H:

WHEREAS, CITY and AUDITOR previously entered into an Agreement for Audit Services dated July 1, 2015 (“Agreement”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in AUDITOR’s letter/proposal dated April 6, 2017, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, AUDITOR is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. AUDITOR shall provide additional services as described in Exhibit “A” of this First Amendment to Agreement.

2. Paragraph 5 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay twenty-seven thousand dollars (\$27,000), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement.”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

VAVRINEK, TRINE, DAY & CO., LLP, a
limited liability partnership

BY: _____
ROB JENSEN
City Manager

BY: 
its: PARTNER

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
JAY PANZICA
Chief Financial Officer

EXHIBIT “A”



April 6, 2017

Jacquelyn Flickinger, CPA, MAcc
Controller
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Ms. Flickinger:

We appreciate the opportunity to serve the City of Roseville as the independent auditor. This letter sets forth the understanding that, at the request of the City of Roseville, we will provide independent auditing services for the City's Other Post-Employment Benefit Plan (OPEB Plan) for fiscal years 2016-17 and 2017-18. This proposal demonstrates our capability and commitment to serve.

At the request of the City, we have prepared a fee quotation for auditing services of the OPEB Plan for the fiscal years ended June 30, 2017 and June 30, 2018. Vavrinek, Trine, Day & Co., LLP is strongly committed to our governmental clients and we value serving as the City's independent auditors. The financial report will be prepared based on generally accepted accounting principles and will include the implementation of Governmental Accounting Standards Board (GASB) Statement 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*. Our proposed fee includes a reduced amount for the fiscal year 2017-2018 outlined as follows:

	Proposed Fees	
	2016-17	2017-18
Audit of OPEB Plan and Preparation of standalone financial statements	<u>\$ 15,000</u>	<u>\$ 12,000</u>

We value serving as the City's independent auditors.

We welcome the opportunity to discuss our fee quote at any time. Should you have any questions, please feel free to call me at (909) 466-4410.

Very truly yours,

Phil White, CPA
Partner
Of Vavrinek, Trine, Day & Co., LLP

PMW:gbl

ORDINANCE NO. 5832

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for audit services of the Other Post Employment Benefit Trust Fund per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$27,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Jacquelyn Flickinger

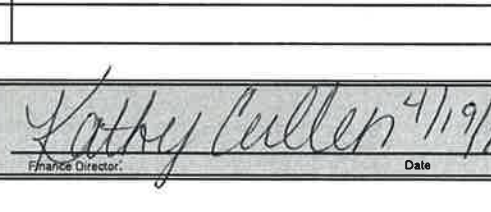
DEPARTMENT/DIVISION*: Finance/Accounting

FISCAL YEAR/EFFECTIVE DATE*: FY 2017

PROPOSED COUNCIL DATE (if applicable): 05/10/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
27,000	00650	5100	650			Contract Services for OPEB Audit
\$ 27,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
27,000			650			Available Resources
\$ 27,000	TOTAL					

FINANCE USE	Approved:				
		BUDGET MANAGER/DESIGNER	DATE	Finance Director	Date
			4/19/17		4/19/17

Justification for Budget Adjustment*:

In order for the City to be in compliance and properly implement Government Audit Standards Board (GASB) No. 74 Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans the City is required to prepare separately issued financial statements for its Other Post Employment Benefit Trust Fund and have those statements audited by an external audit firm. This budget adjustment allows for the increase of the First Amendment to the Professional Services Agreement for Audit Services by \$15,000 and \$12,000 for the audits of fiscal year ended June 30, 2017 and June 30, 2018, respectively, to include this new audit in the scope of services.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNER	DATE	CITY MANAGER	DATE
	4/19/17		



COUNCIL COMMUNICATION

CC #: 8466
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Jeffrey Druck
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 6.20.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Jeffrey Druck

City of Roseville RESOLUTION

COMMENDATION AND APPRECIATION

WHEREAS, Refuse Truck Driver II, JEFFREY DRUCK, began his distinguished career with the City of Roseville on July 8, 1991 and has chosen to retire after 27 years of dedicated service; and

WHEREAS, JEFFREY was hired as a Permanent Refuse Collector in July of 1991 thus beginning his career with the City of Roseville; and

WHEREAS, JEFFREY was promoted to Refuse Truck Driver in October of 1992; and

WHEREAS, JEFFREY received a Pride of Roseville Top Team award for Outstanding Performance in August of 2001; and

WHEREAS, JEFFREY received a second Pride of Roseville Top Team award for Outstanding Performance in May of 2011; and

WHEREAS, JEFFREY has provided outstanding service to his customers throughout his career with the City of Roseville; and

WHEREAS, JEFFREY has operated various Refuse Trucks for the City of Roseville for 27 years and should be commended for his excellent service to his customers on a daily basis; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that JEFFREY DRUCK be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 10th day of May, 2017.

SUSAN ROHAN, MAYOR
ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8445
File #: 0113-02

Title: 2017 Program Year Annual Action Plan and Funding Recommendations for Community Development Block Grant Program

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

1. Hold a Public Hearing and receive comments on the City's proposed 2017 Annual Action Plan; and
2. Approve the attached resolution, to carryout the following actions:
 - Adoption of the City's 2017 Annual Action Plan and corresponding 2017 Community Development Block Grant (CDBG) funding recommendations, with an adjustment policy, as stated, for alignment with the actual funding award once it is received; and
 - Authorization of the City Manager to execute the necessary documents and certifications on behalf of the City of Roseville for submittal of the plan and execution of subrecipient agreements between the City of Roseville and approved organizations, as a result of the CDBG funding recommendations, subject to final allocation of funding by the federal government and based on the program year term of July 1, 2017 to June 30, 2018.

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. Since 1986, the City has received thirty (30) CDBG allocations totaling \$13,776,087. As an entitlement jurisdiction, the City receives CDBG funds annually from the Department of Housing & Urban Development (HUD), but due to delays in the federal budgetary process, the City has not yet received an award for the upcoming year. Without a specified amount, staff is making recommendations based on a reasonable average of recent years, using the amount of \$590,000 as an estimated award for the 2017 Program Year. Based on current discussions on the federal level, it is unclear if the City will receive this amount, another amount, or if the program will be funded. In an effort to be prepared for the pending Annual Action Plan deadline of May 15, 2017, staff is working from this estimated amount.

The Annual Action Plan, as a component of the five-year Consolidated Plan, describes the activities the City will undertake in the upcoming program year using CDBG funds, as well as other available

federal, state and local funds, to address the needs identified in the Consolidated Plan.

The City is required to encourage citizen participation and must meet requirements set forth in the City's Citizen Participation Plan for the development of its Annual Action Plan. In addition to the public hearing scheduled at the City Council as part of the action on this report, a public meeting was held at the beginning of the CDBG application process in order to identify community needs and to discuss proposed projects for use of Community Development Block Grant (CDBG) funding. The public meeting and discussion was held January 19, 2017 and seven persons, representing six social service agencies, were in attendance to discuss local needs and potential programs and projects of the CDBG program. The draft Annual Action Plan was made available for public review and comment during a more than 30 day period, April 3, 2017 through May 10, 2017. The public review period for the draft Annual Action Plan ends May 10, 2017 with Council's action and in time for the May 15, 2017 deadline.

Annual Action Plan/CDBG Funding Requirements:

Attached for the City Council's consideration is the 2017 Annual Action Plan, as required by the federal CDBG Program. With the exception of certain planning and administrative activities, all CDBG-funded activities must address one of the three National Objectives:

1. Low Income Benefit
2. Alleviation of Slums or Blight
3. A Particularly Urgent Community Development Need

Types of eligible activities include, but are not limited to:

1. Acquisition of Real Property
2. Public Facilities and Improvements
3. Economic development
4. Public Services
5. Removal of Architectural Barriers
6. Commercial and Residential Property Rehabilitation
7. Historic Preservation
8. Planning Activities
9. Program Administration

In addition, at least 70% of CDBG expenditures each year must primarily benefit low-income persons.

Rating & Ranking Applications for Programs/Projects Using CDBG

In March 2009, the City Council approved a change in the approach to rating of applications for programs/projects requesting CDBG funding. Staff enlisted the assistance of local city CDBG staff in the reviewing and ranking of CDBG applications. This year, representatives from City of Elk Grove, City of Lodi, and the City of West Sacramento volunteered in the reviewing and ranking of applications, in addition to Roseville staff's review. The funding recommendations are a result of numeric ratings out of a possible 100 points. Staff then analyzed the estimated amount of CDBG funding and determined that the higher ranked applications would receive a higher percentage of their funding request.

Please see the attached proposed Program Year 2017 (fiscal year 2017-18) programs and projects, which outlines all of the funding requests, available funds, and recommended funding amounts by category. Federal funding categories include public services, housing programs and public improvements, and planning and administrative costs. Public Services are capped at 15 percent of the annual CDBG grant allocation. A total of ten agencies submitted twelve applications requesting funding under the Public Services category, totaling \$172,960 in requests. Based on

funding estimates, staff projects \$88,500 will be available in this funding category for the upcoming year. The point ranking system that accounted for experience, effectiveness, readiness, performance, collaboration, sustainability, program compliance, and local need was used by reviewers and resulted in the seven recommended applications. The same review and ranking system was completed on the Public Facilities and Affordable Housing applications, resulting in the attached funding recommendations. Given the reduction in public services and administration funding this year, staff is not recommending assistance to City programming that can be assisted in other ways and staff is not recommending use of its local administration funding for anything outside of staffing for the program.

As stated previously, all funding recommendations are subject to final federal actions on CDBG program funding overall. Should the allocation be lower than or greater than staff's projection of \$590,000, staff is recommending the following funding policy be used for the final award to applications being recommended for assistance:

1. Public Services: any funding for this category shall comply with the federal 15% cap, and all of the seven awarded applications will be funded with no fewer than \$5,000 and no greater than their originally requested amount, with the actual award being increased or decreased proportionally based on the City Council's action on May 10, 2017.
2. Public Facilities and Affordable Housing: all of the five funded applications will be funded no fewer than \$20,000 and no greater than their originally requested amount, with the actual award being increased or decreased proportionally based on the City Council's action May 10, 2017.
3. Administration: any funding for this category shall comply with the federal 20% cap.

Staff anticipates final allocation information soon and is planning for a standard program year, starting in July 2017 and ending in June 2018.

FISCAL IMPACT

In the context of this item, no General Funds will be used to fund these recommended activities or projects for funding under the Community Development Block Grant (CDBG) Program. The City typically receives an annual CDBG grant allocation from the U.S. Department of Housing & Urban Development (HUD) by this date, but due to delayed federal budgetary discussions, all cities are still awaiting notification of award. Staff is projecting an award of \$590,000 based on recent award years, but all funding recommendations are subject to federal award of the CDBG funding.

The Housing Division's Housing Analyst position that was assigned to this program recently became vacant. Due to this current uncertainty of funding, staff will be returning to the City Council with a request to use CDBG Program funds for hire of a consultant in the staffing of this program until additional information can be gained on its future funding stability. This item will be brought to the City Council at an upcoming meeting.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending.

The 2017 Annual Action Plan will likely create and extend existing jobs, through construction

projects and staffing of social services programs. In addition to these direct job benefits, staff used the information above to calculate the projected indirect benefits that are likely to result from expending an estimated \$590,000 of CDBG funding into the local economy and staff anticipates that if this program is funded, it will contribute 6.4 job years locally.

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)). The 2017 Annual Action Plan for the CDBG Program does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Due to this program being federally funded, the individual environmental reviews, as required by the National Environmental Protection Act (NEPA) will be completed for each program and project that is funded.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-157

2017 CDBG Action Plan

2017 Program Year CDBG Funding Recommendations

RESOLUTION NO. 17-157

ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017 ANNUAL ACTION PLAN AND THE 2017 FUNDING RECOMMENDATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2017 APPLICATION FOR FEDERAL ASSISTANCE AND CERTIFICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE OPERATING AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville has been allocated \$590,000 in Community Development Block Grant (CDBG) funds for the 2017 Program Year; and

WHEREAS, the Council conducted a public hearing on May 10, 2017 to receive public comments regarding the City's 2017 Annual Action Plan; and

WHEREAS, the Council has reviewed and hereby agrees to comply with all Certifications executed in connection with said Action Plan; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2017 Annual Action Plan and 2017 Funding Recommendations are hereby adopted; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute in the name of the City of Roseville the Application for Federal Assistance and Certifications, the standard Operating Agreements, and all other related documents required by the Department of Housing and Urban Development (HUD) for participation in the CDBG program.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____ 2017 by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK



City of Roseville 2017 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2017 Annual Action Plan constitutes the third year of the Five-year Consolidated Planning period. The City of Roseville has not received a 2017 Program Year (PY) Community Development Block Grant (CDBG) funding allocation; however, the City estimates it will receive \$590,000. The City will utilize CDBG funds, as well as other Federal, State and local resources, including Section 8 Housing Choice Voucher Rental Assistance Contracts, State Administered HOME funds, and local developer contributions, to address housing and community development priority needs identified in the Consolidated Plan. The Action Plan identifies a variety of activities, including public services, public facility improvements, removal of architectural barriers, and affordable housing that the City proposes to undertake during the Program Year in order to meet underserved needs identified in the Consolidated Plan. In addition, the Action Plan discusses the actions the City will take to address: lead-based paint hazards; barriers to affordable housing; needs of households at or below the poverty level; and Fair Housing challenges.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City will allocate investment of resources on a City-wide basis for Affordable Housing Programs, such as the Section 8 Housing Choice Voucher and First Time Homebuyer Programs. In addition, rental and purchase units provided under the City's 10% Affordable Housing Goal will be offered on a City-wide basis. Activities, such as the Housing Rehabilitation (including exterior paint and lead-based paint hazard

reduction activities) and Handyperson Programs will be offered city-wide.

Infrastructure improvements will be undertaken in older, lower income areas. Activities identified under the public service category and targeted to special needs populations will be offered on a city-wide basis and/or where resources can be coordinated with existing facilities or services.

The City will allocate resources to activities/programs proposed for the 2017 Program Year that are identified as a "high" priority and consistent with the strategies identified in the Consolidated Plan.

Lack of sufficient funding continues to be the greatest obstacle in meeting identified underserved needs. During the next year, the City will continue to apply for funding and/or support applications by service providers to expand affordable housing opportunities, as well as homeless assistance and supportive services, consistent with the Consolidated Plan.

Affordable Housing—The Roseville Housing Authority will apply for additional Section 8 Housing Choice Vouchers, if made available, to increase the number of extremely low and very low-income households receiving rental assistance. The City will also continue to implement the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low, and middle (100% AMI) income households; support private development of affordable housing using Low Income Housing Tax Credits, Tax Exempt Bond financing and HUD 202 financing; apply for HOME (state) funds in order to continue to expand the City's First Time Homebuyer and Housing Rehabilitation Programs for low-income households.

Homeless--The City will continue its efforts to meet the underserved needs of the homeless population through participation in a county-wide Continuum of Care process.

Supportive Services--The City will continue its support of applications by public and private social service agencies to expand support services to help meet underserved needs. The City will provide CDBG funding for a variety of public services in Roseville.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the 2016 Program Year (PY), the City expended CDBG funds on eligible activities that primarily benefited low and moderate income persons. The City implemented programs to achieve its goals, as specified in the Consolidated and Annual Action Plans, by using CDBG funds for affordable housing and public services and focusing on the needs of the most vulnerable populations, which included seniors, persons with physical and mental disability, and individuals and families who are homeless or at-risk of being homeless. The City was able to make progress on its goals for creating affordable housing with the construction start of 56 affordable housing units in the 623 Vernon Street by Mercy Housing and

significant progress was made towards the improvement of the City's housing stock as a result of housing units assisted through the Housing Rehabilitation, Exterior Paint, and Lead-Based Paint Hazard Reduction Programs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Roseville's Housing Division is the lead agency responsible for the development of the Consolidated Plan and Annual Action Plan. The Housing Division is also the primary agency responsible for the administration and management of programs and projects covered by the Consolidated Plan and identified in the Annual Action Plan (Plan).

Throughout the preparation of the Annual Action Plan, City staff sought input and collected data for the Plan from interested citizens, housing providers, service providers, local agencies and non-profit organizations. The City encouraged others to participate in the development of the Plan via public notice and invitations to a public meeting to more than forty regional and local services agencies, non-profit organizations, city staff, and interested individuals.

Public meetings were held in January 2017 and May 2017. For those unable to attend the public meetings the invitation encouraged written comments to be submitted.

The January 2017 meeting began the Action Plan process; the purpose of the Plan was discussed during this meeting, as well as local critical needs. Those attending the meeting were encouraged to identify and weigh in on community needs and proposed strategies for meetings those needs. The May 2017 meeting provided a second opportunity for the community to provide input, as well as an opportunity to discuss specific proposed programs and activities for the Plan.

Applications for funding requests for the 2017 Program Year were made available via ZoomGrants in January. A total of six (6) service providers and non-profit organizations attended the January 2017 CDBG workshop. Those in attendance included: Meals on Wheels, Seniors First, St. Vincent de Paul of Roseville, Stand Up Placer, The Gathering Inn, and What Would Jesus Do.

After conclusion of the 30-day comment period, a public hearing was held before the City Council on May 10, 2017 to solicit additional public comment regarding the Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Citizen participation and comments have been solicited through the use of public notices in the local newspapers, including both English and Spanish publication, direct notification via email to local non-profit collaborations on listserv groups, and electronic mailings to services agencies, service providers, neighborhood groups and other interested parties. Notice of the draft Annual Action Plan for the 2017 Program Year was also posted at city offices and made available on the city's website at www.roseville.ca.us/housing under the Community Development Block Grant Program tab.

Public meetings and hearings have been held in accordance with the City's Citizen Participation Plan to provide an opportunity for community input into which services, projects, or activities the City will undertake with Community Development Block Grant funds. The Roseville City Council reviews, conducts a public hearing and approves the Annual Action Plan prior to submission to the Department of Housing and Urban Development.

The City followed the requirements for citizen participation as outlined in the City of Roseville Citizen Participation Plan and as detailed above.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City considers and reviews all comments received during the public participation process.

7. Summary

At the Critical Needs discussion in January 2017, staff received the following comments from meeting attendees in regards to existing priorities/ critical needs listed in the City's Consolidated Plan:

- Affordable Housing was identified as an ongoing need of the community, as is consistent with the housing demand throughout the county and the state. Attendees noted a high need, tight housing market, and challenges in development, and also acknowledged the City's active work in this area.
- Special Needs Housing was commented on as another critical need with attendees noting the need for corresponding supportive services in housing, including: mental health services, wrap around case management services, transportation, and accessibility. It was commented that supportive services do assist residents in maintaining housing and encourage self-sufficiency. Attendees also noted the need to avoid duplication of services.
- Public Facilities & Improvements were noted as a useful tool in the reduction of blight in our community.
- Economic Development was identified as a means for creating meaningful opportunities for employment that could offer a living wage for individuals.

Comments were also received during the public hearing before the City Council on May 10, 2017. These comments included: *(to be completed after the public hearing)*.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		ROSEVILLE	Economic Development Department - Housing Division

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Danielle Foster

Housing Manager

916-774-5446

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City of Roseville is focused on the coordination between public and assisted housing providers, public health agencies, mental health and other service providers. In addition to being an active voting member of the local Continuum of Care (Homeless Resource Council of the Sierras), the City and its Housing Authority (Roseville Housing Authority) stay engaged with local Housing Authorities and public agency staff on policy shifts, new programming, and regional efforts, and accesses their expertise and input in local funding review processes and awards, including the review of CDBG funding applications.

The City of Roseville is very supportive of the use of HMIS as an informational management system, as well as outcome-based reporting that will inform funding awards and better identifying successful programming within the community. The City is further coordinating local collaboration through a monthly service provider meeting and is requiring improved coordination and statistical data collection as part of other local funding sources.

The City supports and collaborates with federal agencies, county staff, and local service providers to reduce and prevent homelessness locally, including emergency shelter, food, clothing, and even basic medical needs. In addition, the City has been active in advocating with agencies at the federal level on this issue and in securing additional funding on this front for homeless veterans. The City's financial support and collaboration with homeless programs, food programs, mental health programs, children and youth programs through local awards of the federal Community Development Block Grant funds, as well as home-buying and rehab programs, and community-benefit organizations. Additionally, the City has a Red Cross-approved Severe Weather Plan in place to provide cooling centers or warming centers in times of need. This year, the City was also happy

to commence use of Homeless Prevention and Rapid Rehousing funding locally through former redevelopment agency funding available for this purpose, in match with \$250,000 from Sutter Health's Getting to Zero Campaign on homelessness. Through this new grant program, the City was able to award \$500,000 to local service providers offering services to prevent and end homelessness, as well as additional support for some other existing services. Lastly, the City provided \$5,760,000 towards the construction of affordable housing units by Mercy Housing at 623 Vernon Street, commencing construction in late November 2016, which will provide 56 affordable apartments, including extremely low and very low income units that can assist households who are homeless or at-risk of homelessness due to housing instability.

All totaled, the City administers or contributes financially over \$6 million in resources annually to provide affordable housing, assist in the prevention of homelessness, and fund services to those in need. With the current year's affordable housing project, the City's contribution is over \$11 million in total.

During FY 2016-17, the City has been participating regularly in countywide and regional meetings on how to address homelessness, including the local continuum of care and county-hosted meetings, as well as Sutter Health's regional collaborative on this issue. The City completed an assessment on the local homeless population in an effort to better understand needs within Roseville's homeless population and the City actively volunteered and contributed to the 2017 Point in Time Count to count and measure local homeless individuals' characteristics and needs. This information is informing the City's introduction of the Homeless Prevention and Rapid Rehousing funding locally that will be awarded going forward based on measureable outcomes and resulting data. Local shifts in the City's response to homelessness have included:

The introduction of a Social Services Unit (SSU) at the Police Department that partners with Housing staff and makes services referrals in an effort to connect homeless individuals and families to assistance.

The creation of a Roseville Housing Services team that includes SSU staff, Housing staff, and local service providers, who meet monthly in order to further collaboration and communication amongst providers and local referring agencies.

Active participation and successful grant funding support from Sutter Health's regional Getting to Zero campaign to end homelessness.

Infusion of the City's Homeless Prevention and Rapid Rehousing funds and matching Sutter Health funds, totaling \$500,000, into the local community for activities that prevent and reduce homelessness, thereby reducing more costly demands in the community on emergency shelter, emergency rooms, and public safety response.

The City's ongoing and expanded efforts in response to homelessness are actively being measured and will be further assessed as part of funding awards next year, but at present, the City is engaged and acknowledged as an active partner responding to this need.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

The City collaborates with local government, private, and public partners, as detailed above. In the drafting of the Plan, the City consulted all of the groups above and notified them of the following opportunities for input:

- Community Needs Discussion Meeting
- Draft Plan Availability and Comment Period
- City Council Hearing Date

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not exclude any agencies.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional “Getting to Zero” Campaign	Sutter Health Foundation	The City’s Strategic Plan furthers Sutter’s goal of getting to functional zero regarding the issue of homelessness through the production of housing and the provision of other services.
Ten Year Plan to End Homelessness in Placer County	Placer Consortium on Homelessness (PCOH)	The City’s Strategic Plan supports the goals of the plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City receives calls throughout the year and makes note of needed projects. The City also attends stakeholder meetings to hear and make note of the needs of the community. Finally, the City holds a community meeting, a public hearing, and publishes a public notice in the local English paper and the local Spanish paper.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	Six individuals, representing a range of local needs attended the public meeting on critical needs.	Attendees discussed local critical needs, as noted in the public participation section of the plan.	No comments were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	The Tribune and El Hispano are circulated widely in the community	No comments were received specifically as a result of this outreach	Not applicable	
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	The internet is available to anyone in the community with internet access and access can be gained at local public kiosks	No comments were received specifically as a result of this outreach	Not applicable	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	590,000	0	0	590,000	0	The City will use its CDBG allocation to fund public services, public facilities, and affordable housing projects to further the goals of its Consolidated Plan.
HUD-VASH	public - federal	Housing	200,000	0	0	200,000	26	To be used in the administration of 26 vouchers.
Section 8	public - federal	Housing	4,000,000	0	0	4,000,000	0	To be used in the administration of 637 vouchers

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other-HOME	public - federal	Housing	1,000,000	0	0	1,000,000	0	To be used as first-time homebuyer and owner-occupied rehabilitation assistance.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds are often coupled with local funds, allowing projects to compete for additional funding provided by county mental health, federal tax credits, bonds, and state financing programs. An investment by the City makes projects more competitive in outside funding competitions. All sources and types of funds are more limited now due to the current economic climate, along with the dissolution of statewide redevelopment tax-increment housing set-aside funds about five years ago. However, as in the past, the City will be as creative as possible to find other sources of funding from local, state, federal, and private sources in order to develop and deliver efficient and cost-effective projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City owns two parcels in the Historic Old Town, including property that St. Anton is working on for the provision of affordable housing units, and a piece of land that is located in the Historic District at the corner of Washington Boulevard and Main Street that has been designated for affordable housing also. Currently, the City is working with Meta Housing, Inc., affordable housing developer, to build a permanent affordable housing project - Main Street Plaza Apartments at this second site. It's slated to develop 85 affordable housing units.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Production of Affordable Housing Rental Housing	2015	2019	Affordable Housing Public Housing Non-Homeless Special Needs		Affordable Housing Homelessness	Redevelopment and local housing funds: \$5,760,000	Rental housing unit construction at 623 Vernon Street: 56 Rental Housing Units
2	Preservation of Affordable Housing	2015	2019	Affordable Housing			CDBG: \$50,000	Homeowner Housing Rehabilitated: 25 Household Housing Units
3	Housing and Services to Special Needs Populations	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development			CDBG: \$88,500	Public service activities for Low/Moderate Income Housing Benefit: 1600 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facilities and Improvements	2015	2019	Non-Housing Community Development			CDBG: \$123,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
5	Lead Based Paint	2015	2019	Affordable Housing			CDBG: \$0	This is being incorporated into the rehabilitation program overall.
6	Handyperson Program	2015	2019	Affordable Housing			CDBG: \$50,000	Homeowner Housing Rehabilitated: 100 Household Housing Unit
7	Planning and Administration	2015	2019	Admin Staff			CDBG: \$118,000	Other: 3 Other
8	Exterior Paint	2015	2019	Affordable Housing			CDBG: \$0	This is being incorporated into the rehabilitation program overall.
9	Homeless Assistance Homeless Voucher Program	2015	2019	Homeless Non-Homeless Special Needs			HUD-VASH: \$1,000,000 Redevelopment Homeless Prevention and Rapid Rehousing: \$500,000	Homelessness Prevention: 26 Households Assisted Homeless Prevention and Rapid Rehousing Services
10	Rental Assistance	2015	2019	Affordable Housing Non-Homeless Special Needs			Section 8: \$4,000,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 655 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Affordable Purchase Assistance	2015	2019	Affordable Housing			CDBG: \$0 HOME: \$700,000	Direct Financial Assistance to Homebuyers: 12 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Production of Affordable Housing Rental Housing
	Goal Description	Implementation of the City's goal of 10% affordable housing rental. Main Street Plaza Apartments will be a permanent affordable housing project that will consists of up to 80 rental units form extremely low to low income households and will include a mix of one, two and three bedroom units, up to 4,000 square feet of retail space and associated parking spaces. The project will provide permanent supportive housing units and on-site supportive services with a portion of the units for veterans and disabled individuals.
2	Goal Name	Preservation of Affordable Housing
	Goal Description	The City will assist eligible low income homeowners in the rehabilitation of their home in need of health and safety repairs. The Owner-Occupied Rehabilitation program will also include funding for Lead Based Paint Hazard Control and will allow for exterior repainting, incorporating the current City of Roseville's Beautify My Neighborhood Paint Program.
3	Goal Name	Housing and Services to Special Needs Populations
	Goal Description	Provide housing and services for programs/services for low income residents
4	Goal Name	Public Facilities and Improvements
	Goal Description	Funding for Public Facilities and Improvements in qualified low-income census tracts.

5	Goal Name	Lead Based Paint
	Goal Description	This program is combined with the City of Roseville's Owner Occupied Rehabilitation program.
6	Goal Name	Handyperson Program
	Goal Description	Handyperson Program offered to address minor health and safety repairs to low-income senior and disabled homeowners
7	Goal Name	Planning and Administration
	Goal Description	Overall management, administration and oversight of CDBG funds for all programs/projects
8	Goal Name	Exterior Paint
	Goal Description	This program will combined with the City of Roseville's Owner Occupied Rehabilitation Program.
9	Goal Name	Homeless Assistance Homeless Voucher Program
	Goal Description	Homeless prevention assistance to low-income residents to prevent them from becoming homeless.
10	Goal Name	Rental Assistance
	Goal Description	Provide rental assistance through the Housing Choice Voucher Section 8 Rental Assistance Program
11	Goal Name	Affordable Purchase Assistance
	Goal Description	First Time Home Buyer Down Payment Assistance

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City estimates that more than 5,500 individuals and households will be served by the programs and projects outlined in the goals above. The homeless prevention and rapid rehousing program is newly introduced, so results of this program will account for variance from this estimate. While the City did not have direct goals around blight removal within the current Consolidated Plan, the project at 124 Main Street- Main Street Plaza Apartments blight removal and business relocation contributes to program goals of community development and improvement.

AP-35 Projects – 91.220(d)

Introduction

As discussed in the previous section, AP-20, the City has identified several goals to address housing and community development needs between Fiscal Years 2015 and 2019. On an annual basis, the City will try to achieve as many of these goals as feasible. Below are the proposed Fiscal Year 2017-2018 projects (also known as programs or activities).

#	Project Name
1	AMIH - Housing Supportive Services 2017
2	Kids First - Family Mental Wellness 2017
3	Meals on Wheels by ACC - Senior Nutrition Services 2017
4	Saint Vincent de Paul Society, Roseville Area Conference, Inc. - BAGS Program 2017
5	Stand Up Placer, Inc. - Roseville Victims Services Programs 2017
6	The Gathering Inn - Emergency Overnight Homeless Shelter 2017
7	The Gathering Inn - Mental Health Clinician 2017
8	Main Street Plaza Apartments - 2017 Relocation
9	City of Roseville - David R. Johnson Memorial Pool - 2017 Rehabilitation
10	City of Roseville - Owner Occupied Rehabilitation Program 2017
11	Senior's First, Inc. - Handy Person Program 2017
12	The Gathering Inn - Capital Improvements 2017
13	Program Administration – 2017

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations are more likely to become homeless because they are on limited incomes and have other issues that require housing and supportive services; therefore, the City considers supportive services and housing as a high priority. Supportive services are also considered a high priority in the Continuum of Care and are consistent with the 10-Year Homelessness Action Plan in Placer County. The City anticipates that the greatest obstacle to meeting the underserved needs of special needs populations will be a lack of financial resources for both supportive services and housing. The greatest need reported by all services providers was affordable housing. If federal cutbacks to the Section 8 Housing Choice Voucher (HCV) Program and other housing programs come to fruition, those cuts will impact the City's ability to provide affordable housing to extremely low- and very low-income households. In addition, opportunities to apply for new HCV allocations that can served these incomes are very limited and the majority of special needs populations fall within these income levels.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	AMIH - Housing Supportive Services 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations Homeless Assistance Homeless Voucher Program Rental Assistance
	Needs Addressed	Affordable Housing Homelessness
	Funding	CDBG: \$13,340
	Description	AMIH provides transitional and permanent housing for Placer County residents diagnosed with a mental illness. This staffing provides supportive services to the residents of transitional and permanent housing in Roseville.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	25 low-income individuals with mental illness
	Location Description	AMIH housing in Roseville
	Planned Activities	Funding for case management and short-term rental and utility assistance to mentally ill, low-income Roseville residents.

2	Project Name	Kids First - Family Mental Wellness 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations
	Needs Addressed	Affordable Housing Homelessness
	Funding	CDBG: \$13,340
	Description	KidsFirst will provide evidence-based therapeutic intervention and comprehensive case management services targeted to low-income Roseville children, adults, and families in either family, couples, or individual therapy.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	10 unduplicated low-income clients (parents, families, and children) with CDBG funding and 830 unduplicated clients served yearly.
	Location Description	Roseville Citywide
	Planned Activities	Fourteen weeks of therapy for ten individuals.
3	Project Name	Meals on Wheels by ACC - Senior Nutrition Services 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$8,460
	Description	Meals on Wheels will provide frail and homebound seniors with lunches. This funding will impact the number of meals and seniors the program can serve in the City of Roseville.
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	17,500 meals to 160 low-income frail and homebound seniors
	Location Description	Roseville Citywide
	Planned Activities	Delivering prepared meals to frail and homebound seniors
4	Project Name	Saint Vincent de Paul Society, Roseville Area Conference, Inc. - BAGS Program 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations
	Needs Addressed	Homelessness
	Funding	CDBG: \$13,340
	Description	The BAGS program serves low-income elderly and disabled adults in Roseville. The goals of the BAGS project are to increase food security, to prevent hunger, and through collaboration with other community social services programs, to allow frail elderly and handicapped adults to continue to live independently.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	75 low-income elderly and disabled adults
	Location Description	Roseville Citywide
	Planned Activities	Delivery of groceries to clients for the preparation of nine nutritious meals each month, adjusted for dietary needs.
5	Project Name	Stand Up Placer, Inc. - Roseville Victims Services Programs 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations

	Needs Addressed	Homelessness
	Funding	CDBG: \$13,340
	Description	The goal of this program are: to assess victims' immediate safety and shelter needs and help them to plan their next steps, to provide legal and victim advocacy in-person to victims, and to provide victims and their minor children with clinical therapy to help process their trauma.
	Target Date	6/30/0018
	Estimate the number and type of families that will benefit from the proposed activities	100 low-income individuals (adults and children) who have experienced domestic violence, sexual assault, and/or human trafficking
	Location Description	Roseville Citywide
	Planned Activities	Crisis intervention, safety planning, clinical therapy, legal advocacy, victim and social services advocacy, court accompaniment, assistance with restraining orders, and referral to safe houses and other partner agencies, as needed.
6	Project Name	The Gathering Inn - Emergency Overnight Homeless Shelter 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations
	Needs Addressed	Homelessness
	Funding	CDBG: \$13,340
	Description	The shelter supports emergency overnight shelter serving Roseville's homeless population. The shelter provides on-site services 365 days a year to address the needs of the homeless guests that have been barriers to good health, employment and stable permanent housing. These services include basic needs such as showers, clean clothing, hot meals, and overnight shelter, as well as expanded services including medical and dental care, case management, substance abuse programs, Life Skills classes and mental health services.

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	475 low-income men, women and children experiencing homelessness
	Location Description	Roseville Citywide
	Planned Activities	Onsite services at The Gathering Inn during the day and emergency overnight shelter through a rotating program with local faith-based organizations.
7	Project Name	The Gathering Inn - Mental Health Clinician 2017
	Target Area	None
	Goals Supported	Housing and Services to Special Needs Populations
	Needs Addressed	Homelessness
	Funding	CDBG: \$13,340
	Description	This program will provide an on-site part-time Mental Health Clinician position at The Gathering Inn through this funding and a partnership with Kaiser Hospital to provide opportunity for the clinician to work one day per week with guests of The Gathering Inn.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	475 low-income men, women, and children experiencing homelessness
	Location Description	Roseville Citywide
	Planned Activities	Clinician individual appointments, including mental health assessments, diagnosis and issuing prescriptions
8	Project Name	Main Street Plaza Apartments - 2017 Blight Removal and Business Relocation
	Target Area	Historic Old Town

	Goals Supported	Public Facilities and Improvements (Blight Removal) Production of Affordable Housing Rental Housing
	Needs Addressed	Affordable Housing Housing and Services to Special Needs Populations Homelessness
	Funding	CDBG: \$160,000
	Description	After removal of the Old Roseville Hotel building at 130-138 Main Street, this funding will assist with relocation of one business that remains in this building. The building has an open code enforcement file with the City and has regular calls for service to local dispatch. Once the building is demolished and the business is relocated, the vacant parcel will be developed with the neighboring affordable housing site in the production of 75 affordable housing units.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	1 business relocation Subsequent construction of affordable housing units will assist 75 households, including low, very-low and extremely low income men, women, and children, with units set-aside for veterans and individuals with mental illness
	Location Description	Project site is currently 130-140 Main Street and 300 Washington Blvd, which will be 134 Main Street once construction of new project is complete.
	Planned Activities	Relocation of the Fast Freddie's Pizzeria business as part of the building demolition
9	Project Name	City of Roseville - David R. Johnson Memorial Pool - 2017 Rehabilitation Work
	Target Area	Thieles Neighborhood, Block Group 2, Census Tract 209.01, Placer County California
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Non-Housing Community Development

	Funding	CDBG: \$100,000
	Description	Johnson Pool is an older facility, built in the 1960s, and serves a predominately low-income neighborhood. With this funding, accessibility, health and safety items will be addressed, as identified in the recent accessibility and facility assessment of the pool.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 600 low income men, women, and children will benefit from this project
	Location Description	100 D Street
	Planned Activities	Completion of accessibility, health and safety items in the rehabilitation of Johnson Pool.
10	Project Name	City of Roseville - Owner Occupied Rehabilitation Program 2017
	Target Area	None
	Goals Supported	Preservation of Affordable Housing
	Needs Addressed	Affordable Housing Homelessness
	Funding	CDBG: \$50,000
	Description	Provide 0% deferred loans and grants to qualified low-income homeowners for health and safety repairs, lead-based paint and asbestos abatement, code enforcement, and ADA modifications to their homes.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	20 low-income households
	Location Description	Roseville Citywide

	Planned Activities	Assessment of housing unit and items to be address under health and safety, building code, lead-based paint, asbestos, accessibility, and other household needs. Determination of level of assistance and completion of work.
11	Project Name	Senior's First, Inc. - Handy Person Program 2017
	Target Area	None
	Goals Supported	Handyperson Program
	Needs Addressed	Affordable Housing Homelessness
	Funding	CDBG: \$50,000
	Description	Funding to assist qualified low-income senior and disabled homeowners with minor health and safety repairs to their homes.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	116 low-income clients
	Location Description	Roseville Citywide
12	Planned Activities	Provide grants to low-income senior and disabled homeowners with minor health and safety home repairs.
	Project Name	The Gathering Inn - Capital Improvements 2017
	Target Area	Roseville Heights
	Goals Supported	Public Facilities and Improvements Homelessness
	Needs Addressed	Affordable Housing Homelessness

	Funding	\$23,500
	Description	Replacement of HVAC units at The Gathering Inn's resource center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	475 low-income men, women and children who access services at The Gathering Inn's resource center
	Location Description	The Gathering Inn's resource center at 201 Berkeley Avenue
	Planned Activities	Removal and replacement of HVAC units at The Gathering Inn's resource center.
13	Project Name	CDBG Program Administration – 2017
	Target Area	None
	Goals Supported	Planning & Administration
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$118,000
	Description	Planning, management and administration of CDBG and HOME (State Administered) funding programs and projects.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Roseville Citywide
	Planned Activities	General management, oversight, and administration of CDBG, HOME (State Administered) projects and programs.

DRAFT

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HUD permits an exception to the Low-Mod Income (LMI) area benefit requirement that an area contain 51% LMI residents. This exception applies to entitlement communities that have few, if any, areas within their jurisdiction that have 51% or more LMI residents. This exception is referred to as the “exception criteria” or the “upper quartile.” Based on the 2010 Census data collected by HUD, the City’s “upper quartile” is 41.36%, as no census tracts in the City contain 51% or more LMI. The City of Roseville will use this exception criterion in determining where to direct funding in order to address LMI needs in the community. The City of Roseville is considered by HUD and "exception grantee" City.

Geographic Distribution

Target Area	Percentage of Funds
None	

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As stated above, since the City has been identified by HUD as an “exception grantee,” the City will allocate funds necessary to address its priorities based on the “upper quartile” census tracts.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables in this section provide estimates on the number of homeless, non-homeless, and special needs households to be provided affordable housing during the program year and the number of affordable units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

One Year Goals for the Number of Households to be Supported	
Homeless	26
Non-Homeless	125
Special-Needs	25
Total	177

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	637
The Production of New Units	56
Rehab of Existing Units	25
Acquisition of Existing Units	0
Total	718

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

One of the goals identified in the Plan and the Action Plan is to increase the supply of affordable rental housing for the city's lowest-income households. In order to achieve this goal, the City will do the following:

- The City will continue to implement its 10% Affordable Housing Goal to assist with reducing the cost associated with affordable housing production. The City's Specific Plan process includes the objective of satisfying the affordable housing goal by providing specific parcels in each Specific Plan Area (SPA) with affordable housing obligations. The cost of parcels with affordable housing obligations is below market rate, and additional savings can be achieved by reducing or removing Mello-Roos bonds.
- The City will continue to review its fee system and work towards graduated fees as a means of reducing costs of housing development.
- The City will continue to review and modify Subdivision Improvement Standards on an annual

basis to ensure properly developed and updated standards to help reduce costs associated with development while balancing basic environmental, health, safety, and welfare needs.

- The City will continue to educate its citizens regarding the necessity of providing affordable housing to support job growth. The City will continue to monitor any community opposition to affordable housing projects in an effort to remove negative perceptions. Education efforts will include presentations at City meetings, various service organizations, and community groups, as well as preparation of articles for the local newspaper, City newsletters, and posted on the City's website.
- The City will continue to encourage developers to meet with interested parties before the public meetings regarding affordable housing development are scheduled. Initiating public participation early in the planning process will allow interested parties to have their questions and concerns addressed and avoid unnecessary and costly delays.
- The City has adopted a policy that allows for deferred payment of the Community Benefit Fee for affordable housing unit production as a means of relieving cost pressures on developers during the construction phase of a project.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or operate public housing units. The Roseville Housing Authority (RHA) administers 663 Housing Choice Vouchers, which include 26 HUD-VASH (Veterans Affairs Supportive Housing) and approximately 125 vouchers used in the City of Rocklin. The RHA currently has a waiting list and anticipates opening the waiting list during Program Year 2017.

While the City does not provide public housing units, the units created with the funds allocated to affordable housing often include social services that are coordinated with organizations providing services throughout Placer County.

Actions planned during the next year to address the needs to public housing

The Roseville Housing Authority provides homeownership resources to participants in the Housing Choice Voucher Program and more widely to families in low-income areas in cooperation with the City's resources. The Family Self-Sufficiency (FSS) Program has established partnerships with a variety of community resources to refer participants for services including pre- and post-secondary education, health care, child care, employment development, supported employment, and small business development including micro-loans. The FSS program also encourages families to participate in financial wellness programs including financial literacy and credit repair with an emphasis on long-term financial stability for the purposes of homeownership.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City does not own or operate any public housing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Roseville Housing Authority has been designated as a high performer for the last twelve years.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As discussed in the Plan, the City participates in the Homeless Resource Council of the Sierras (HRCS) [Nevada-Placer Continuum of Care, N-P CoC]] and the Placer Consortium on Homelessness (PCOH) to develop and implement the 10-Year Homeless Action Plan. The CoC's 10-Year Homeless Action Plan and its annual submissions to HUD reflect the demographics, needs and available shelter, housing, and services in order to provide a cohesive homeless services system throughout the county. The goals and strategies outlined below are those of the entire region rather than for the City alone and are based on the five-year goals discussed in greater detail in the Plan (SP-60 Homelessness Strategy). Homeless and other special needs activities to be undertaken directly by the City are noted in the discussion section below.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

- Develop and operate coordinated entry for all households who are entering the homeless system or are at risk for homelessness.
- Reach out to homeless households (especially unsheltered persons) and assess their individual needs with coordinated entry and a common assessment tool; collect information to determine the underlying issues and risk factors and develop a plan to address those issues.
- Reduce recidivism through system-wide implementation of evidenced-based practices known to effectively address trauma.
- Address the emergency shelter needs of people living outside through increased street outreach and assessment of their health needs.
- Significantly expand homeless prevention and rapid re-housing services to end homelessness as quickly as possible.
- Shift the entire homeless system of care to a “housing first” or low-barrier housing approach as the most cost-effective and direct route to reducing homelessness.
- Help low-income households who are being discharged from publicly-funded systems of care to avoid becoming homeless.

Additional information regarding City efforts in addressing homelessness was provided in an above section.

Addressing the emergency shelter and transitional housing needs of homeless persons

Short-term strategies include but are not limited to the following:

- Expanding street outreach efforts to prioritize the needs of persons living outside, especially those whose health is compromised.
- Sustaining existing emergency shelter inventory and helping those in shelter exit to permanent housing through rental assistance and case management addressing specific barriers to obtaining and retaining housing.
- Expanding economic opportunities to help participants achieve long-term housing stability by coordinating services with local employment training agencies and banks to offer budgeting and financial literacy workshops.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Emergency Solutions Grants and CoC interim regulations encourage providing homeless households with housing quickly, and only availing supportive services that are of greatest need to support stable housing. Other needs the household may have should be addressed through existing mainstream resources available in the community. This reflects a new emphasis on both homelessness prevention and rapid re-housing. The CoC's Performance Measurement and Goals, including national benchmarks, achievements, and annual and five-year goals, are discussed in greater detail in SP-60.

The performance measures are listed below.

- Shorten the average length of stay in emergency shelters and transitional housing for households exiting to permanent housing.
- Increase the percentage of households exiting emergency shelters and transitional housing to permanent housing.
- Reduce the number of households re-entering the homeless system after exiting to permanent housing.
- Increase the percentage of permanent supportive housing participants achieving housing stability.
- Increase the percentage of participants exiting with employment income.
- Increase the percentage of participants who exit with income from sources other than employment.
- Increase the percentage of participants exiting with non-cash mainstream benefits.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Foster Care

In the region, Nevada County and Placer County and their Offices of Education are the primary agencies responsible for foster youth services. They are active CoC members and have taken the lead in developing, implementing, and improving transition planning for foster youth. Their efforts have included creating Special Multi-Agency Resource Teams to develop system advocacy and address the needs of individual youth; providing foster youth services to ensure youth have the education, skills, and opportunity to obtain further education and employment; providing referrals to the independent living skills programs; and referring to transition-age youth mental health programs to assist those moving from the children's system of care to adult services. Exiting youth routinely go to market rate housing (typically shared housing with other young people), Transitional Housing Plus Placement, Sierra College dormitories, and extended foster care (allows aging out foster youth to stay in the program through age 21).

Health Care

Placer County and the Sutter and Kaiser Health systems fund an Interim Care Project (ICP) for homeless people being discharged from the Auburn or Roseville hospitals. Homeless people can recuperate in the ICP house. Case management is provided so that permanent housing can be obtained by the time the person is medically able to leave.

Wellspace and Sutter Medical provide the T3 (Triage, Transport, Treat) program to provide wrap-around community services addressing the needs of frequent users of emergency rooms. The T3 program has developed a housing program. In Nevada County, Behavioral Health hired a homeless outreach coordinator with Mental Health Services Act (MHSA) Prevention and Early Intervention funds. The coordinator works closely with hospitals and care centers to advocate for services for these clients.

Additionally, Sutter Health has introduced its Getting to Zero Campaign that is also working to address issues of homelessness within the three-county region in an effort to reduce costs to hospitals and the community overall.

Discussion

Mental Health

Both counties have a full range of housing options for persons coming from institutions. These are not funded by the HEARTH Act. Both counties have created more housing for homeless people using MHSA funds.

Both Nevada County and Placer County serve persons diagnosed with chronic and persistent mental illness who are functionally impaired due to mental illness. The CoC goes from extremely restrictive and intensive services at locked facilities and hospitals to independent living in the community. Additional care and support are provided at transition times, especially during discharge from any facility. The Adult System of Care (ASOC) Adult Reintegration Team or Turning Point staff interviews persons prior to discharge from residential institutions; steps are taken to ensure the person will have the means to support their housing upon discharge.

A forensics supervisor works with people in state hospitals to coordinate the release of mentally disordered offenders and those in the conditional release program.

Corrections

State: AB 109 shifts criminal justice responsibilities from the state prisons and parole board to local county officials and superior courts.

Local: Each county has developed its own Realignment Plan. CoC members in each county have participated in AB 109 planning and have advocated for funds to provide housing so that inmates do not become homeless upon release. They have also educated the other providers that HUD-funded housing should not be used except for those inmates who were homeless before they were incarcerated. ASOC stations a social worker in the jail to identify and assist those with mental illness during incarceration and upon release. A protocol has been developed to reduce inmates discharged into homelessness. The County Jail, California Forensic Medical Group, ASOC, Sierra Foothills AIDS Foundation (SFAF), and other providers meet quarterly to improve the protocol. There is someone on call 24/7 to take immediate action when someone is being released from the jail and needs placement in the community. SFAF can provide motel vouchers.

Probation and the Reintegration Team sponsor a monthly meeting showcasing resources for parolees.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Potential constraints to housing development in Roseville vary by area, but generally may include infrastructure, residential development fees, land use controls, development standards, development and building permit application processing times, and resource preservation.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

An analysis of some of these potential constraints is detailed in the Roseville Housing Element. Following is a summary of some potential constraints.

Development Process: To expedite project facilitation and provide internal support to project applicants, the City established the Development Advisory Committee to function as a liaison, building relationships between the City and the development community, providing input into delivery of development services, cost of services, construction standards, development impact fees, and other development service policy areas.

Fee Structure: The City will continue to review its fee system and work toward graduated fees as a means of reducing the cost of housing development. The City's Development Services Department will work with the Development Advisory Committee. The City recognizes that fees can affect the cost of construction and of affordable housing in the community.

Subdivision Improvement Standards and Zoning Ordinance: The City will review and modify its Subdivision Improvement Standards, where reasonable, to provide cost savings in the development of residential units while continuing to ensure the public health, safety, and welfare.

Affordable Housing: The City will assign priority to educating the citizens of Roseville regarding the importance of providing affordable housing to support job growth. This will be done through public education, public participation, and fair housing information.

Rental Housing: The City will analyze implementation of a Mortgage Revenue Bond Program for both owner-occupied and rental properties.

Land Costs, Construction, and Financing: Land, construction, and financing costs represent a significant constraint to residential development; developers of affordable housing face challenges in securing financing. Due to the limited possible return from rents or sales prices of affordable units, many private lenders are concerned with the financial returns for these types of projects; as a result, additional

financing and subsidy from state and federal funding sources for affordable projects are necessary, in addition to providing local assistance when available and appropriate.

Non-Governmental Constraints: Housing purchase prices, financing costs, cost of land and improvements, construction costs, property taxes, profit, and rent rates continue to be the biggest constraints to housing access for households with low and moderate incomes.

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

One of the primary obstacles to meeting underserved needs of residents is the availability of funding. Changes to tax credit scoring, the reduced value of tax credits in the current market, and the limited amount of state housing funds, coupled with the loss of Low and Moderate Income Housing funds as a result of the dissolution of statewide redevelopment agencies, have impacted the City's ability to implement its goals. While the City actively seeks additional funding opportunities and will continue to do so, its ability to address underserved needs depends largely on the availability of additional resources.

Actions planned to foster and maintain affordable housing

As stated throughout the Plan, housing is considered a high priority. Accordingly, the City prioritizes the use of any CDBG and HOME funding it receives for the development of affordable housing (including preservation and conservation) that serves low-income households and to address homelessness. The City also uses other local resources, as they are available, for the production of affordable housing or access to housing affordability through rent and ownership assistance.

Actions planned to reduce lead-based paint hazards

The State of California requires that construction activities involving lead must be performed in a manner that eliminates existing lead hazards and avoids creating new lead poisoning hazards for children and other occupants, as well as the for workers themselves. The State's website provides information on certified inspectors/assessors, project monitors, supervisors, and workers that can be used in lead-based paint abatement.

The County of Placer has implemented the Childhood Lead Poisoning Prevention program (CLPP), funded through the California Department of Public Health, which employs a team of health professionals who provide services to parents, healthcare providers, and the general public. The team comprises registered environmental specialists, public health nurses, and health educators. The CLPP program provides services in two major ways: (1) case management and source identification for lead

poisoned children; and 2) outreach and education to the community and targeted groups.

The City has addressed the issue of lead-based paint hazards by providing notices to landlords and tenants who participate in the Housing Choice Voucher Program, borrowers/occupants of the City's Owner-Occupied Housing Rehabilitation Loan Program, and homebuyers who use HOME and CDBG funds, warning them of the hazards of lead-based paint. Additionally, all units that are rehabilitated with CDBG and HOME funds are subject to lead-based paint compliance requirements. Through the creation of new affordable housing units, low-income households are able to reside in new housing units that are free of lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City hopes to reduce the number of poverty-level individuals and families by targeting CDBG, HOME, and/or other funds to projects that will provide affordable housing units and related services to foster self-sufficiency. The City does not have the resources or the capacity to increase the incomes of poverty-level persons; however, the City does act to reduce the housing costs for these individuals with the Housing Choice Voucher Program, CDBG, and City-sponsored affordable housing units, all of which serve low-income residents.

Actions planned to develop institutional structure

CDBG and HOME funds received by the City are administered by the Housing Division of the Economic Development Department, the City office and department responsible for administering affordable housing programs and Public Services.

The City has overcome gaps in its institutional structures by directing the Housing Division to provide policy guidance and administer the City's various housing programs.

The City relies on private, nonprofit organizations as well as for-profit developers to build new affordable units and to rehabilitate existing housing units. City staff will continue to work closely with these entities to ensure that as many new affordable units are produced as possible each year. The City also relies on the nonprofit service sector to provide emergency shelter, transitional and special needs housing, and services to the homeless population. The City will continue to support these organizations and their activities to the fullest extent possible.

Actions planned to enhance coordination between public and private housing and social service agencies

The City relies on private nonprofit organizations and for-profit developers to build and acquire, develop, and rehabilitate affordable units. The Roseville Housing Authority and the City will continue to work closely with these entities to ensure that each year as many new affordable units are produced as

possible.

The City also relies on the nonprofit service sector to provide emergency shelter and transitional and special needs housing and services. The City will continue to support these organizations and their activities.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

The City has six goals to address housing and community development needs for Program Year 2017:

- Increase supply of affordable rental housing for the City's lowest income households.
- Preserve existing affordable housing stock.
- Provide housing and services to special needs populations.
- Increase access to homeownership opportunities for City residents.
- Provide funding for public facilities and improvements.
- Removal of blight.

See discussion for additional narrative to CDBG responses below.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
---	---

The City has not identified any urgent needs as part of this Action Plan.

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

100%

DRAFT



2017-2018 CDBG APPLICATIONS
REVIEW PANEL AND STAFF FUNDING RECOMMENDATIONS*

CDBG PROGRAM

Organization	FY 2017-18 Application Request	Review Panel & Staff Recommendation
Public Services		
Advocates for Mentally Ill Housing, Inc. - Housing Supportive Services	\$ 15,000	\$ 13,340
Advocates for Mentally Ill Housing, Inc. - Transportation Services	\$ 5,000	\$ -
City of Roseville - Youth Program Passport & Sparks/Swim Passport	\$ 15,000	\$ -
KidsFirst - Family Mental Wellness	\$ 15,000	\$ 13,340
Meals on Wheels by ACC - Senior Nutrition Services Meals on Wheels by ACC	\$ 8,460	\$ 8,460
Roseville Home Start, Inc. - Roseville Home Start Transitional Living for Homeless Families	\$ 15,000	\$ -
Senior's First, Inc. - Senior Nutrition Program	\$ 15,000	\$ -
St. Vincent de Paul Society, Roseville Area Conference, Inc. - BAGS Program	\$ 15,000	\$ 13,340
Stand Up Placer, Inc. - Roseville Victims Services Programs	\$ 15,000	\$ 13,340
The Gathering Inn - Emergency Overnight Homeless Shelter	\$ 15,000	\$ 13,340
The Gathering Inn - Mental Health Clinician	\$ 15,000	\$ 13,340
The Lazarus Project - The Lazarus Project	\$ 24,500	\$ -
Total Public Service	\$ 172,960	\$ 88,500
Available Allocation (15% CAP of \$590,000)	\$ 88,500	

Organization	FY 2017-18 Application Request	Review Panel & Staff Recommendation
Public Facilities & Affordable Housing		
Main Street Plaza Apartments - Relocation	\$ 200,000	\$ 160,000
City of Roseville - David R. Johnson Memorial Pool - Rehabilitation	\$ 100,000	\$ 100,000
City of Roseville - Owner Occupied Rehabilitation Program	\$ 50,000	\$ 50,000
Senior's First, Inc. - Handy Person Program	\$ 50,000	\$ 50,000
The Gathering Inn - Capital Improvements	\$ 25,000	\$ 23,500
Total Public Facilities	\$ 400,000	\$ 383,500
Available Allocation (Non-Cap)	\$ 383,500	
Administration		
City Administration	\$ 118,000	\$ 118,000
Placer Collaborative Network	\$ 2,000	\$ -
Senior's First, Inc. - Information and Assistance	\$ 15,000	\$ -
Total Administration	\$ 135,000	\$ 118,000
Available Allocation (20% CAP of \$590,000)	\$ 118,000	
CDBG TOTAL BASED ON PRIOR YEAR ESTIMATE)	\$ 590,000	\$ 590,000
*Recommended Funding Policy for actual funding allocation:		
All funding recommendations are subject to final federal actions on CDBG program funding overall. Should the allocation be lower or greater than staff's projection of \$590,000, staff is recommending the following funding policy be used for the final award to applications being recommended for assistance:		
1. Public Services: any funding for this category shall comply with the federal 15% cap, and all of the seven awarded applications will be funded with no fewer than \$5,000 and no greater than their originally requested amount, with the actual award being increased or decreased proportionally based on the City Council's action on May 10, 2017.		
2. Public Facilities and Affordable Housing: all of the five funded applications will be funded no fewer than \$20,000 and no greater than their originally requested amount, with the actual award being increased or decreased proportionally based on the City Council's action May 10, 2017.		
3. Administration: any funding for this category shall company with the federal 20% cap.		



COUNCIL COMMUNICATION

CC #: 8438

File #: 0800-02

Title: Establishing the West Placer Groundwater Sustainability Agency - Memorandum of Agreement
Contact: Kelye McKinney 916-774-5552 kmckinney@roseville.ca.us

Meeting Date: 5/10/2017

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving a Memorandum of Agreement establishing the West Placer Groundwater Sustainability Agency for a portion of the North American Subbasin of the Sacramento Valley Groundwater Basin.

BACKGROUND

The Cities of Roseville and Lincoln, Placer County Water Agency, and California American Water Company (collectively the GMP Partners) joined together to develop the Western Placer County Groundwater Management Plan (GMP) in 2006. The GMP was prepared in accordance with the requirements of California Groundwater Management Act, Assembly Bill 3030 and Senate Bill 1938 to maintain a safe, sustainable, and high quality groundwater resource to meet backup, emergency, and peak demands without adversely affecting other groundwater uses within western Placer County. Since that time, the GMP Partners have worked collaboratively to expand groundwater monitoring infrastructure (monitoring wells) and to study portions of the local groundwater basin. These actions have helped to assess local groundwater basin conditions, estimate sustainable yield and maintain local groundwater sustainability.

In 2015, Governor Brown signed the Sustainable Groundwater Management Act of 2014 (SGMA). The SGMA establishes a new structure for sustainably managing California's groundwater resources at a local level. The SGMA mandates that all medium and high priority groundwater basins identified in the Department of Water Resources (DWR) Bulletin 118 be managed by a GSA to be formed by June 30, 2017. Each GSA will then develop a Groundwater Sustainability Plan (GSP) by January 30, 2022, which will include plan components to assist the GSA in achieving and maintaining groundwater sustainability within 20 years of GSP adoption.

The GMP Partners along with the Nevada Irrigation District and Placer County have agreed to collaborate on the formation of the West Placer Groundwater Sustainability Agency (WP GSA) and development of a GSP as required by SGMA. The GSAs involving multiple public agencies may be structured under a Memorandum of Agreement (MOA), Joint Powers Agreement (JPa) or Joint Powers Authority (JPA). Discussions amongst agency staff has lead the West Placer group

to form the GSA through a MOA (Attachment 1). Formation under an MOA does not preclude the GSA agencies from creating a JPA in the future should information obtained during preparation or implementation of the GSP warrant such. It is important to note that under SGMA, only public water agencies and land use authorities may form a GSA; however SGMA does allow for investor owned utilities, such as the California American Water Company, to participate in a GSA. The intent of this agreement is to formally create the West Placer GSA and to also allow for participation of the California American Water Company (an investor owned utility and GMP Partner) in the activities of the GSA through a future participation agreement.

The proposed West Placer GSA overlays a portion of the North American Subbasin (NASb); a subbasin of the larger Sacramento Valley Groundwater Basin. It is anticipated a total of five GSAs will form over the NASb. The NASb GSAs are shown on Exhibit A of Attachment 1 and include:

- West Placer GSA
- Sacramento Groundwater Authority
- South Sutter Water District GSA
- Sutter County GSA
- Reclamation District 1001 GSA

Within the South Sutter Water District (SSWD) GSA a portion of Placer County is retained. Placer County agreed to a MOA with SSWD representing their constituents for that portion of the GSA. SSWD has successfully managed groundwater in that region for decades and Placer County supports their management of the area and will work with SSWD on any and all issues involving the regulations pertaining to SGMA.

To meet the requirements of SGMA in forming a GSA, all parties must adopt a resolution indicating approval of the MOA. Preparation of the MOA included input by legal counsel from all participating agencies. The MOA identifies duties of the participating agencies to carry out the purposes of SGMA. Duties will include the preparation and implementation of a GSP including groundwater monitoring, annual reporting to DWR, five-year renewals with DWR, and public outreach. As outlined in the MOA, the purposes of the GSA are to:

1. Cooperatively carry out the purposes of SGMA;
2. Be recognized as a GSA by the State of California for purpose of management of a portion of the NASb within the GSA boundary; and
3. Cooperatively develop, adopt and implement a legally sufficient GSP for all or a portion of the NASb.

The MOA also provides for budgeting between the parties, an administering agency to lead the implementation efforts, and governance provisions including member representatives with specified voting requirements. The member committee is comprised of one staff representative and an alternate from each participating agency. The MOA initially appoints Placer County as the Administrator of the agreement. The Administrator has the authority to:

1. Undertake and arrange for approved activities allowed for by the agreement;
2. Apply for, receive and disperse funds for use in carrying out the purposes of the agreement;
3. Accumulate funds for use in carrying out the purposes of the agreement;
4. Make and enter into contracts necessary to carrying out the purposes of the

- agreement consistent with annually approved budgets established by the member agencies as outline within the agreement; and
5. File the application for the GSA creation to the State.

Upon approval of the MOA by each member agency, staff of the administering agency will formally file all necessary materials to the DWR notifying them of GSA formation. This must be completed within 30-days of the last member agency to approve the MOA and prior to June 30, 2017. It is expected that all agencies will have approved the MOA by May 10, 2017, following the City of Roseville Council meeting approving the MOA.

Public Outreach

The SGMA includes specific provisions related to public outreach. These requirements are more specifically outlined in the California Water Code. Water Code section 10723.2 requires GSAs to consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. Water Code Section 1723.4 requires the GSA to establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps and other relevant documents; this includes GSA formation activities. To meet that requirement management staff and public information officers from each member agency developed a communications plan and conducted local and regional outreach to inform the public of the intent and requirements for forming the GSA. This included stakeholder interviews, announcements using print and social media, and attendance at various public meetings and workshops. A summary of the public outreach efforts is included in Attachment 2.

The member agencies have also developed a website to provide the public a place to obtain information regarding GSA related activities (<http://westplacergroundwater.com/>) including frequently asked questions, public outreach materials and the ability sign up for notifications. The general feedback from the public attending the outreach meetings was to have agencies move forward with becoming a GSA to prevent State intervention should the GSA not be created by local agencies as allowed by SGMA.

FISCAL IMPACT

The agreement includes financial provisions including the process for establishing an annual fiscal year budget that will run from July 1 to June 30 and sets forth the percent share for each participating agency in GSA activities (Exhibit B of Attachment 1) assuming participation by the California American Water Company. For FY 2017-2018, the total budget under the MOA is \$275,000. Of this amount the City of Roseville's contribution is \$50,000 or 18.2%. Should the California American Water Company not participate, the City's contribution is still \$50,000 but the percentage share changes slightly to 20%. Funds for the City's contributions under this agreement will be allocated from the Water Operations Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Additional jobs will not be created directly as a result of approval of this Memorandum of Agreement. Additional economic development or employment opportunities may occur as a result of development and implementation of the future Groundwater Sustainability Plan as required under the agreement.

ENVIRONMENTAL REVIEW

This action does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA sections 15378 (a) and (b)(5) because it is an administrative action that does not result in any direct or physical change in the environment.

Respectfully Submitted,

Kelye McKinney, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-155

Attachment 1 (MOA)

Attachment 2a (Outreach summary)

Attachment 2b (outreach table)

Letter Received

RESOLUTION NO. 17-155

APPROVING A MEMORANDUM OF AGREEMENT ESTABLISHING THE WEST
PLACER GROUNDWATER SUSTAINABILITY AGENCY AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Sustainable Groundwater Management Act (SGMA), as amended and codified in California Water Code §§ 10720, *et seq.*, applies to all groundwater basins in the State of California; and

WHEREAS, the legislative intent of SGMA is to provide sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for the sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, SGMA requires “sustainable groundwater management” and the formation of Groundwater Sustainability Agencies (GSAs) for all groundwater basins or sub-basins that are designated as high- or medium-priority basins by the Department of Water Resources (DWR) in DWR’s report entitled “California’s Groundwater: Bulletin 118” (Bulletin 118); and

WHEREAS, the City of Roseville lies within the North American Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.64, has been designated as a high-priority subbasin in Bulletin 118; and

WHEREAS, SGMA defines a “local agency” as a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin (or subbasin) and that a combination of local agencies overlying a groundwater basin or subbasin may elect to become a GSA for that basin, subbasin or portion of said basin or subbasin; and

WHEREAS, there are several GSAs forming over portions of the North American Subbasin; and

WHEREAS, in a portion of western Placer County, there are five local agencies with jurisdiction over portions of the North American Subbasin who wish to establish and be part of a GSA for a portion of this subbasin, with the agency to be named the West Placer Groundwater Sustainability Agency (West Placer GSA); these local agencies are Placer County, Placer County Water Agency, the City of Lincoln, and Nevada Irrigation District (collectively referred to herein as Members); and

WHEREAS, the Members have expressed their desire to maintain as much local autonomy as possible in the formation of the GSA; and

WHEREAS, the Members collectively determined that forming the GSA under a Memorandum of Agreement (MOA) is the best form of an legal agreement that solidifies the formation of the GSA while also allowing the Members to maintain their desired autonomy; and

WHEREAS, the Members have prepared an MOA that establishes the West Placer GSA, providing for participation of all Members and providing for terms of implementation of the GSA; and

WHEREAS, the proposed West Placer GSA geographically encompasses the portion of the North American Subbasin within the County of Placer, withholding the portion of the subbasin within the jurisdiction of South Sutter Water District, as illustrated in Exhibit A of the MOA; and

WHEREAS, the Members will prepare a separate Participation Agreement that will , provide for California American Water Company's participation in the West Placer GSA; and

WHEREAS, the Members and California American Water Company intend to work cooperatively with other GSAs formed within the North American Subbasin in accordance with provisions of SGMA, striving for the Department's objective of full GSA coverage over the subbasin, and as required by SGMA; and

WHEREAS, it has been determined that this action does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA section 15378 (a) and (b)(5) because it is an administrative action that does not result in any direct or physical change in the environment; and

WHEREAS, based on the above findings, the Members intend to submit the required documents to form the GSA to the Department by the due date set by SGMA of June 30, 2017, and, subject to approval by the Department, intend to implement the West Placer GSA in accordance with the MOA, as executed, and in accordance with SGMA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes the participation of the City of Roseville in the formation of the West Placer Groundwater Sustainability Agency for a portion of the North American Subbasin and authorizes the City of Roseville to City Manager to be signatory to the Memorandum of Agreement (MOA) forming the West Placer GSA.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT 1

**MEMORANDUM OF AGREEMENT
ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY AGENCY**

**MEMORANDUM OF AGREEMENT
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THIS AGREEMENT is entered into and effective the 30th day of June, 2017 (Effective Date) by and among the City of Lincoln, a municipal corporation, City of Roseville, a municipal corporation, the Nevada Irrigation District, a California irrigation district (NID), the Placer County Water Agency, a county water agency (PCWA), and the County of Placer, a political subdivision of the state of California (all hereafter known individually as a "Member" and collectively as "Members").

RECITALS

A. Whereas, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the Sustainable Groundwater Management Act (SGMA). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

B. Whereas, SGMA requires "sustainable groundwater management" for all groundwater basins or subbasins that are designated as high-priority or medium-priority basins by the Department of Water Resources' report entitled "California's Groundwater: Bulletin 118" ("Bulletin 118"); and

C. Whereas, the North American Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.64, has been designated as a high-priority subbasin in Bulletin 118; and

D. Whereas, SGMA provides that a combination of local agencies overlying a groundwater basin or subbasin may elect to become a Groundwater Sustainability Agency (GSA) for that basin, subbasin or portion of said basin or subbasin; and

E. Whereas, each of the Members overlies a portion of the North American Subbasin of the Sacramento Valley Groundwater Basin; and

F. Whereas, each of the Members is a local agency authorized to become, or participate in, a Groundwater Sustainability Agency (GSA) under SGMA; and

G. Whereas, the Members desire, through this Agreement, to form the West Placer Groundwater Sustainability Agency (Agency) for the purpose of acting as the Groundwater Sustainability Agency for a portion of the North American Subbasin. The boundaries of the Agency are depicted on the map attached hereto as Exhibit A and incorporated herein; and

H. Whereas, the Members intend on entering into an agreement, pursuant to Water Code section 10723.6, subdivision (b), with California-American Water Company (California American Water or CAWC), a water corporation regulated by the California Public Utilities Commission, to provide for California American Water's participation in the West Placer Groundwater Sustainability Agency; and

I. Whereas, the mission of the Agency is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the North American Subbasin.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

I. DEFINITIONS. As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- A. **"Administrator"** means a Member appointed by the other Members from time to time by agreement of a majority of the Member Representatives and CAWC Representative, and in the manner set forth in this Agreement that is authorized to administer the activities contemplated by this Agreement.
- B. **"Agreement"** shall mean this Memorandum of Agreement Establishing the West Placer Groundwater Sustainability Agency.
- C. **"Agency"** shall mean the West Placer Groundwater Sustainability Agency (WPGSA) established by this Agreement.
- D. **"CAWC Representative"** shall mean the California American Water staff member (and/or alternates), designated from time to time by California American Water, who is authorized to take actions related to California American Water's participation in the activities of the Agency.
- E. **"Budget"** means the budget provided for in this Agreement.
- F. **"DWR"** shall mean the California Department of Water Resources.
- G. **"Effective Date"** shall be as set forth in the Preamble of this Agreement.
- H. **"Funds"** means funds received by the Administrator from the Members and/or CAWC, or another source for use in carrying out the purposes of this Agreement.
- I. **"Groundwater Sustainability Agency" or "GSA"** shall mean a combination of local agencies authorized by SGMA to regulate a portion of the Subbasin cooperatively with

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all other Groundwater Sustainability Agencies formed in the Subbasin, in compliance with SGMA.

- J. **“Groundwater Sustainability Plan” or “GSP”** shall have the definition set forth in SGMA.
- K. **“GSA Boundary”** shall mean those lands located within the Member’s boundaries, all within the western portion of Placer County, that overlie the Subbasin, excluding lands within the GSA being formed by the South Sutter Water District. The GSA Boundary is depicted in Exhibit A.
- L. **“Member”** shall mean the legislative bodies of those agencies listed in the Preamble to this Agreement.
- M. **“Member Representative”** means the staff member (and/or alternates), designated from time to time by each Member, who is authorized to take actions under this Agreement to the extent permitted, until such time as the Member notifies the Administrator and the other Members of a change in its Member Representative.
- N. **“SGMA”** shall mean the Sustainable Groundwater Management Act and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.
- O. **“Subbasin”** as used in this Agreement shall mean the North American Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.64 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

II. ORGANIZING PRINCIPLES

- A. The Members intend to work together in mutual cooperation to develop and implement a GSP for a portion of the North American Subbasin in compliance with SGMA or to work with other GSAs formed over other portions of the North American Subbasin to develop and implement a GSP for the entire Subbasin.
- B. The Members shall strive to provide for the consideration of all interests of all beneficial uses within the Subbasin. To that end the Members intend to seek out input from all interested stakeholders during the GSP development and implementation.
- C. The Members may, in the future, desire to enter into a joint powers agreement and may elect to create a new, separate, Joint Powers Authority to implement SGMA. Should the Members elect to do so; the Members agree to work cooperatively to ensure any such joint powers agreement reflects the principles contained in this Agreement. Any

election to create a new, separate Joint Power Authority will be subject to the approval of the governing bodies of the individual members.

- D. The Members intend through this Agreement to obtain cost-effective consulting services for the development and implementation of a GSP.

III. **FORMATION, PURPOSE AND POWERS**

- A. **Certification.** Each Member certifies and declares that it is a public agency authorized to contract with each other for the purpose of implementing SGMA.
- B. **Creation of the Agency.** Pursuant to Water Code section 10723.6, the Members hereby form and establish the "West Placer Groundwater Sustainability Agency." The Agency is not a separate legal entity; instead, the West Placer Groundwater Sustainability Agency is the name for the joint effort being pursued by the Members under this Agreement.
- C. **Purposes of the Agency.** The purposes of the Agency are to:
1. cooperatively carry out the purposes of SGMA;
 2. be recognized as a GSA by the State of California for purposes of management of a portion of the Subbasin within the GSA Boundary in accordance with SGMA; and
 3. cooperatively develop, adopt and implement a legally sufficient GSP for all or a portion of the Subbasin, subject to the limitations set forth in this Agreement.
- D. **Duties of the Agency.** To the extent authorized by the Members through their Member Representatives, and subject to the limitations set forth in this Agreement, the Agency shall carry out SGMA.
- E. **Appointment and Actions of the Administrator.** The Members hereby initially appoint Placer County to be the Administrator of this Agreement. The Members and CAWC may change the Administrator from time to time by majority vote of the Members and CAWC. The Administrator will be responsible for confirming and communicating to all other Members and CAWC, in writing, the actions approved by the Members and CAWC from time to time. In carrying out its duties under this Agreement, the Administrator shall comply with the legal and regulatory requirements applicable to the Administrator (e.g., procurement procedures). The Administrator shall have the authority to take the following actions to the extent they are consistent with the approved Budget, the terms of this Agreement and the agreed upon scope of activities developed by the Member and CAWC Representatives:

1. To undertake or arrange for approved activities in accordance with the provisions of this Agreement;
2. To apply for, receive and disburse Funds for use in carrying out the purposes of this Agreement;
3. To accumulate Funds for the purposes herein mentioned, and to invest Funds subject to applicable law, provided such Funds are not presently needed to pay costs related to the authorized uses of such Funds under this Agreement;
4. To make and enter into contracts reasonably necessary to carry out the purpose of this Agreement, consistent with the approved Budget and agreed upon scope of activities.

F. Duties of Individual Members. Each Member agrees to undertake activities and actions to carry out the purposes of SGMA within the GSA portion of the Subbasin.

1. The City of Roseville will be the Member implementing SGMA and the GSP within the limits of the City of Roseville.
2. The City of Lincoln will be the Member implementing SGMA and the GSP within the limits of the City of Lincoln.
3. The Nevada Irrigation District and the County of Placer will be the Members, implementing SGMA and the GSP within that portion of the Nevada Irrigation District within Placer County, excluding the limits of the City of Lincoln.
4. The Placer County Water Agency and the County of Placer will be the Members implementing SGMA and the GSP within the limits of the GSA Boundary, excluding the limits of the Cities of Lincoln and Roseville and the boundary of the Nevada Irrigation District.
5. Each Member agrees to undertake such additional proceedings or actions within each Member's jurisdictional limits as may be necessary in order to carry out the terms and intent of this Agreement and SGMA. The support of each Member is required for the success of the Agency. This support will involve the following types of actions:
 - i. Each Member will provide support to its fellow Member Representative and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

- ii. Policy support shall be provided by the Members to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, and other policy areas.
- iii. Each Member shall contribute its share of operational fund allocations, as established by the Member Representatives in the annual Budget, subject to the approval of the individual Members.

6. Contributions of public funds and of personnel, services, equipment or property may be made to the Agency by any Member for any of the purposes of this Agreement provided that no repayment will be made for such contributions unless otherwise agreed by the Members.

- G. Amendments. This Agreement may be amended from time to time by a unanimous vote of the Members. Any amendment shall be approved by each governing body.
- H. Duties of California American Water. Through a separate Participation Agreement, the Members expect that California American Water will agree to undertake activities and actions to carry out the purposes of SGMA within the GSA portion of the Subbasin, including actions similar to those of Members as set forth in Section F.4., above.
- I. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article VI of this Agreement.
- J. **Boundaries of the Agency.** The geographic boundaries of the Agency and that portion of the North American Subbasin that will be managed by the Agency pursuant to SGMA are depicted in Exhibit A.

IV. GOVERNANCE

- A. **Member and CAWC Representatives.** Agency activities shall be carried out by the Member and CAWC Representatives, subject to the terms of the Participation Agreement with CAWC.
 - 1. Actions of the Member Representatives. Upon approval of this Agreement by the governing body of each Member, each Member shall appoint a staff member and an alternate to act as its Member Representative. A Member Representative shall have authority to take action under this Agreement on behalf of the Member that he or she represents, in accordance with that Member's permissions afforded by action of the governing body, existing policy, or municipal code, consistent with agreed upon scope of activities and the Budget.

2. CAWC Representative. Subject to the terms of a separate Participation Agreement, CAWC shall appoint a staff member and an alternate to act as its CAWC Representative. The CAWC Representative shall have authority to take action under this Agreement on behalf of CAWC, consistent with agreed upon scope of activities and the Budget.
3. Member and CAWC Representatives may take action contemplated by this Agreement at a regular monthly meeting or other means unanimously approved by the Member and CAWC Representatives from time to time, in writing.
4. All activities undertaken pursuant to this Agreement as part of the Joint Effort shall be agreed upon as provided in Section IV.C.
5. Within 30 days of the effective date of this Agreement, the Member and CAWC Representatives will develop a scope of proposed activities consistent with the Budget.

B. **Quorum.** A majority of the total membership of the Members and CAWC Representatives will constitute a quorum of the Agency.

C. **Voting.** Except as to actions identified in Sections D, E, and F, below, as applicable, the Members and CAWC, through their Member and CAWC Representatives, will conduct all business by majority vote of the total membership. Prior to voting, the Member and CAWC Representatives shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Member and CAWC Representatives. If any Member or CAWC Representative strongly objects to a consensus-based decision prior to a vote being cast, the Representative shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution.

D. **Unanimous Vote Requirement for Certain Actions.** The following actions will require a unanimous vote by the Member and CAWC Representatives:

1. Approval of the Agency's annual budget.
2. Decisions related to any recommendation to the individual Members with respect to levying assessments or imposing property-related fees and charges for the purposes set forth in this Agreement.

E. **Vote and Approval Reserved to Members.** The following actions will require the approval of the governing body of individual Members:

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1. Decisions to provide the funds developed in the Agency's annual budget, as approved by the Member and CAWC Representatives.
2. Decisions related to the expenditure of funds by the Agency beyond expenditures approved in the Agency's annual budget.
3. Decisions related to the establishment of the Members' percentage obligations for payment of the Agency's operating and administrative costs.
4. Approval of a GSP.
5. Decisions related to levying assessments or imposing property-related fees and charges.
6. Decisions related to regulatory matters provided for in the GSP.
7. Any other actions as may be determined appropriate by the Member and CAWC Representatives.

F. **Vote and Approval Reserved to California American Water.** Subject to a separate Participation Agreement with California American Water, the following actions will require the approval of California American Water:

1. Decisions to provide the funds developed in the Agency's annual budget, as approved by the Member and CAWC Representatives.
2. Decisions related to the expenditure of funds by the Agency beyond expenditures approved in the Agency's annual budget.
3. Decisions related to the establishment of the California American Water's percentage obligation for payment of the Agency's operating and administrative costs.
4. Any other actions as may be determined appropriate by the Member and CAWC Representatives.

V. FINANCIAL PROVISIONS

A. **Contributions and Expenses:** Members and, subject to a separate Participation Agreement, California American Water, shall share in the general operating and administrative costs of operating the Agency in accordance with the percentages set forth in Exhibit B attached hereto and incorporated herein.

- B. **Initial Contributions.** Upon execution of this Agreement, each of the Members, and, subject to a separate Participation Agreement, California American Water shall each contribute the amounts specified in Exhibit B to the Agency for initial costs. Such funds may be used in the discretion of the Member and CAWC Representatives to fund the activities of the Agency including, without limitation, engineering services.
- C. **Budget.** The Agency's fiscal year shall run from July 1 through June 30. Each fiscal year, the Member and CAWC Representatives shall prepare and agree upon a Budget for the Agency for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Member and CAWC Representatives shall prepare and agree upon a Budget. Thereafter, a Budget shall be agreed upon no later than February 1 of the preceding fiscal year. The Budget must be agreed upon by unanimous vote of the Member and CAWC Representatives and approved by the governing body of the individual Members and by California American Water.
- D. **Alternate Funding Sources.** The Agency may obtain State of California, federal, local, or private company grants but shall not create any indebtedness without approval of all of the individual Members and California American Water.
- E. **Accounting of Funds.** At the request of any Member or CAWC, the Administrator shall provide for an accounting of funds collected and disbursed for the current or prior fiscal year.

VI. CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

- A. **Termination.** The Members may agree in writing to terminate this Agreement prior to the expiration date. Prior to termination of this Agreement, the Members and CAWC will work in good faith to ensure that a GSA will continue to implement SGMA and the GSP within the GSA Boundary. The Members recognize and acknowledge that the failure to ensure a GSA will continue to implement SGMA and the GSP may result in regulation of the Subbasin by the California State Water Resources Control Board.
- B. **Disposition of Property Upon Expiration or Termination.** Upon expiration or termination of this Agreement, any surplus Funds will be returned to the Members and/or California American Water in proportion to the contributions made by them except for any Funds obligated to pay for expenses incurred prior to the date of termination.
- C. **Withdrawal of a Member.** Any Member may withdraw from this Agreement effective upon one hundred eighty (180) day's written notice to all other

Members and California American Water. The withdrawing Member and the Administrator, on behalf of the remaining Members, shall execute an amendment to this Agreement memorializing the withdrawal. A withdrawing Member shall be responsible for its share of financial obligations incurred under this Agreement prior to the effective date of the withdrawal. Upon notice of the withdrawal of a Member, the withdrawing Member and the remaining Members will negotiate in good faith to ensure a GSA retains regulatory authority over the GSA Boundary.

- D. **Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Agency during its time as a Member. Further, should a Member withdraw from the Agency after completion of the GSP, and in the event that Member becomes the GSA for that area of the Subbasin within its legal boundary, it shall be entitled to utilize the GSP for future implementation of SGMA within its legal boundary.

VII. MISCELLANEOUS PROVISIONS

- A. **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by electronic mail; or (c) personal delivery, as follows:
- a. City of Roseville, Attn: City Clerk, 311 Vernon St., Roseville, CA 95678
 - b. City of Lincoln Attn: City Clerk, 600 Sixth St., Lincoln, CA 95648
 - c. Placer County Attn: Clerk of the Board, 175 Fulweiler Avenue, Auburn, CA, 95603
 - d. Placer County Water Agency Attn: Clerk to the Board, 144 Ferguson Rd. P.O. Box 6570, Auburn, CA, 95604
 - e. Nevada Irrigation District Attn: Clerk to the Board, 1036 West Main Street, Grass Valley, CA 95945
 - f. Cal American Water Company Attn: General Manager, 4701 Beloit Dr., Sacramento, CA 95838
- B. **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.
- C. **Choice of Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Placer County, California. The parties each waive any federal court removal and/or jurisdictional rights they may have.

- D. **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- E. **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.
- F. **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.
- G. **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

COUNTY OF PLACER

By: _____

Printed Name/Title: David Boesch, County Executive Officer

Date: _____

Approved As to Form

By: _____

County Counsel

Date: _____

CITY OF LINCOLN, a municipal corporation

BY: _____
Matthew Brower
City Manager

ATTEST:

BY: _____
Gwen Scanlon
City Clerk

**MEMORANDUM OF AGREEMENT – ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY
AGENCY**

CITY OF ROSEVILLE, a municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

**MEMORANDUM OF AGREEMENT – ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY
AGENCY**

Nevada Irrigation District

BY: _____
Remleh Scherzinger, P.E.
General Manager

PLACER COUNTY WATER AGENCY

BY: _____
EINAR MAISCH
General Manager

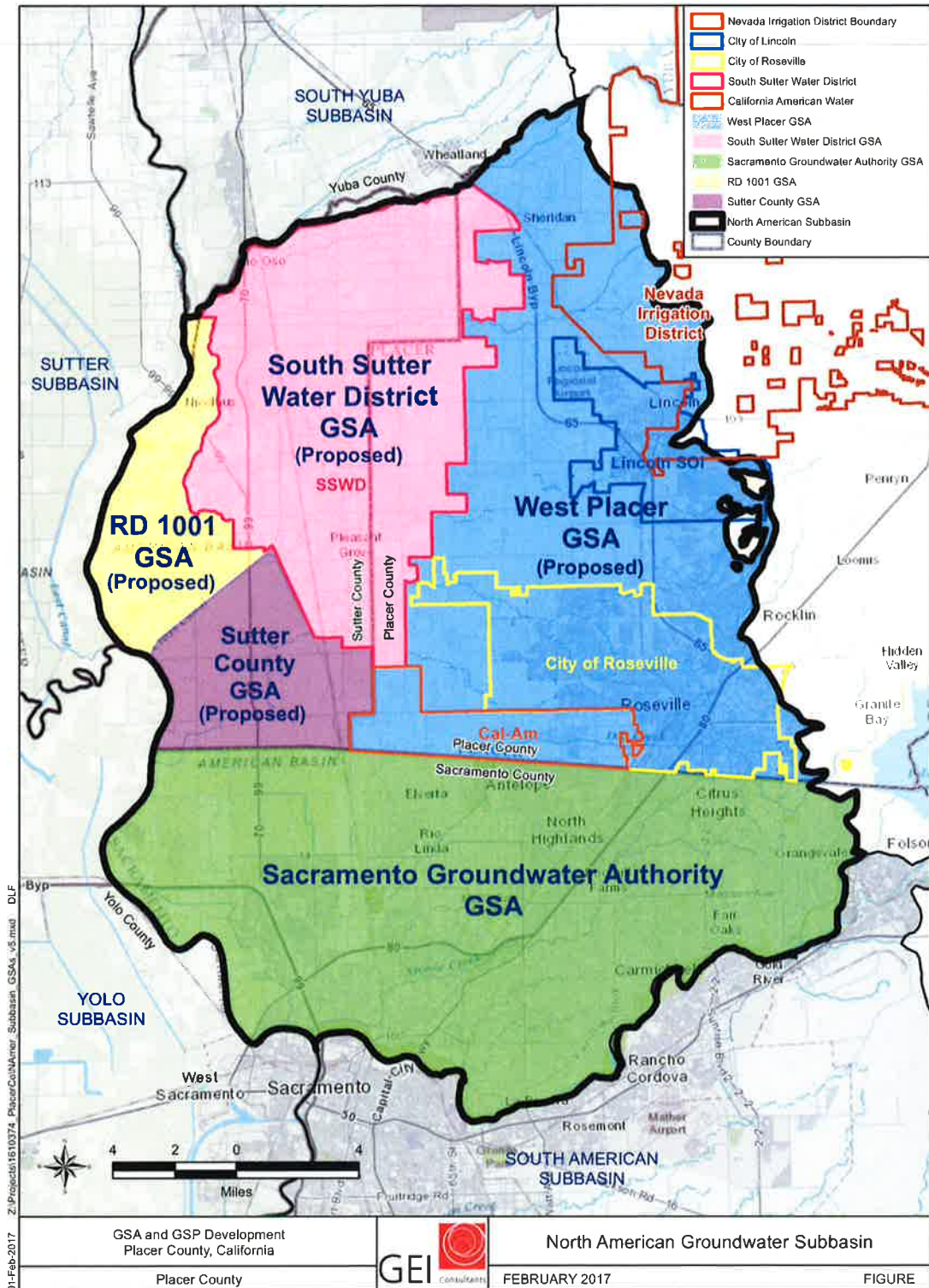
ATTEST:

BY: _____
CHERI SPRUNCK
Clerk to the Board

APPROVED AS TO FORM:

BY: _____
DAN KELLY
Staff Counsel

EXHIBIT A



MEMORANDUM OF AGREEMENT – ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY AGENCY

EXHIBIT B

**WEST PLACER GROUNDWATER SUSTAINABILITY YEAR ONE MEMBER COSTS
(FY 2017/2018)**

Agency	Annual Contribution*	Percentage
Cal-Am	\$25,000	9.1%
City of Lincoln	\$50,000	18.2%
City of Roseville	\$50,000	18.2%
Nevada Irrigation District	\$50,000	18.2%
Placer County	\$50,000	18.2%
Placer County Water Agency	\$50,000	18.2%
Total	\$275,000	100%

ATTACHMENT 2

PUBLIC OUTREACH SUMMARY

West Placer Groundwater Sustainability Agency
Summary of Pre- Groundwater Sustainability Agency Stakeholder Outreach

Stakeholder Outreach began in 2016. Through a DWR grant, the proposed West Placer Groundwater Sustainability Agency (GSA) received facilitation assistance from a consulting firm to, among other things, prepare a Communications Outreach Strategy and conduct public outreach. One of the initial efforts was the Agricultural Community Stakeholder Assessment which was conducted by a neutral, third-party facilitator in coordination with the West Placer GSA staff. The assessment consisted of several one-on-one or small group interviews with agricultural well owners and agricultural industry representatives that operate in, or have experience with, western Placer County. Results of the interviews were summarized in a presentation (located on our website: westplacergroundwater.com).

The Communications Outreach Strategy was completed in September 2016. The Strategy was intended to provide a high-level overview of near- and long-term outreach strategies, tactics, and tools to assist the participating agencies in the establishment of the West Placer GSA and other related actions as required by the Sustainable Groundwater Management Act (SGMA) of 2014.

Stakeholder Outreach continued in 2017. California Water Code §10723(b) requires each GSA to hold a public hearing to receive and respond to public comments about the formation of the Groundwater Sustainability Agency. In preparation, the West Placer GSA agencies hosted two public workshops, in January and February 2017, in advance of the required public hearing. The purpose of these workshops was to inform groundwater users and other interested parties of the GSA formation and identify potential participants and other stakeholders in the Groundwater Sustainability Plan (GSP) development phases.

Formal outreach to each of the SGMA mandated categories was also accomplished through meetings and briefing to ensure that all stakeholders understand the West Placer GSA approach and plan to address groundwater sustainability within the North American Subbasin. In addition, staff from member agencies gave presentations at a variety of other public venues, including Municipal Advisory Committees, City Councils, County Board of Supervisors, Water Agency Directors, Agricultural Commission and others. A list of all stakeholder outreach including the public meetings and workshops held can be found in the attached summary: Pre-GSA Presentations.

Timeline of SGMA Policy & Outreach during West Placer GSA Formation

Public Outreach Meetings

Date	Venue	Purpose/Activity/Discussion	Location
12/14/2015	Placer County Agriculture Commission Meeting	Overview of SGMA regulations and discussion of proposed agricultural outreach	Placer County Planning Commission Chambers
1/4/2016	Roseville/PCWA Water Coordination Meeting	Update on GSA creation activities	City of Roseville, Civic Center Offices
6/28/2016	Roseville Public Utility Commission	Overview of SGMA regulations & GSA creation activities	City of Roseville, Council Chambers
10/5/2016	Roseville/PCWA Water Coordination Meeting	Overview of SGMA regulations & GSA creation activities	Placer County Water Agency Offices
1/9/17	Placer County Agriculture Commission Meeting	Overview briefing of Agricultural Interview results, Subbasin conditions & proposed GSA creation	Placer County Planning Commission Chambers
1/10/17	Sun City Governance Committee	Overview of SGMA regulations & GSA creation activities	Sun City, Roseville
1/11/17	Placer County West Placer Municipal Advisory Committee (MAC) meeting	Overview briefing of Subbasin conditions & proposed GSA creation	Creekview Ranch Middle School, 8779 Cook Riolo Road, Roseville
1/19/17	Public Stakeholder Meeting #1	Overview briefing of Subbasin conditions & proposed GSA creation	3033 Fiddymont Road, Roseville
1/24/17	Rocklin City Council meeting	Overview briefing of Subbasin conditions & proposed GSA creation	City of Rocklin, Council Chambers
2/8/17	Placer County Sheridan MAC meeting	Overview briefing of Subbasin conditions & proposed GSA creation	6005 Camp Far West Road, Sheridan
2/14/17	Nevada Irrigation District Water/Hydro Committee Meeting	Overview briefing of Subbasin conditions & proposed GSA creation	Nevada Irrigation District Offices
2/16/17	Public Stakeholder Meeting #2	Overview briefing of Subbasin conditions & proposed GSA creation	65 McBean Park Drive, Lincoln
2/27/17	Placer County Rural Lincoln MAC meeting	Overview briefing of Subbasin conditions & proposed GSA creation	3333 Mt. Pleasant Road, Lincoln
4/4/17	City of Lincoln City Council Workshop	Overview of SGMA regulations and proposed Memorandum of Agreement.	City of Lincoln

Agency & Mandatory Stakeholder Outreach Discussions

Date	Venue	Purpose/Activity/Discussion	Location
3/16 -7/16	Agricultural & individual Well Owner interviews	DWR assisted outreach capacity (MWH led)	Various locations
2/28/2017	Placer County Resource Conservation District Board Meeting	Overview briefing of Subbasin conditions & proposed GSA creation	Placer County Resource Conservation District Offices
3/8/2017	Nevada Irrigation District Board Meeting	Overview briefing of Subbasin conditions & proposed GSA creation	Nevada Irrigation District Offices
3/21/17	San Juan Water District General Manager	Overview briefing of Subbasin conditions & proposed GSA creation	Phone & E-mail conversations
3/23/2017	Citrus Heights Water District General Manager	Overview briefing of Subbasin conditions & proposed GSA creation	Phone & E-mail conversations
3/24/17	Reclamation District 1001 General Manager	Overview briefing of Subbasin conditions & proposed GSA creation	Phone & E-mail conversations
4/3/17	US Army Corps of Engineers	Overview briefing of Subbasin conditions & proposed GSA creation	Phone & E-mail conversations
4/13/17	Beale AFB Communications	Overview briefing of Subbasin conditions & proposed GSA creation - Discussion of implications for agency	Phone & E-mail conversations
4/30/17	United Auburn Indian Community	Overview briefing of Subbasin conditions & proposed GSA creation - Discussion of implications for Tribe	Phone & E-mail conversations

Public Meeting Member Policy Discussions

Date	Venue	Purpose/Activity/Discussion	Location
8/21/2015	City of Lincoln City Council Workshop	Overview of SGMA regulations.	City of Lincoln
11/17/15	Placer County Board of Supervisors Meeting	Board direction to work towards creating a GSA	Placer County Board of Supervisors Chamber
3/8/16	Placer County Board of Supervisors Meeting	North American Subbasin Boundary Modification	Placer County Board of Supervisors Chamber
5/3/2016	City of Lincoln City Council Workshop	Overview of SGMA regulations.	City of Lincoln
8/9/16	Placer County Board of Supervisors Meeting	Update on SGMA Progress	Placer County Board of Supervisors Chamber

Public Meeting Member Adoption of GSA

Date	Venue	Purpose/Activity/Discussion	Location
4/25/2017	City of Lincoln Council Meeting	Adoption of GSA et al	City of Lincoln, Council Chambers
4/26/2017	Nevada Irrigation District Board of Directors Meeting	Adoption of GSA et al	Nevada Irrigation District Offices
5/4/2017	Placer County Water Agency Board of Directors Meeting	Adoption of GSA et al	Placer County Water Agency Offices
5/9/2017	Placer County Board of Supervisors Meeting	Adoption of GSA et al	Placer County Board of Supervisors Chamber
5/10/2017	City of Roseville Council Meeting	Adoption of GSA et al	City of Roseville, Council Chambers

Timeline of SGMA
Policy & Outreach
during West Placer
GSA Formation

Public Outreach Meetings

Date	Venue	Purpose/Activity/Discussion	Location
12/14/2015	Placer County Agriculture Commission Meeting	Overview of SGMA regulations and discussion of proposed agricultural outreach	
6/28/2016	Roseville Public Utility Commission	Overview of SGMA regulations & GSA creation activities	City of Roseville, Council Chambers
10/5/2016	Roseville/PCWA Water Coordination Meeting	Overview of SGMA regulations & GSA creation activities	Placer County Water Agency Offices
1/4/2016	Roseville/PCWA Water Coordination Meeting	Update on GSA creation activities	City of Roseville, Civic Center Offices
1/9/17	Placer County Agriculture Commission Meeting	Overview briefing of Agricultural Interview results, Subbasin conditons & proposed GSA creation	
1/10/17	Sun City Governance Committee	Overview of SGMA regulations & GSA creation activities	Sun City, Roseville
1/11/17	Placer County West Placer Municipal Advisory Committee (MAC) meeting	Overview briefing of Subbasin conditons & proposed GSA creation	Creekview Ranch Middle School, 8779 Cook Riolo Road, Roseville
1/19/17	Public Stakeholder Meeting #1	Overview briefing of Subbasin conditons & proposed GSA creation	3033 Fiddymment Road, Roseville
1/24/17	Rocklin City Council meeting	Overview briefing of Subbasin conditons & proposed GSA creation	
2/14/17	Nevada Irrigation District Water/Hydro Committee Meeting	Overview briefing of Subbasin conditons & proposed GSA creation	
2/8/17	Placer County Sheridan MAC meeting	Overview briefing of Subbasin conditons & proposed GSA creation	
2/16/17	Public Stakeholder Meeting #2	Overview briefing of Subbasin conditons & proposed GSA creation	
2/27/17	Placer County Rural Lincoln MAC meeting	Overview briefing of Subbasin conditons & proposed GSA creation	3333 Mt. Pleasant Road, Lincoln

Agency & Mandatory Stakeholder Outreach Discussions

Date	Venue	Purpose/Activity/Discussion	Location
3/16 -7/16	Agricultural & individual Well Owner interviews	DWR assisted outreach capacity (MWH led)	Various locations
	United Auburn Indian Community	Overview briefing of Subbasin conditons & proposed GSA creation - Discussion of implications for Tribe	Phone & E-mail conversations
2/28/2017	Placer County Resource Conservation District Board Meeting	Overview briefing of Subbasin conditons & proposed GSA creation	
3/8/2017	Nevada Irrigation District Board Meeting	Overview briefing of Subbasin conditons & proposed GSA creation	
3/21/17	San Juan Water District General Manager	Overview briefing of Subbasin conditons & proposed GSA creation	
3/23/2017	Citrus Heights Water District General Manager	Overview briefing of Subbasin conditons & proposed GSA creation	Phone & E-mail conversations
3/24/17	Reclamation District 1001 General Manager	Overview briefing of Subbasin conditons & proposed GSA creation	Phone & E-mail conversations
4/3/17	US Army Corps of Engineers	Overview briefing of Subbasin conditons & proposed GSA creation - Discussion of implications for agency	
	Beale AFB Communications	Overview briefing of Subbasin conditons & proposed GSA creation - Discussion of implications for agency	

Public Meeting Member Policy Discussions

Date	Venue	Purpose/Activity/Discussion	Location
11/17/15	Placer County Board of Supervisors Meeting	Board direction to work towards creating a GSA	
3/8/16	Placer County Board of Supervisors Meeting	North American Subbasin Boundary Modification	
8/9/16	Placer County Board of Supervisors Meeting	Update on SGMA Progress	

Public Meeting Member Adoption of GSA

Date	Venue	Purpose/Activity/Discussion	Location
4/25/2017	City of Lincoln Council Meeting	Adoption of GSA et al	
4/26/2017	Nevada Irrigation District Board of Directors Meeting	Adoption of GSA et al	
5/4/2017	Placer County Water Agency Board of Directors Meeting	Adoption of GSA et al	
5/9/2017	Placer County Board of Supervisors Meeting	Adoption of GSA et al	
5/10/2017	City of Roseville Council Meeting	Adoption of GSA et al	

April 30, 2017

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CITY CLERK DEPARTMENT
ROSEVILLE, CA

Rem Scherzinger, General Manager
Nick Wilcox, President, Board of Directors
Nancy Webber, Division I Board Member
John H. Drew, Division II Board Member
Dr. Scott Miller, MD, Division III Board Member
William Morebeck, Division IV Board Member

Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945

Dear Mr. Scherzinger, President Wilcox, and Board Members,

I am writing to emphasize the point and concern I expressed regarding item #8 on the April 26, 2017 NID Board meeting agenda, "West Placer Groundwater Sustainability Agency within the North American Sub-basin". First, I am all in favor of the formation of and NID's membership in the WPGSA. It is a great addition to our toolkit for managing water in the future.

However, I was shocked to find the prominent featuring of the California American Water Company (CAWC) in the Memorandum of Agreement (MOA) and I finally understood that they will be a founding participant in the Agency. I want to be clear that neither my point nor my concerns reflect on CAWC or their parent company, American Water Works Company (AWWC). I am not anti-corporation, nor do I have any concerns about either company in their current form, activities, management, or operations.

I do have direct personal experience with investor owned corporations.

My point and concern is a simple one: a publicly traded company on the New York Stock Exchange is NOT master of its own fate; it is, by definition, a subject of its investors. The current AWWC investor profile appears quite benign, no indication or threat of anyone trying to gain controlling interest or anything of the kind. Today.

But the problem is that over long periods of time, rare and seemingly impossible things can and do occur. You are entering into a very long-term relationship, hopefully in perpetuity. Is it possible that the corporation could make a mistake, or that market circumstances could change dramatically, or that the company through no fault of its own could be acquired, possibly by a hostile suitor in the next 5, 25, 50, or 100 years?

The answer is, unequivocally, YES.

And that is my point and concern: it is not possible to know today who you may be dealing with in the future. It is important and difficult to fully comprehend that big investors absolutely DO NOT CARE, beyond due diligence, about the work a corporation does. They, by law and purpose, can only care about their returns. By this MOA you invite all of Wall Street and beyond into our home.

I know this is on a tight time line and I am completely in favor of the formation and goals of the WPGSA and NID's involvement, but the only way to guarantee a long stable future for the Agency is to leave CAWC out of the MOA and form whatever relationship the public agency members want with CAWC through the Agency. I am sure that any value or interest CAWC brings to the enterprise can be addressed contractually or by other means. It is simply the most prudent and appropriate way to proceed. Again, this is to say nothing against the current CAWC or AWWC investors, board, employees, or affiliates, only against what the unknowable future may bring.

Some questions that arise relating to this are:

- What mechanism does the MOA provide for the public agency members to expel CAWC should the interests of the corporation and the public's interests part?
- What rights does CAWC have and what legitimizes them at the table?
- What constraints exist on CAWC, and what latitude does the company have to expand service, or change the nature of the service?
- What are the voting rights and procedures in the emerging groundwater agency that can protect against expansionism or any form of "groundwater mining" or underutilized storage?
- What are the distinctions between public and private rights and responsibilities in the new agency?
- Does CAWC membership/participation extend powers to CAWC that would normally be reserved for public agencies governing public resources?
- Is there a succession plan? What happens if CAWC is acquired or goes bankrupt?

Thank you for considering my thoughts. I share them only for NID's, the WPGSA's, and the public's benefit.

Truly Yours,



Peter A. Burnes

PO Box 142

Grass Valley, CA 95945

cc: City of Lincoln City Council members and City Manager
PCWA Board and District Manager
County of Placer Board of Supervisors and County Administrator
City of Roseville City Council members and City Manager
West Placer Groundwater Sustainability Agency



COUNCIL COMMUNICATION

CC #: 8452
File #: 0110-01

Title: Placer Valley Sports Complex and Tourism Marketing District - Management District Plan Amendments
Contact: Dominick Casey 916-774-5288 dcasey@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 7.3.

RECOMMENDATION TO COUNCIL

After conducting a public hearing, staff recommends that the City Council adopt a Resolution Determining that Amendments to the Management District Plan for the Placer Valley Sports Complex and Tourism Marketing District are Authorized and Amending the Authorization to Issue Bonds.

BACKGROUND

In 2002, the South Placer County Tourism Business Improvement Area (BIA) was formed for the purpose of promoting and expanding tourism in South Placer County. Revenue was generated by assessments on hotel room nights for all hotels in the cities of Lincoln and Rocklin (\$1.00 per room night) and Roseville (\$1.50 per room night.) The BIA was managed by Placer Valley Tourism (PVT) and operated successfully. In August of 2014, the hotel business owners of Roseville, Rocklin and Lincoln requested that the City form the Placer Valley Sports Complex and Tourism Marketing District (TBID) to replace and expand the mission of the existing BIA. The TBID was formed on November 5, 2014, a Management District Plan was adopted (attached) and PVT was appointed to continue to serve as to the owners' association for the district.

TBID Details

District Boundaries: Cities of Lincoln, Rocklin and Roseville, with the sole exception of the City owned parcel designated for construction of a conference center and hotel.

TBID Rates: \$4.25 per night at formation \$6.50 per night beginning January 1, 2017.

Collection Process: Hotels remit collections to City of Roseville quarterly. Roseville forwards the collections to the TBID administrator, PVT.

Annual Review: The budget and work program for the TBID are developed by PVT and approved by the Roseville City Council annually.

Requested Amendments

On March 1, 2017, the City received the attached request from PVT to modify the original Management District Plan in two respects. First, the original plan allowed for the issuance of bonds by the City to finance the development of a long field sports complex. PVT requests that the plan be amended to allow for the issuance of bonds for any project outlined in the

Management District Plan.

Second, the original plan authorized the issuance of bonds by the City only. PVT requests that the plan be amended to allow for the issuance of bonds by any public entity authorized to issue bonds under the plan, subject to the consent of the City. These amendments do not change the current rate of assessments. In addition, the management of the District does not change. The amendments will simply provide flexibility for bonds to be applied to projects within the District other than the long field project, and the ability for another authorized public agency to issue bonds, as approved by the Roseville City Council.

Amendment of the Management District Plan is a two-step process. The first step was the adoption of the Resolution of Intention by Council on April 5, 2017 which set the time and place of a public hearing for May 10, 2017 before the City Council. This resolution was posted in the newspaper and letters were sent out via certified mail to hoteliers on April 14, 2017. In addition, residents within a 500' radius of the Placer County Fairgrounds were notified of the public hearing on the proposed amendments. The City anticipates a project moving forward on the site based on PVT's approved work plan and meetings between the County, City, and PVT. The public outreach for those specific efforts will be conducted by Placer County and PVT, with the assistance of the City. There is a public outreach meeting tentatively scheduled for May 30, 2017 with more details to follow.

The second step in the process to amend the Management District Plan is to conduct a public hearing and then adopt the attached resolution authorizing the amendments.

FISCAL IMPACT

The Management District Plan anticipated a \$16 million budget for the first five years of the TBID normalizing at about \$3.8 million annually starting in year six. These projections remain consistent with the original Management Plan.

ECONOMIC DEVELOPMENT / JOBS CREATED

The purpose of the TBID is to replace and expand the mission of the former BIA. It is anticipated that the incremental increase in assessments will provide over \$1.6 million in funding to benefit the Placer County economy in the first year, and over \$2.9 million annually beginning in 2017.

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)). Adoption of a Resolution Determining that Amendments to the Management District Plan for the Placer Valley Sports Complex and Tourism Marketing District are Authorized and Amending the Authorization to Issue Bonds does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dominick Casey, Assistant City Manager

Rob Jensen, City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-165

Management District Plan

PVT's letter

RESOLUTION NO. 17-165

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DETERMINING THAT AMENDMENTS TO THE MANAGEMENT DISTRICT PLAN FOR THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT SHALL BE AUTHORIZED AND AMENDING THE AUTHORIZATION TO ISSUE BONDS

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code § 36600, *et seq.*) (the “Law”), authorizes cities and counties to establish property and business improvement districts for the purposes of promoting tourism; and

WHEREAS, pursuant to Resolution No. 14-482 adopted by the City of Roseville (“City”) City Council (“Council”) on November 5, 2014, the City formed the Placer Valley Sports Complex and Tourism Marketing District (“District”), and appointed the South Placer County Tourism Corporation, dba Placer Valley Tourism (“PVT”) to serve as the Owners’ Association for the District; and

WHEREAS, in connection with the formation of the District, a Management District Plan for the District was approved and adopted by the City, which provided for the construction of a long field sports complex, development of other new facilities and the enhancement of existing facilities; and

WHEREAS, the Management District Plan and Resolution 14-482 both authorize the issuance of bonds by the City, or an affiliated joint powers authority, to finance the construction of a long field sports complex with the bonds to be paid off with funds raised from an assessment established pursuant to formation of the District (“Assessment”); and

WHEREAS, progress on construction of the long field sports complex has taken longer than anticipated, causing the District and PVT, to initiate work on other projects authorized by the Management District Plan; and

WHEREAS, some of the other projects may benefit from bond financing, with bonds issued by either the City or any other public agency authorized to issue bonds; and

WHEREAS, in accordance with Streets and Highways Code Section 36636, PVT submitted a written request to the City asking for modifications to the Management District Plan that would allow for issuance of bonds not only for a long field sports complex, but also for any project authorized by the Management District Plan, and allowing the bonds to be issued by any qualified public agency; and

WHEREAS, on April 5, 2017 at 7:00 p.m., the Council adopted Resolution 17-120 declaring its intention to modify the Management District Plan as requested by PVT; and

WHEREAS, Resolution 17-120 established the date, time and location for a public hearing to consider the requested amendments to the Management District Plan and other matters with notice thereof having been published and mailed in accordance with Streets and Highways Code Section 36636; and

WHEREAS, on May 10, 2017 at 7:00 p.m., at 311 Vernon Street, Roseville, California the Council held a public hearing regarding the proposed amendements to the Management District Plan, and the Council heard and received all objections and protests, if any, to the proposed amendements; and

WHEREAS, at the conclusion of the public hearing the Council determined that the requested modifications should be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The recitals set forth herein are true and correct and adopted by the Council.
2. The Management District Plan shall be modified as requested by PVT, allowing for the issuance of bonds to finance any of the projects authorized by the Management District Plan, and allowing the bonds to be issued by the City or a joint powers authority the public member agencies of which includes only cities, counties or a city and county, or any public agency qualified under the Law, upon the City's prior written consent. In connection therewith and as provided in Section 36640 of the Law, Bonds may be issued under the Improvement Bond Act of 1915 or in conjunction with the Marks-Roos Local Bond Pooling Act of 1985. "Bonds" as referred to or defined in any resolution authorizing the issuance of bonds shall refer to any bonds authorized by Section 36640.
3. Except as modified hereby, the Management District Plan and all other documents adopted in connection with the formation of the District and issuance of bonds shall remain in full force and effect. These modifications are not intended to and shall not constitute authorization to levy a new or increased assessment.
4. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the City Council of the City of Roseville, State of California, at a regular meeting of the Council held on the ____ day of _____, 2017, by the following vote on roll call:

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT MANAGEMENT DISTRICT PLAN

*A modernization and replacement of the South Placer County
Tourism Business Improvement Area*

Formed pursuant to the Property and Business Improvement District Law of 1994
(Streets and Highways Code §36600 et seq.)

DATED
November 5, 2014
By



**PLACER VALLEY SPORTS COMPLEX AND
TOURISM MARKETING DISTRICT
MANAGEMENT DISTRICT PLAN**

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I. EXECUTIVE SUMMARY

A. Introduction: Developed by Placer Valley Tourism in conjunction with lodging businesses, the Placer Valley Sports Complex and Tourism Marketing District, a tourism business improvement district, (the “TBID”) is proposed to help fund the design, construction and operation of sports tourism complexes, enhance and upgrade existing facilities and expand marketing and sales promotion efforts to provide specific benefits and exclusive privileges to lodging businesses within the Cities of Roseville, Rocklin and Lincoln (“the District”). The TBID is proposed to replace and expand the mission of the existing South Placer County Tourism Business Improvement Area (the “BIA”). This approach has been used successfully in other destination areas throughout the region, state, and country to improve tourism and drive additional room night sales.

B. Background.

Origins: In 2003, the City of Roseville adopted Resolution No. 03-94 forming the BIA in accordance with the terms of the Parking and Business Improvement Area Law of 1989. The BIA was formed to promote tourism efforts that generate overnight stays. In accordance with the terms of the 1989 Act, the South Placer County Tourism Corporation (dba Placer Valley Tourism; hereinafter “PVT”) was formed as a California non-profit 501(c)(6) corporation to serve as the Advisory Board for the BIA. Since its formation, PVT has advanced tourism by advocating the development of a unified sports tourism strategy, enhancing and promoting existing facilities and assisting in the development of new complexes. These programs have increased the number of room sales associated with these events by more than 550% since 2008. PVT is funded by an assessment imposed on hotels pursuant to the BIA based upon overnight stays.

A New Plan: As part of its 2010 Work Plan, PVT commissioned a feasibility study to analyze whether building a new sports complex would further the PVT mission of generating increased hotel stays and advancing tourism in the District by making the District a tournament sports destination. The feasibility study concluded that properly designed sports complexes could establish the Placer Valley as a tournament sports destination and have a tremendous economic impact on the District. The conclusion of the study was that building a new long field complex (Placer Valley Sports Complex) consisting of 8 to 12 artificial turf and lighted fields focused on tournament play and the addition of a four diamond baseball complex located at an existing four diamond complex, creating an eight field facility, would position South Placer as a major sports tourism destination. These new complexes will generate an incremental 24,000 to 26,000 room nights annually, more than doubling the current number of 23,500 rooms generated by this segment. The study also found that most of the funding for sports complexes could be raised through an additional assessment on lodging establishments within the District. The conclusions of the study lead directly to the proposed formation of the TBID and the proposed construction of the new long field sports complex containing 8 to 12 fields, parking, restrooms, and a field house focused on tournaments built in west Roseville in partnership with the City of Roseville on previously designated city park land.

The Future: PVT recognizes that its success to date in the sports tourism market is due in great part to the significant investment our cities have made in existing facilities and further recognizes that enhancing and maintaining those facilities is important to its ongoing sports tourism strategy. The TBID will evaluate other potential opportunities and enhancements to existing facilities as revenues become available.

C. Overview.

Location: The proposed TBID includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Roseville, the City of Rocklin and the City of Lincoln, with one exception in the City of Roseville (noted on the district map as APN 363-011-086-000) designated for the development of a Conference Center and hotel.

Services: The proposed TBID will provide resources needed for expanded marketing and sales promotions to specifically benefit assessed lodging businesses by increasing tourism and sports group business, funding the construction, operation and marketing of the Placer Valley Sports Complex and other existing and future facilities. These expanded marketing and sales efforts, combined with the new and expanded sports facilities, will drive incremental business to lodging establishments as tourist, meeting and event destinations to provide the specific benefit and exclusive privilege of additional room night rentals.

Budget: The total budget for construction of the Placer Valley Sports Complex is anticipated to be approximately \$30 to \$34 million. The City of Roseville, or a City affiliated joint powers authority, will issue bonds to finance the construction of the Placer Valley Sports Complex and will pay off those bonds with the assessments collected from the lodging establishments pursuant to the newly formed TBID. The TBID will also fund the existing and expanded programs currently being funded by the BIA managed by PVT, and evaluate other opportunities for the use of its capital projects and reserve fund. The TBID budget for the first five years of operations, including marketing expenses, debt service, capital reserves and project programs, is anticipated to be approximately \$15,987,877. Debt service will be \$4,724,339. Sales and marketing operations (BIA replacement) will be \$4,960,200. Capital Reserve Projects and Grants (other new facilities or existing facility enhancements) will be \$ 6,303,337.

Cost: Assessment rates pursuant to the TBID will be \$4.25 per room night for hotels located within the District from inception to January 1, 2017 when the assessment will rise to \$ 6.50 per room night, remaining at that amount until all bonds are retired.

Formation: The TBID formation begins with the City Councils of Rocklin and Lincoln agreeing to the formation of the TBID by the Roseville City Council to include lodging establishments within their city limits. After this consent is obtained, a petition will be submitted by lodging establishments representing more than 50% of the projected total annual assessments to the Roseville City Council. The Roseville City Council will then consider adoption of a resolution expressing their intention to form the TBID. The City of Roseville will mail notice of this resolution to all lodging businesses to be assessed within the TBID. The

Roseville City Council will hold a public meeting for comments, followed by a public hearing. At the public hearing, the City Clerk will tally any written protests received. If there are written protests by lodging establishment owners who will pay 50% or more of the proposed assessment, the TBID will not be formed. If a majority of assessed owners do not protest, the Roseville City Council may adopt a resolution forming the TBID.

Duration: The proposed TBID will have a life span equal to the number of years required to pay off the bonds not to exceed 30 years. The TBID assessment will be implemented immediately upon TBID formation.

II. WHAT IS A TOURISM BUSINESS IMPROVEMENT DISTRICT?

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the district fund a TBID, and those funds are used to provide beneficial services that the businesses located within the district desire.

TBID services often include, but are not limited to:

- Marketing of the Destination;
- Tourism Promotion Activities;
- Special Event Sponsorship;
- Sales Lead Generation;
- Tourism-related Infrastructure Improvements;
- Organization and Facility Operations.

In California, TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994 (the “1994 Act”). This law allows for the creation of an assessment district to raise funds within a specific geographic area. The key difference between TBIDs formed under the 1994 Act and other special benefit assessment districts is that funds raised may be returned to a private non-profit corporation under contract with the TBID to administer and implement the activities and improvements as specified in the management district plan.

There are many benefits to TBIDs:

- Funds cannot be diverted for other programs;
- TBIDs are customized to fit the needs of each tourism district;
- They allow for a wide range of services, including those listed above;
- TBIDs are ***designed, created and managed by those who will pay*** the assessment;
- They provide a stable funding source for tourism promotion.

The 1994 Act (AB 3754), as amended through the 2013-2014 legislative session, is provided in Appendix 1 of this document.

III. BOUNDARIES

The TBID's boundaries will encompass the entire territory within the current and future city limits of Roseville, Rocklin and Lincoln with one exception in the City of Roseville (noted on the district map as APN 363-011-086-000) designated for the development of a Conference Center and hotel.

A map of the area included within the TBID is attached as Appendix 2A. Appendix 2B is a map of the businesses that will be assessed upon formation of the TBID. All existing and future lodging establishments located within the TBID's boundaries will be required to pay the assessment imposed pursuant to the creation of the TBID (the "Assessment"). The proposed TBID boundaries currently include 23 lodging businesses. The number of lodging businesses will fluctuate as additional lodging development takes place or as existing lodging establishments constrict.

IV. SERVICE PLAN AND BUDGET

A. Bonds: The City of Roseville, or a City affiliated joint powers authority, will issue bonds not to exceed 30 years to finance the cost to design and build the Placer Valley Sports Complex. The revenue stream resulting from the Assessment will be pledged to repay the bonds.

B. Assessments: The amount of the Assessment will be \$4.25 per room night in the cities of Roseville, Rocklin and Lincoln upon the formation of the TBID. Assessments will increase to \$6.50 on January 1, 2017, and continue at that rate until the bonds are retired. The Assessment will be used to pay off the bonds, enhance and expand current and future facilities and conduct the marketing activities that have been, and will continue to be, undertaken by PVT for the benefit of all lodging establishments within the TBID. The lodging establishments located within the TBID will benefit from the marketing activities and the construction of the sports complexes because of the increased number of room nights that will be sold as the area becomes more established as a tournament sports destination. The Assessment will be imposed on all current and future lodging establishments within the TBID. A list of the establishments to be assessed, as of the date of this Plan, is attached as Appendix 3. The Assessment will continue until the bonds are fully repaid, a period of time not to exceed 30 years, and will be collected on a quarterly basis by the City of Roseville, similar to existing procedures for collecting the current BIA assessment. The remedies for non-payment will be the same as those applicable to non-payment of the current BIA assessment. Those remedies are set forth in the Roseville Municipal Code and include, depending on the circumstances, civil penalties, interest, collection costs, and criminal penalties for misdemeanor violations (including fines and imprisonment).

C. Improvements: The revenue generated by the Assessment will be pledged to the repayment of bonds that will be sold to finance construction of the Placer Valley Sports Complex, primarily designed to host soccer, football, lacrosse, field hockey and rugby, but capable of hosting other events that draw overnight visitors. A diagram of the proposed Placer Valley Sports Complex is attached hereto as Appendix 4. Construction of the sports complex is

estimated to take 2 to 3 years to complete, at an expected cost of \$30 to \$34 million. Additionally, excess Assessment revenues available after annual bond payments have been made will be used to conduct the sales and marketing efforts currently being done by PVT and to construct new, or enhance existing, facilities.

D. Ongoing Operations: Upon completion, the Placer Valley Sports Complex is expected to generate sufficient revenue from operations to cover operating expenses and to provide a reserve for replacement of turf and related facilities. If necessary, these funds will be augmented from TBID capital reserves.

E. Benefits: The specific benefit the TBID will provide to assessed lodging businesses is incremental room night sales. The programs and services described herein will be designed specifically to drive room night sales at assessed lodging businesses. Those programs and services will be an exclusive privilege granted only to lodging businesses that are current in the payment of their Assessment obligations. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from District-funded activities, be featured in advertising campaigns, be included in marketing campaigns, and benefit from other District-funded services. Those lodging businesses not assessed, or not current in the payment of their Assessment, will not be included in or receive specific benefits from these TBID-funded services.

F. Service Plan Budget Summary: A summary of the first five years budget for the District is:

Sales, Marketing, Management and Administrative (existing PVT /BIA replacement)	31%	\$ 4,960,200
Debt Service	30%	\$ 4,724,339
Capital Reserve, Projects & Grants	39%	\$ 6,303,337
Total Five Year Budget	100%	\$15,987,877

G. Annual Service Plan: A normalized service plan budget has been developed to deliver services to assessed lodging businesses throughout the TBID. This normalized budget reflects year six and beyond.

Sales, Marketing, Management and Administrative (existing PVT /BIA replacement)	28%	\$1,050,000
Debt Service	53%	\$1,970,000
Capital Reserve, Projects & Grants	19%	\$ 729,309
Total Normalized Annual Budget	100%	\$3,749,309

Sales, Marketing, Management and Administrative

A sales and marketing program will promote TBID lodging businesses as tourist, event, and meeting destinations. The programs are an exclusive privilege which will be enjoyed by TBID lodging businesses and provide, as a direct specific benefit to the assessed businesses, increased incremental room night sales. The management and administrative component of the budget will be consistent with existing operations of PVT, albeit expanded to make efficient use of the additional funds available to promote the destination. The City of Roseville will also receive a fee for assisting in the collection and disbursement of the Assessment as set forth in the South Placer County Tourism Business Improvement District Management Agreement. This will be similar to the existing fee paid in the BIA.

The sales and marketing program will have a central theme of promoting the Roseville, Rocklin and Lincoln area as a desirable place to visit overnight, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence;
- Print ads in magazines and newspapers targeted at potential visitors;
- Television ads targeted at potential visitors;
- Radio ads targeted at potential visitors;
- Attendance at trade shows;
- Sales blitzes;
- Familiarization tours;
- Financial incentives to locate events producing room sales within the TBID;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps;
- Attendance at professional industry conferences and affiliation events;
- Lead generation activities designed to attract tourists and group events to the Area;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits; and
- Education of lodging business management and the owners' association on marketing strategies best suited to meet the Area's needs.

Debt Service

The debt service component of the budget will be devoted to making the payments owed to bond holders.

Capital Reserve, Projects & Grants

A capital reserve fund will be accumulated to provide funding for additional facilities and improvements within the area served by the TBID. Assessments will also be used to continue the use of grants as a tool for attracting overnight visitors to the area. In addition, a prudent portion of the budget will be set aside in a contingency fund to be used for unforeseeable costs in carrying out the sales and marketing programs. If, at the expiration of

the TBID, there are contingency funds remaining, and business owners wish to renew the TBID, the remaining contingency funds may be used for renewal costs.

V. GOVERNANCE

A. Owner's Association. PVT (or its successor with a minimum of 60% of the total directors' seats belonging to those being assessed and allocated to reflect the percentage of assessed properties by jurisdiction) shall be the Owner's Association of the TBID, and shall have the responsibility of managing TBID funds as provided for in this Management District Plan, subject to the oversight of the Roseville City Council. PVT is managed by a 17-member Board of Directors with representatives from assessed lodging establishments, local Chambers of Commerce and City staff. Each member of the Board of Directors has one vote.

B. Brown Act and Public Records Act Compliance. Pursuant to § 36614.5 of the 1994 Act, PVT is subject to the provisions of the Ralph M. Brown Act (Government Code § 54950, *et seq.*) and the California Public Records Act (Government Code § 6250, *et seq.*) for all meetings held and documents produced or held relating to all matters of the TBID. Except as provided above, neither PVT nor its Board members shall be considered a public entity or public official for any purpose.

C. Annual Report. The PVT Board will present an annual report at the end of each fiscal year of operation to the City Councils of Lincoln, Rocklin and Roseville pursuant to § 36650 of the 1994 Act. The annual report along with the audit will include details of PVT revenues and expenditures.

The annual report or annual plan and budget will include:

- Any proposed changes in the boundaries of the TBID or in any benefit zones or classification of businesses within the TBID;
- The improvements and activities to be provided for that fiscal year;
- An estimate of the cost of providing the improvements and the activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year;
- The amount of any contributions to be made from sources other than assessments.

D. Audits and Accounting. The Roseville Finance Director & Treasurer or their designee will be allowed to review the financial records of the District. A South Placer County Tourism Business Improvement District Management Agreement ("Management Agreement") will be entered into between PVT and the City of Roseville detailing the collecting and accounting of TBID dollars. The Management Agreement will document the accounting process, including collections, allocations and reporting required to be submitted to the Roseville Finance Director & Treasurer with respect to all TBID funds.

PVT shall engage an independent certified public accountant (or the Placer County Auditor-Controller) to conduct annual audits. Any independent certified public accountant selected shall be subject to approval of the Roseville Finance Director or Treasurer, and their audit report must be submitted to the Roseville Finance Director & Treasurer no more than six months after the fiscal year ends.

E. Modifications. No changes may be made to this Management District Plan that impact assessments or expenditures within a local jurisdiction without the consent of that jurisdiction's City Council.

APPENDIX 1

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

STREETS AND HIGHWAYS CODE

Division 18. Parking

*** THIS DOCUMENT IS CURRENT THROUGH CHAPTER 19 OF THE 2014 REGULAR SESSION OF
THE 2013-2014 LEGISLATURE ***

§ 36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

§ 36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within the business districts of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow cities to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that benefits from those improvements.

(d) Assessments levied for the purpose of providing improvements and promoting activities that benefit real property or businesses are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property or businesses for which the improvements and activities are provided.

§ 36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within a business improvement area. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

§ 36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

§ 36603.5. Part prevails over conflicting provisions

Any provision in this part that conflicts with any other provision of law shall prevail over the other provision of law.

§ 36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

§ 36605. [Section repealed 2001.]

§ 36606. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and promoting activities which will benefit the properties or businesses located with- in a property and business improvement district.

§ 36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

§ 36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

§ 36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

§ 36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.

- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

§ 36611. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

§ 36612. "Property"

"Property" means real property situated within a district.

§ 36613. "Activities"

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.
- (b) Furnishing of music in any public place within the district.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

§ 36614. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

§ 36614.5. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all documents relating to activities of the district.

§ 36615. "Property owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall

be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

§ 36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

§ 36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

§ 36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

§ 36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

§ 36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be

furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

§ 36622. Contents of management district plan

The management district plan shall contain all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected lands and businesses included. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements and activities proposed for each year of operation are the same, a description of the first year's proposed improvements and activities

and a statement that the same improvements and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof, including operation and maintenance.

(l) Any other item or matter required to be incorporated therein by the city council.

§ 36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may

waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

§ 36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements or activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

§ 36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation that shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify

the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements and activities to be provided in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements and activities funded by the assessments proposed to be levied.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

§ 36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in paragraphs (1) to (8), inclusive, of subdivision (b) of Section 36625, but need not contain information about the preliminary resolution if none has been adopted.

§ 36626.5. [Section repealed 1999.]

§ 36626.6. [Section repealed 1999.]

§ 36626.7. [Section repealed 1999.]

§ 36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk of the city shall record a notice and an assessment

diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

§ 36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

§ 36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements and activities.

§ 36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

§ 36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and a new district established pursuant to this part.

§ 36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part shall be charged interest and penalties.

§ 36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement

district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

§ 36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

§ 36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

§ 36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

§ 36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public meetings and public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public meeting.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public meeting, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

§ 36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner

consistent with the provisions of Section 36627.

§ 36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

§ 36641. [Section repealed 2001.]

§ 36642. [Section repealed 2001.]

§ 36643. [Section repealed 2001.]

§ 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements and the activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

§ 36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements or activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated non-profit corporation to provide services.

§ 36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

§ 36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

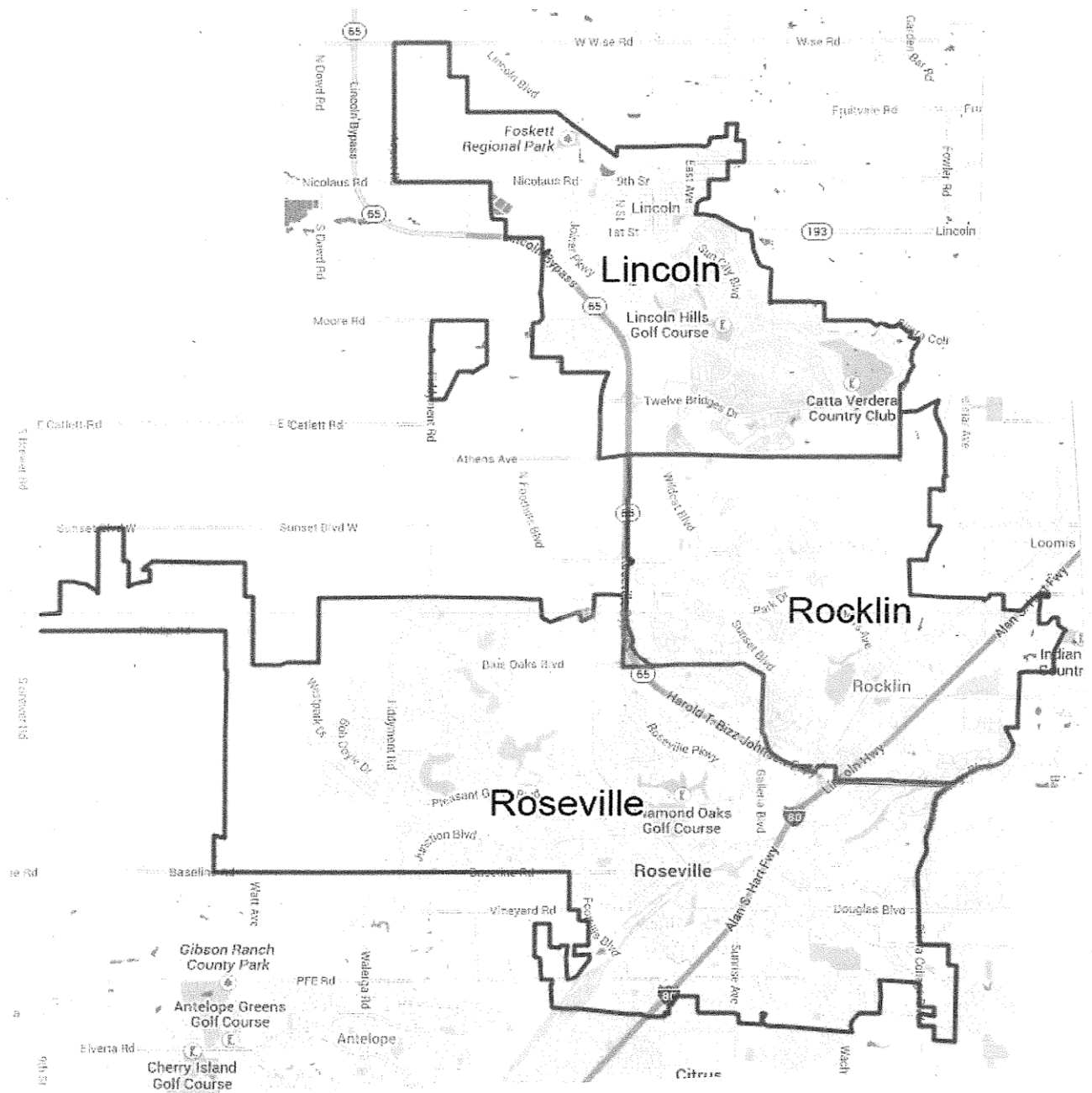
§ 36671. Refund of remaining revenues upon disestablishment of district; Calculation of re- fund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

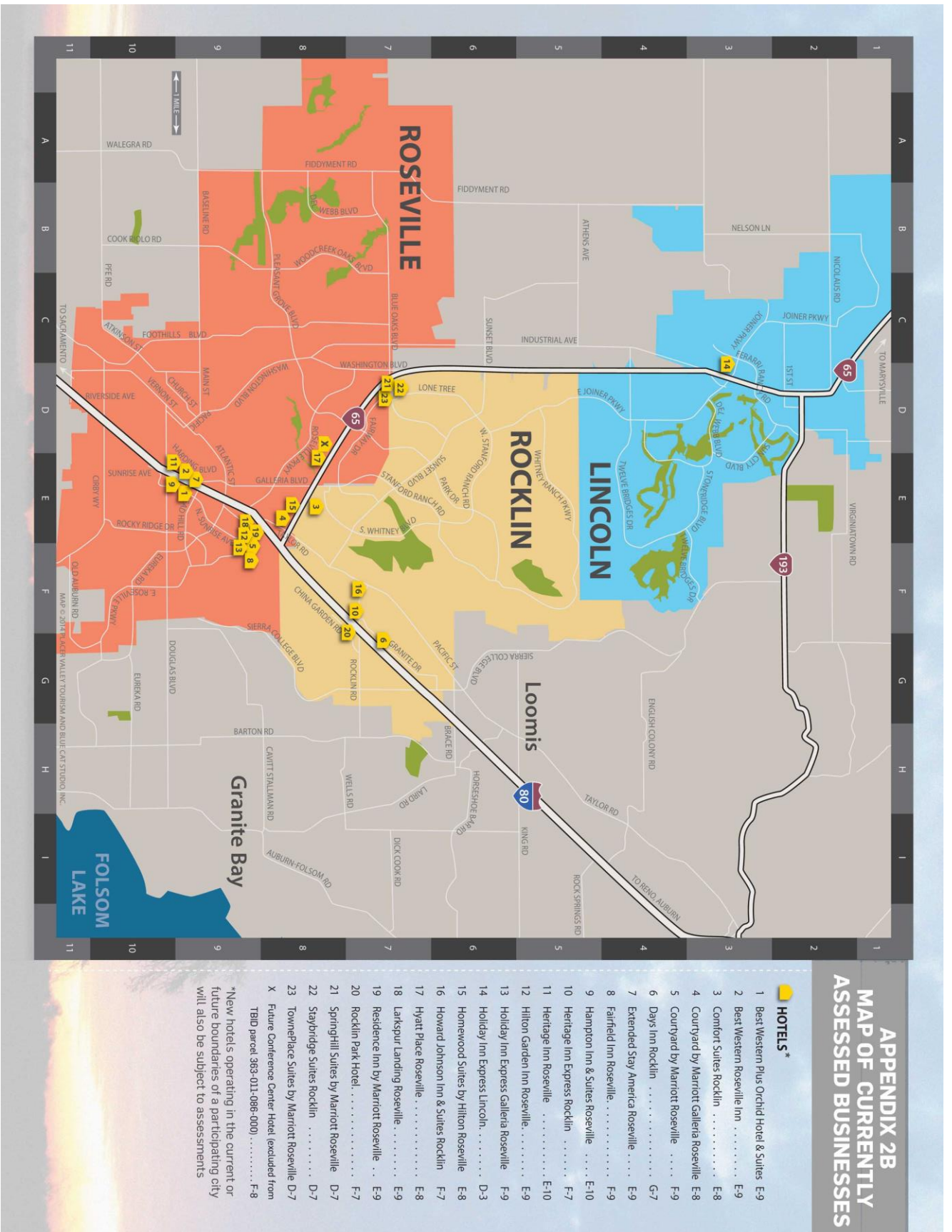
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2A

MAP OF DISTRICT WITH CITY BOUNDARIES*



*Excluding Assessor's Parcel Number 363-011-086-000 in Roseville designated for the development of a Conference Center and hotel.



APPENDIX 3
LODGING BUSINESSES TO BE ASSESSED

1. Best Western Plus Orchid Hotel & Suites - 130 N. Sunrise Ave., Roseville
2. Best Western Roseville Inn - 220 Harding Blvd., Roseville
3. Comfort Suites Rocklin - 6830 Five Star Blvd., Rocklin
4. Courtyard by Marriott Galleria Roseville - 301 Creekside Ridge Court, Roseville
5. Courtyard by Marriot Roseville - 1920 Taylor Rd., Roseville
6. Days Inn Rocklin - 4515 Granite Drive, Rocklin
7. Extended Stay America Roseville - 1000 Lead Hill Blvd., Roseville
8. Fairfield Inn Roseville - 1910 Taylor Road, Roseville
9. Hampton Inn & Suites Roseville - 110 North Sunrise Ave., Roseville
10. Heritage Inn Express Rocklin - 4480 Rocklin Road, Rocklin
11. Heritage Inn Roseville - 204 Harding Blvd., Roseville
12. Hilton Garden Inn Roseville - 1951 Taylor Rd., Roseville
13. Holiday Inn Express Galleria Roseville - 1398 East Roseville Parkway, Roseville
14. Holiday Inn Express Lincoln - 155 Ferrari Ranch Rd., Lincoln
15. Homewood Suites by Hilton Roseville - 401 Creekside Ridge Ct., Roseville
16. Howard Johnson Inn & Suites Rocklin - 4420 Rocklin Rd., Rocklin
17. Hyatt Place Roseville - 220 Conference Center Drive, Roseville
18. Larkspur Landing Roseville - 1931 Taylor Rd., Roseville
19. Residence Inn by Marriot Roseville - 1930 Taylor Rd., Roseville
20. Rocklin Park Hotel - 5450 China Garden Rd., Rocklin
21. SpringHill Suites by Marriott Roseville - 10593 Fairway Drive, Roseville
22. Staybridge Suites Rocklin - 6664 Lonetree Blvd., Rocklin
23. TownePlace Suites by Marriot Roseville - 10569 Fairway Drive, Roseville

APPENDIX 4

DIAGRAM OF SPORTS COMPLEX



March 1, 2017

Honorable Susan Rohan, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Modification of Management District Plan

Dear Mayor Rohan:

South Placer County Tourism Corporation, dba Placer Valley Tourism ("PVT") appreciates our strong working relationship with the City of Roseville, and applauds the City's commitment to economic development through the promotion of tourism in the South Placer Region. The self-assessments paid by local hotels pursuant to the Placer Valley Sports Complex Tourism Marketing District ("TBID"), formed by the City in 2014, provides enhanced funding for tourism promotion and resources for new capital projects, as well as upgrades to existing facilities. The structure and initiatives of the TBID are described in the Management District Plan that was adopted in 2014. PVT was appointed to serve as the Owner's Association for the TBID when it was formed.

Based on our experience since the TBID was formed, PVT is formally requesting a minor modification of the Management District Plan. The original Management District Plan allowed for the issuance of bonds by the City of Roseville to finance the development of a long field sports complex. Our experience with the utility of bonds as a financing tool suggests that the use of bonds should be more broadly available for any of the initiatives outlined in the Management District Plan. Accordingly, PVT has prepared and offers for consideration by the City Council, two Resolutions, the effect of which would be to authorize the issuance of bonds for any initiative authorized by the Management District Plan, and to clarify that those bonds could be issued by any public entity authorized to issue such bonds, subject to the consent of the City of Roseville. Copies of the Resolutions are enclosed. The proposed modifications to the Management District Plan were considered by the PVT Board of Directors at its meeting on January 26, 2017, and the Board gave authorization to proceed with this request.

Honorable Susan Rohan, Mayor
City of Roseville
Page 2 of 2
March 1, 2017

We appreciate the assistance of the City's attorneys, Michelle Sheidenberger and Dave Fama in crafting these resolutions, and we look forward to answering any questions that may arise in connection with the City's consideration of this request.

Very truly yours,

SOUTH PLACER COUNTY
TOURISM CORPORATION

By: Heather Hilton
Heather Hilton, Board Chairman

Enclosures

cc: City Manager
Michelle Sheidenberger
David Fama



COUNCIL COMMUNICATION

CC #: 8446
File #: 0800-02

Title: Proposed Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019
Contact: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Meeting Date: 5/10/2017
Item #: 7.4.

RECOMMENDATION TO COUNCIL

- Conduct the scheduled hearing to receive public comment and respond to questions regarding the proposed rate increases for water, wastewater, and solid waste utility services.
- Introduce for first reading the attached ordinances amending the Roseville Municipal Code sections pertaining to water (14.08.090, 14.08.095, 14.08.100), wastewater (14.16.200, 14.16.201, 14.16.230), and solid waste rates (9.12.100) to implement the adjustments, and add minor modifications for clarity and consistency, as shown in Attachment A.

The proposed changes would:

- 1) Effective on billings as of July 1, 2017, apply an effective 7% water rate increase, 6% wastewater rate increase, and 2% solid waste rate increase to all customers;
- 2) Effective on billings as of July 1, 2018, apply an effective 7% water rate increase, 6% wastewater rate increase, and 2% solid waste rate increase to all customers.

BACKGROUND

High quality and environmentally sound utility services (drinking water, recycled water, wastewater and solid waste services) are essential for public health and economic vitality. Consistent delivery of Roseville's Environmental Utility services requires continued top performance of our publicly owned facilities and related infrastructure systems and the expertise of professionals, including State-certified staff.

Based on City Council direction since 2005, smaller, incremental (e.g. annual) rate increases are preferred over larger periodic (e.g., every two to three years) increases. This biennial rate analysis was conducted in accordance with City Council's directive. This rates analysis concludes a year-long process consisting of a 10-year financial planning horizon from fiscal years 2017-18 through 2026-27. The study meets the legal requirement for setting rates that are proportionate to the cost of services provided. The proposed two-year rate implementation will meet the financial goals of generating sufficient revenues given the current assessment of future expenses and economic

reserves

City Council adopted the previous adjustments to wastewater rates in April, 2015. The adjustments consisted of two annual increases, effective July 1, 2015 and July 1, 2016. In December 2015, Council approved the transition of the water rate structure from a tiered to uniform rate, and rate increases effective February and July 2016. The last solid waste rate increase was effective in July 2013.

Water, Wastewater, and Solid Waste Rate Increases

The analysis forecast considers the costs of utility operations, capital, rehabilitation, state and federal regulatory compliance, and adopted fiscal policies. Based on the financial analysis, staff is recommending adjustments to water and wastewater utility rates to remain fiscally sound by:

- 1) Collecting revenues sufficient to meet expenses. Utility rate model fund summaries are included in this report as Attachment B.
- 2) Compliance with Proposition 218 requirements, primary components including:
 - An agency cannot collect revenue beyond what is necessary to provide service.
 - No charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property.
 - Revenues derived from the charge shall not be used for any other purpose other than that for which the charge was imposed.
 - Fairness in apportionment of total costs of service amongst ratepayer classes (avoidance of subsidization within the rates.
- 3) Reflect adopted fiscal policies for economic reserves (rate stabilization funds equivalent to 50% of operating expenses, and emergency reserve funds equivalent to 25% of operating expenses in the water and wastewater utilities, and 25% emergency reserve fund in the solid waste utility).
- 4) In the case of water and wastewater utilities, meet commitments made to bonding agencies. Specifically, this means maintaining a bond covenant requirement (ratio of net revenues to expenses) of 1.20x for the water utility and 1.10x for the wastewater utility. Maintaining bond covenant requirements is crucial to maintaining the City's good credit rating.

To verify the integrity of the rates model, and appropriateness of the assumptions used in the model, the City contracted with the Reed Group, Inc. The peer review report is included in this report as Attachment C.

Public Outreach

Consistent with City Council's priority to provide public information to the community on a timely basis, an outreach plan was conducted. Information about the proposed utility rate increases has been presented through a number of different venues. A summary of outreach efforts referencing the proposed rate increases are included in this report as Attachment D. In compliance with Proposition 218, a California law since 1996, notices were sent to all utility customers on March 20, 2017. A copy of the notice is included in this report as Attachment E. The notice outlines the process for protesting the proposed rate increases. Protest ballots could be mailed or hand delivered to the City Clerk on or before the public hearing date, or in person at the public hearing on May 3. At the close of the Public Hearing, the City Clerk will announce the total number of protest responses. If written protests against the proposed rate increases are presented by a majority of the owners of identified parcels, City Council cannot impose the adjustments.

At the Public Utilities Commission meeting on March 28, 2017, the Commission unanimously forwarded a recommendation of approval of the proposed rates to City Council.

This remainder of this report details the rates analyses process and conclusions necessitating water, wastewater and solid waste rate increases.

Environmental Utilities Department

Environmental Utilities Department operates municipal water, wastewater, recycled water, and solid waste utilities for residential, commercial, and industrial customers. The Department also operates a Technical Services Division, which supports Environmental Utilities Engineering, Safety, and Asset Management groups. City ownership of these municipal utilities allows customers the benefit of reliable service while still having rates among the lowest in the region.

City of Roseville Charter

The Roseville City Charter mandates that each utility be financially self-sufficient, meet its financial obligations for debt service, and provide for ongoing maintenance and operation of the utilities. It also allows for utility reserve funds to be set aside for the replacement, betterment and extension of the utilities. Section 10.01 of the City Charter states:

“ . . . Each city-owned utility shall be financially self-sufficient, and shall fully compensate the city general fund for all goods, services, real property and rights to use or operate on or in city-owned real property. (Amended by general municipal election on November 7, 2000.)”

The Charter further states in section 7.075:

“The Council shall annually set aside from the income of each of its revenue producing public utilities the following amounts and in the following order, to wit:

First: An amount fully sufficient for the payment of principal, interest, reserve fund and sinking fund requirements of any revenue bonds or general obligation bonds secured in whole or in part from such utility revenues, the proceeds of which bonds have been applied to the acquisition, construction or completion of such public utilities.

Second: An amount sufficient to pay or provide for the payment of maintenance and operation of such public utilities, including a reserve for maintenance and operation. . . . “

In conjunction with the City mandate to be financially self-sufficient, each utility within the Department is represented by an Enterprise Fund and, as such, accounts for “business type activities” similar to that of private industry. They do not make a profit and account for all expenses and revenues in funds completely separate from the City’s General Fund. Funding for utility operations is primarily from monthly utility charges.

UTILITY RATES ANALYSIS

The process to establish rates that support fiscal stability relies on long term financial planning and sound fiscal policies. Each utility continues to be subject to increases in regulatory, operational and rehabilitation costs. General cost increases for all utilities include:

- Debt Coverage Requirements. Water and wastewater utility net revenue calculation fiscal policy goal of > 1.8.

- Inflation. All utilities have seen costs increase in general. An inflation factor of 2.0% (based on the Consumer Price Index) was used in the rate model.

- **Cost of City Services.** As a City Department, Environmental Utilities pays a proportionate share for administrative and support services (Information Technology, Human Resources, City Attorney, etc.); these indirect costs were assumed to increase by 10% in FY 15/16, then 5% ongoing.

- **Power, Chemical and Fuel Costs.** The water treatment and two wastewater treatment plants are particularly impacted by chemical costs (increasing on average by 3% annually). Energy costs were assumed to increase 2+% at the Barton Road Water Treatment Plant, which is within PG&E service territory. Fuel costs were assumed to increase by approximately 1.7% annually.

- **Salaries.** Labor cost inputs were based on salaries in existing negotiated contracts. No salary increases were assumed beyond the current negotiated contracts for the two-year duration of the proposed rate adjustments.

- **Regulatory Requirements.** Water, wastewater, and solid waste utilities are highly regulated. On average, 20 percent of utility expenses are associated with regulatory compliance. New requirements, such as unfunded mandated programs, increasingly stringent reporting requirements, or compliance with updated standards, are routine.

Water, Wastewater and Solid Waste Rehabilitation Costs

The City of Roseville has over \$1.1 billion in water and wastewater infrastructure assets. In 2003, the City Council adopted a financial policy to set aside funds for rehabilitation and replacement of aging utility infrastructure. An initial assessment of the infrastructure enabled staff to determine the annual amount to set-aside with the goal of having sufficient funds to complete the anticipated projects. In 2015, MWH, Inc., was retained to conduct a review and update of the rehabilitation capital plan. In the period covered by the proposed rate adjustment, the level of funding for the Water Rehabilitation fund would increase from \$3 million to \$3.5 million in FY2018 and FY2019 in support of the updated plan. The contribution for Wastewater Rehabilitation would remain at \$7.5 million in FY18 and increase to \$7.75 million in FY19. Rehabilitating aging pipes, equipment and other aspects of the water and wastewater system is vital in order to maintain system reliability.

Environmental Utilities has made it a priority to proactively set aside revenue for infrastructure rehabilitation. The benefit of this approach is that, in the event of a major system failure, such as a breakdown at the water or wastewater treatment plant, funds would be available to make repairs quickly. An effective rehabilitation program includes evaluations of facilities and proactive repairs and replacements, thus avoiding expenses associated with infrastructure failure. Setting funds aside also allows the utilities to build an emergency reserve that provides an immediate cash source to respond to potential emergency situations. Alternatively, the utilities would be obligated to seek bond financing or emergency loan funds to pay for the repairs, with associated high interest rates.

The Solid Waste utility has an inventory of approximately 70,000 bins and cans, with varying useful lifetimes, and replacement costs ranging from \$60 to \$4,000. A rehabilitation fund is in place to repair and replace cans and bins when necessary. Over the next two years the level of funding for the Solid Waste Rehabilitation fund is projected to remain at \$ 0.2 million in FY2018 and increase to \$0.3 million in FY2019.

Economic Reserves

Utility economic reserves are an essential part of the utilities' operating procedures and ensure the utilities can continue to provide services during budget shortfalls or unforeseen circumstances.

Staff is recommending consistency with fiscal policy that would, over time, achieve minimum emergency reserve levels for the water and wastewater utilities to 25% of annual operating expenses, with 50% rate stabilization funds. The fiscal policies are included in this report as Attachment F. The policies reflect the need to supplement rate stabilization and economic reserve levels, which would:

- Improve assurance of adequate available funding in the event of a future drought or other event that results in increased expenses or reduced revenues.
- Protect the City's credit rating.
- Address City Council direction to preclude the need for a drought rate surcharge in future water shortage years.
- Proceed closer to consistency with industry standards for reserve funding levels.
- It should be noted that, if reserves were maintained at the 10% level, rate increases would still be needed in the short-term to avoid rapid declines in the target reserves in all three utilities. Without a rate increase, the overall economic reserves in the water utility would decline rapidly; from an approximate 51.2% in FY16/17 to 28.1% in FY17/18 and 11.7% in FY18/19. Absent a rate increase for the wastewater utility, the reserve would decline steadily from approximately 58.5% in FY16/17 to 36.6% in FY17/18, to 15.7% in FY18/19.

Debt Service Coverage

In addition to increased costs, the City is also obligated to meet debt service coverage related to long-term debt as part of a rate covenant made to bondholders. The current rate covenant for debt issued on water capital improvement projects requires a minimum debt service coverage ratio of 1.20. For wastewater, the debt service coverage requirement is 1.10. Although rates are not used for payment of debt service, utility revenue is the ultimate security for repayment of debt. Connection fees are the primary funding source for payment of debt service.

Water Utility

Two consecutive annual rate increases are proposed for the water utility (7% in FY17-18 and 7% in FY18-19). The proposed rates reflect an increase to the average residential water customer of \$2.54 per month for the first year and \$2.74 per month for the second year. Even with the increases, Roseville water customers will still be paying less than half a penny a gallon for water delivered on demand each and every hour of the day, 365 days a year.

The proposed water rates are forecasted to fund operational and maintenance of the utility and provide for needed investments in technological upgrades and infrastructure rehabilitation and replacement. During the next two years, rehabilitation funds will be used to fund an upcoming "Water Delivery/Fire Flow Upsizing Project" costing approximately \$1,000,000 annually for several years. The project includes identification and analysis of areas in the City (i.e., most likely in the older neighborhoods) that may require larger pipelines to provide fire flows more consistent with current standards. In short, the project will upgrade the fire service and replace pipelines that have reached their service life. The 2 million gallon tank at the water treatment plant is also scheduled for rehabilitation.

Staff recognizes that rate increases can create a financial hardship for some customers. Since a significant portion of water utility bills are based on consumption, a reduction in water use is the best way customers can minimize the financial impact of higher water rates. Water Efficiency staff will continue to work with customers to promote effective water conservation strategies such as identifying and repairing leaks and managing outdoor water use.

Wastewater Utility

Two consecutive annual rate increases are proposed for the wastewater utility (6% in FY17-18

and 6% in FY18-19). The proposed rate increase for wastewater equates to an increase to the average residential wastewater customer of \$2.08 per month for the first year and \$2.21 per month for the second year.

Similar to the water utility, wastewater collection and treatment is subject to myriad regulatory programs, power supply and chemical costs. In the next two years, rehabilitation funds will be used to extend the life of facilities at the Dry Creek Wastewater Treatment Plant (WWTP) and in the City's wastewater collection system. In response to new water quality permit limits, the biological treatment process at the DCWWTP will undergo significant construction during the next two years to allow the process to meet more stringent nitrate removal requirements. Also, work to replace the Supervisory Control and Data Acquisition (SCADA) system at both Pleasant Grove and Dry Creek WWTP's that has been ongoing over the past two years should be completed by the end of the year. This is a significant milestone that updates a major system vital to the successful operation of the WWTP's. In addition to treatment plant improvements, a project is planned each year to repair or replace portions of the wastewater collection system that have sustained damage due to age, tree root intrusion, or other natural forces.

Solid Waste Utility

Two consecutive annual rate increases are proposed for the solid waste utility (2% in FY17-18 and 2% in FY18-19). The proposed rate increases equate to an increase of \$0.47 per month for the first year and \$0.48 per month the second year. Four years have elapsed since the last Solid Waste rate increase. In the interim the utility has been using healthy financial reserves to meet expenses, however that is not sustainable, and a rate increase is needed to adjust revenues to meet actual expenses.

FISCAL IMPACT

The proposed rate increases would result in a cumulative average increase on all three utility bills of about 5.4% percent as of July 1, 2018 and 5.5% as of July 1, 2019. With the proposed rate increase, residential customers would see an estimated increase to their combined utilities bill of \$5.09 per month in the first year, and \$5.42 per month in the second year. The proposed increases in Roseville's water, wastewater, and solid waste rates are still among the lowest in the region, an indicator that the Environmental Utilities Department is accomplishing its mission.

The proposed rate adjustment will result in additional combined revenue of approximately \$6 million to the water utility over the next two fiscal years, approximately \$3.2 million to the wastewater utility, and \$1.1 million to the solid waste utility over the same period.

The proposed rate adjustment maintains the City's position as one of the lowest cost overall service providers in the region; strengthens the City's rehabilitation program; and maintains economic reserves, helping to ensure fiscal soundness and resiliency in the face of upcoming unfunded mandates and regulatory requirements.

ECONOMIC DEVELOPMENT / JOBS CREATED

New positions assumed in the proposed rate increase include, in FY 17/18: one Refuse Truck Driver, two Business Services Senior Analyst positions, one Solid Waste Billing Technician, one Street Sweeping Operator, one Administrative Analyst, one Industrial Waste Technician, one

Preventative Maintenance Supervisor, one Preventative Maintenance Superintendent, and one Interpretive Services Specialist. For FY 18/19, the model assumes one Safety Specialist, one Refuse Truck Driver, one Senior Automation Engineer, and one Administrative Technician.

ENVIRONMENTAL REVIEW

Approval of the proposed utility rates is considered statutorily exempt from CEQA (State CEQA Guidelines section 15273). The project involves the modification, of rates, by a public agency for the purpose of (1) Meeting operating expenses, including employee wage rates and benefits, (2) Purchasing or leasing supplies, equipment, or materials, (3) Meeting financial reserve needs and requirements, and (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas. No further CEQA action is required.

Respectfully Submitted,

Terri Shirhall, Business Services Analyst

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment A: Roseville Municipal Code

Attachment B: Utility Fund Summaries

Attachment C: Peer Review Report

Attachment D: Outreach

Attachment E: Proposition 218 Notice

Attachment F: Environmental Utilities Fiscal Policies

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095
 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTION 14.16.200, 14.16.201
 AND 14.16.230 OF CHAPTER 14.16 OF TITLE OF THE ROSEVILLE MUNICIPAL CODE
 REGARDING PUBLIC UTILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal
 Code is hereby amended to read as follows:

9.12.100 Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or
 residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in
 this section as a refuse fee. Such fixed minimum is based upon service of one call per week,
 irrespective of whether there is any refuse to remove from any premises.

2. Ninety-Gallon Automated Container Service. For each premises assigned a city-
 owned 90-gallon containers (one for household garbage and one for yard clippings and green
waste) and serviced by automated collection, all ~~normal household trash,~~ garbage, and green
wasteyard clippings for collection must be contained within the 90-gallon container(s) with the

lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection for trash; green waste will be collected every other week.

3. Refuse service may be discontinued upon ~~written~~ request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be that identified in Section 9.12.100 Charges for collection. ~~the same for each additional garbage container as the fixed fee for the first container.~~

5. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

6. Rates for Residential Collection. Effective July 1, ~~2015~~2017, and July 1, 2018, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/20175	<u>Effective</u> <u>7/1/2018</u>
Fixed refuse monthly charge <u>(one trash container and one green waste container as identified in Section 9.12.100.A.2)</u>	\$23.40 <u>\$23.87</u>	<u>\$24.35</u>
Each refuse 60- or 90-gallon container service	\$23.40	
Additional empty of a 60- or 90-gallon <u>refuse</u> container	\$15.30 <u>\$15.61</u>	<u>\$15.92</u>
Temporary removal of a residential service	\$46.80	
Move in box pick-up	\$82.75	
Each additional green waste container	\$8.50 <u>\$8.67</u>	<u>\$8.84</u>
Each additional 90-gallon refuse container	\$16.00 <u>\$16.32</u>	<u>\$16.65</u>
Additional empty of a green waste container	\$11.25 <u>\$11.48</u>	<u>\$11.70</u>
Refuse 60- or 90-gallon replacement charge	\$68.37 <u>\$69.74</u>	<u>\$71.13</u>
Fixed fee for the return of a confiscated green waste container due to contamination	\$109.30 <u>\$111.49</u>	<u>\$113.72</u>
<u>Temporary removal of a residential service</u>	<u>\$47.74</u>	<u>\$48.69</u>
<u>Move in box pick-up</u>	<u>\$84.41</u>	<u>\$86.09</u>

Residential Refuse Service	Effective 7/1/20175	<u>Effective</u> <u>7/1/2018</u>
Temporary dumpster delivery and removal <u>and</u> <u>per yard</u> charge <u>(6 yards only)</u>	\$57.10 <u>\$116.99</u>	<u>\$119.33</u>
Temporary dumpster per yard charge	\$9.60	

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(4). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service.

Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.

Temporary commercial services must be charged to a City of Roseville customer utility account.

A “garbage only” account may be requested for temporary services. See Chapter 14.04 Utility Customer Billing, Accounting and Collections for information about establishing a new account.

Timeframe for temporary customer service. Temporary dumpsters for commercial use must be serviced weekly and removed within a 90 day period. It is the customer’s responsibility to schedule services. If a temporary dumpster is not emptied within 7 consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per Section 9.12.100.7: Rates for Commercial Collection.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in subsection (B)(3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the city that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The city can also provide green waste services, if necessary.

The city will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to city service.

6. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

7. Rates for Commercial Collection. Effective ~~August 1, 2011, July 1, 2012 and July 1, 2017, and July 1, 2018~~⁵, the commercial rates on billings shall be as follows:

	Effective	Effective
Frontloader and Rearloader Commercial Services*	<u>7/1/2017-8/1/2011</u>	<u>7/1/2018</u>7/1/2012
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge	\$9.45 <u>\$9.79</u>	\$9.60 <u>\$9.99</u>
Frontloader and rearloader compactor per yard charge	\$17.05 <u>\$17.65</u>	\$17.30 <u>\$18.00</u>
Frontloader and rearloader dumpster extra pick-up per yard charge	\$9.45 <u>\$9.79</u>	\$9.60 <u>\$9.99</u>
Frontloader cardboard dumpster and compactor per yard charge	\$12.55 <u>\$13.01</u>	\$12.75 <u>\$13.27</u>
Frontloader cardboard dumpster and compactor extra pick-up per yard charge	\$2.90 <u>\$3.01</u>	\$2.95 <u>\$3.07</u>

	Effective	<u>Effective</u>
Roll-Off Commercial Open Top and Compactor Services*	<u>7/1/2017</u> 73	<u>7/1/2018</u>

Minimum charge per haul (base rate) without tonnage* All sizes	\$286.00 <u>\$291.72</u>	<u>\$297.55</u>
Roll-off 100% recycling bin	\$156.60 <u>\$159.73</u>	<u>\$162.93</u>

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste

Management Authority. With city department head approval, some entities may pay tonnage charges directly to

Western Placer Waste Management Authority.

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/1/2017<u>2</u>	Effective 7/1/2018<u>3</u>
Frontloader and rearloader temporary dumpster delivery and removal charge	\$57.10 <u>\$58.24</u>	\$57.10 <u>\$59.41</u>
Frontloader and rearloader temporary dumpster per yard charge	\$9.60 <u>\$9.79</u>	\$9.60 <u>\$9.99</u>
Frontloader and rearloader temporary dumpster rental fee per week	\$54.45 <u>\$55.54</u>	\$54.45 <u>\$56.55</u>
Roll-off temporary dumpster minimum charge per haul (base rate)	\$300.15 <u>\$291.72</u>	\$286.00 <u>\$297.55</u>
Tonnage (per ton charge)*		-

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/1/2017²	Effective 7/1/2018³
Roll-off temporary dumpster rental fee per week	\$98.70 <u>\$100.67</u>	\$98.70 <u>\$102.69</u>

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 8/1/2011<u>7/1/2017</u>	Effective 7/1/2018²
Standby service charge per occurrence	\$46.60 <u>\$48.25</u>	\$47.30 <u>\$49.21</u>
Emergency after hours call out service charge per occurrence	\$145.60 <u>\$150.76</u>	\$147.80 <u>\$153.77</u>
Fixed monthly commercial charge	\$25.85 <u>\$26.78</u>	\$26.25 <u>\$27.31</u>
60- or 90-gallon automated container monthly charge	\$23.05 <u>\$23.87</u>	\$23.40 <u>\$24.35</u>
Commercial bin assistance charge per occurrence	\$40.75 <u>\$42.18</u>	\$41.35 <u>\$43.02</u>

Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$15.00 <u>\$15.61</u>	\$15.25 <u>\$15.92</u>
Compactor cleaning	Minimum 2.5 hours labor cost	
Compactor lock replacement	0.5 hours of labor cost plus \$8.00 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

** Green waste containers available only in limited areas.

C. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	<u>Cost per 1,000 square feet of building area or per dwelling unit</u> <u>Effective 7/1/2017</u>	<u>Cost per 1,000 square feet of building area or per dwelling unit</u> <u>Effective 7/1/2018</u>	
Tier 1: \$5.48 <u>Cost per</u>	<u>\$5.59</u>	<u>\$5.70</u>	Tier 1 includes business types that are determined

1,000 square feet of building area or per dwelling unit			low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: \$22.12 Cost per 1,000 square feet of building area	<u>\$22.56</u>	<u>\$23.01</u>	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: \$46.72 Cost	<u>\$47.65</u>	<u>\$48.61</u>	Tier 3 includes business types that are determined

per 1,000 square feet of building area			high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/ bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).
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D. Rates for Commercial Organic Waste Collection. Effective ~~May~~July 1, 201~~7~~6 and ~~January~~July 1, 201~~8~~7, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective <u>7/1/2017</u>5/1/2016)	<u>Minimum Monthly Charge</u> (Effective <u>7/1/2018</u>)
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0-4 yards	\$149.95 <u>\$152.95</u>	<u>\$156.01</u>
5 yards	\$187.45 <u>\$191.20</u>	<u>\$195.02</u>
6 yards	\$224.90 <u>\$229.40</u>	<u>\$233.99</u>
7 yards	\$262.50 <u>\$267.75</u>	<u>\$273.11</u>
8 yards	\$299.90 <u>\$305.90</u>	<u>\$312.02</u>
9 yards	\$337.35 <u>\$344.10</u>	<u>\$350.98</u>
10 yards	\$374.85 <u>\$382.35</u>	<u>\$389.99</u>
11 yards	\$412.45 <u>\$420.70</u>	<u>\$429.11</u>
12 yards	\$449.80 <u>\$458.80</u>	<u>\$467.97</u>
Extra pickup for one yard bin or cart equivalent	\$56.25 <u>\$57.38</u>	<u>\$58.52</u>
Extra pickup for two yard bin or cart equivalent	\$75.00 <u>\$76.50</u>	<u>\$78.03</u>
	(Effective 4/1/2017<u>7/1/2017</u>)	<u>(Effective 7/1/2018)</u>
0-2 yards	\$75.00 <u>\$76.50</u>	<u>\$78.03</u>

SECTION 2. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.090 Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective ~~February 8~~July 1, 2017~~6~~ and July 1, 2018~~6~~, the monthly quantity rates on billings shall be as follows:

		Inside City Service Area (per 100 cu. ft.)*	
		Effective 2/8/2016 <u>7/1/2017</u>	Effective 7/1/201 86
1.	Potable water usage (per 100 cubic feet)	\$0.97 <u>\$1.17</u>	\$1.09 <u>\$1.25</u>
2.	Recycled water usage (per 100 cubic feet)	\$0.49 <u>\$0.59</u>	\$0.63 <u>\$0.55</u>

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

B. Monthly Service Charges. Effective ~~February 8~~ July 1, 201~~76~~ and July 1, 201~~86~~, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Inside City Service Area*	
		Effective 2/8/2016 <u>7/1/2017</u>	Effective 7/1/201 86
Up to 3/4	30	\$20.69 <u>\$24.79</u>	\$23.17 <u>\$26.53</u>
1	50	\$32.96 <u>\$39.50</u>	\$36.92 <u>\$42.27</u>

1-1/2	100	\$63.36 <u>\$75.93</u>	\$70.96 <u>\$81.24</u>
2		\$99.99 <u>\$119.83</u>	\$111.99 <u>\$128.22</u>
3		\$185.51 <u>\$221.31</u>	\$207.77 <u>\$237.88</u>
4		\$307.66 <u>\$368.70</u>	\$344.58 <u>\$394.51</u>
6		\$612.75 <u>\$734.32</u>	\$686.28 <u>\$785.72</u>
8		\$979.02 <u>\$1,173.26</u>	\$1,096.50 <u>\$1,255.38</u>
10		\$1,406.44 <u>\$1,685.47</u>	\$1,575.21 <u>\$1,803.46</u>

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions.

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

2. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the

environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.120, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.120.

SECTION 3. Section 14.08.095 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.095 Water rate surcharge and excess water use charge.

Effective on billings as of May 1, 2009, all quantity rates identified in Section 14.08.090, but not recycled water, will be subject to the water shortage surcharges and excess water use

charges identified as follows when the drought stages identified and set forth in Sections 14.09.070 through 14.09.110 are declared, provided that the city manager determines that imposition of such charges is required under the identified drought stage.

Summary of Water Shortage Rate Charges			
Stage	Water Use Restriction	Water Shortage Surcharge (*1)	Excess Water Use Charge (*2)
First Year of a Water Shortage			
Stage 1	10%	None	None
Stage 2	20%	15%	None
Stage 3	30%	33%	25%
Stage 4	40%	45%	50%
Stage 5	50%	60%	100%
Subsequent Year(s) of a Water Shortage			
Stage 1	10%	15%	None
Stage 2	20%	20%	25%
Stage 3	30%	40%	50%

Stage 4	40%	50%	100%
Stage 5	50%	75%	200%

Notes:

- (*1) The water shortage surcharge (identified hereafter) shall be added to all quantity rates identified in Section 14.08.090 as applicable, according to drought stage.
- (*2) In addition to the applicable water shortage surcharge, an excess water use charge shall be added to ~~Tier 3-~~ and ~~Tier 4-~~ water quantity rates identified in Section 14.08.090, according to drought stage.

SECTION 4. Section 14.08.100 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.100 Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 1, 2017~~6~~, and July 1, 2018, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Inside City Service Area		
	Effective- 7/1/2013	Effective 7/1/201 <u>7</u> 4	Effective 7/1/201 <u>8</u> 6
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	\$23.10	\$23.70 <u>\$28.41</u>	\$26.55 <u>\$30.40</u>
Single-family lots 4,901 to 8,900 square feet	\$30.25	\$31.00 <u>\$37.13</u>	\$34.70 <u>\$39.73</u>
Single-family lots 8,901 to 12,000 square feet	\$37.70	\$38.65 <u>\$46.33</u>	\$43.30 <u>\$49.57</u>
Single-family lots 12,001 to 15,000 square feet	\$44.85	\$45.95 <u>\$55.05</u>	\$51.45 <u>\$58.91</u>

Single-family lots existing before July 1, 1977, which are in excess of 15,000 square feet	\$44.25	\$45.35 <u>\$54.36</u>	\$50.80 <u>\$58.16</u>
For each 1,000 square feet or portion over 15,000 square feet	\$2.36	\$2.42 <u>\$2.89</u>	\$2.70 <u>\$3.09</u>
Mobile home parks, per living unit	\$21.40	\$21.95 <u>\$26.32</u>	\$24.60 <u>\$28.16</u>
All those single-family lots over 15,000 square feet, created on or after July 1, 1977, shall be metered pursuant to Section 14.08.105	-	-	-

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

SECTION 5. Section 14.16.200 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.200 Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

A. The monthly sewer charge shall be ~~\$36.7832.60~~ per sewer unit, effective on billings as of July 1, 201~~75~~, and ~~\$38.9934.70~~ per sewer unit, effective on billings as of July 1, 201~~86~~.

B. The monthly sewer service charges for those located outside of the city limits shall be 10 percent higher than the monthly sewer charges for those located inside city limits.

SECTION 6. Section 14.16.201 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.201 Sacramento Regional County Sanitation District monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the Sacramento Regional County District's sewer system and located within Roseville city limits. Effective ~~August 1, 2011~~ July 1, 2017, the ~~charge on billings shall be as follows:~~

~~—The monthly sewer charge shall be \$36.7832.62 per sewer unit. Effective July 1, 2018,~~
the monthly sewer charge shall be \$38.99.

SECTION 7. Section 14.16.230 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby ~~\$36.~~ amended to read as follows:

14.16.230 Determination of high-strength metered commercial or industrial monthly sewer units.

For purposes of this article, monthly sewer units for high-strength metered commercial or industrial users shall be determined as follows:

$$\begin{aligned} \text{Sewer units} &= (\text{monthly discharge volume} \\ &= \text{c.f./1000}) \times (0.34 + (\text{BOD}/200) \\ &\quad \times 0.33 + (\text{TSS}/200) \times 0.33) \end{aligned}$$

In addition, special treatment and/or handling costs may be added as determined by the environmental utilities director.

SECTION 8. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption or on July 1, 2017, whichever occurs later.

SECTION 9. 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

WATER OPERATIONS FUND

	BUDGET 2016-2017	PROJECTED 2017-2018	PROJECTED 2018-2019
ESTIMATED OPERATING REVENUES			
Water Sales and Services	\$ 25,613,000	27,680,000	29,914,000
Other Water Sales and Services	30,000	30,000	30,000
Inspection and Plan Check Fees	3,000	3,000	3,000
Recycled Water Services	-	580,750	586,558
Interest	157,095	52,735	52,735
Other Revenue	7,500	7,500	7,500
Contribution from Water Construction Fund	310,000	-	-
Wastewater Operations Fund	39,667	60,350	61,557
Solid Waste Fund	39,667	60,350	61,557
Indirect Cost (from EU Technical Services Fund)	214,164	427,293	438,709
Indirect Cost (From Wastewater, Solid Waste and EU Technical Services Funds)	251,912	421,591	425,827
Indirect Cost (From Wastewater and Solid Waste Operations Funds)	1,033,090	2,142,170	2,206,430
Total Estimated Operating Revenues and Transfers In	27,699,094	31,465,739	33,787,872
LESS ESTIMATED OPERATING EXPENDITURES			
Administration	2,174,810	3,570,283	3,677,383
Asset Management	418,911	702,651	709,711
Water Treatment And Storage	3,314,067	3,354,786	3,423,386
Purchased Water	1,871,526	1,718,061	1,752,422
Water Administration	1,158,799	1,427,827	1,537,093
Water Distribution	6,185,570	6,353,169	6,486,849
Water Efficiency	2,181,156	1,988,720	2,019,420
EU Outreach	280,500	349,350	356,337
Recycled Water	-	549,069	567,952
Debt Service	-	350,000	350,000
Utility Exploration Center - Operations	120,798	142,257	171,468
Utility Exploration Center - Program Tours	7,000	8,000	9,000
Water Rate Stabilization Fund	1,150,000	500,000	500,000
Water Rehabilitation Fund	3,000,000	3,500,000	3,500,000
Utility Impact Reimbursement Fund	736,100	754,503	754,503
Rent Payment	362,598	361,391	359,771
Post-Retirement Insurance/Accrual Fund	309,771	355,000	400,000
Indirect Cost - EU Technical Services	1,145,869	1,473,430	1,560,198
Indirect Cost	2,425,728	2,547,014	2,674,365
Automotive Replacement Fund	349,727	-	-
Contingency	-	1,127,661	1,199,896
General Fund Nexus Study (If approved)	-	912,152	936,768
Total Estimated Operating Expenditures	27,192,930	32,045,323	32,946,522
ESTIMATED CAPITAL, DEBT, AND NON-RECURRING REVENUES			
Installation Tap	85,000	111,000	111,000
Backflow Device Repair and Test	35,000	35,000	35,000
New Water Meter Installation	298,300	298,300	298,300
Total Estimated Non-Operating Revenues	418,300	444,300	444,300
LESS ESTIMATED CAPITAL, DEBT, AND NON-RECURRING EXPENDITURES			
Capital Improvement Projects	1,200,000	816,000	832,320
Utility Exploration Center Fund	16,667	16,667	33,333
Water Rehabilitation Fund - General Fund CIP Rehab	98,402	99,609	101,229
Water Technology Replacement	250,000	250,000	250,000
Wastewater Operations	100,000	666,667	666,667
Water Construction Fund	108,350	113,350	113,350
Total Estimated Capital Expenditures	1,773,419	1,962,293	1,996,899
Increase (Decrease) from Operations	(848,955)	(2,097,577)	(711,249)
Estimated Beginning Fund Balance Without Inventory	9,791,694	8,942,739	6,845,163
Plus Estimated Inventory	449,790	449,790	449,790
Total Estimated Beginning Fund Balance	10,241,484	9,392,529	7,294,953
Increase (Decrease) from Operations	(848,955)	(2,097,577)	(711,249)
Less Operating Carryover	-	-	-
Less CIP Carryover	-	-	-
Estimated Ending Fund Balance Before Emergency Reserve	9,392,529	7,294,953	6,583,704
Less Emergency Reserve	(6,798,200)	(7,294,953)	(6,583,704)
Estimated Unrestricted Ending Fund Balance	\$ 2,594,329	\$ -	\$ -

WASTEWATER OPERATIONS FUND

	BUDGET 2016-2017	PROJECTED 2017-2018	PROJECTED 2018-2019
ESTIMATED OPERATING REVENUES			
Inspection and Plan Check Fees	\$ 60,000	\$ 60,000	\$ 60,000
Industrial Wastewater Treatment Charges	170,000	170,000	170,000
Reimbursed Wastewater Operating Costs	6,975,105	6,976,478	7,054,539
Wastewater Services	26,426,000	28,292,000	30,289,000
Recycled Water Services	575,000	-	-
Wastewater Rehabilitation Fund	1,321,906	416,160	424,483
From Other Agencies	130,143	-	-
Interest	172,728	172,728	172,728
Miscellaneous	7,500	-	-
Total Estimated Operating Revenues and Transfers In	35,838,382	36,087,366	38,170,751
LESS ESTIMATED OPERATING EXPENDITURES			
Wastewater Administration	911,916	1,158,782	1,246,734
Dry Creek Wastewater Treatment Plant	7,110,777	7,318,781	7,415,859
EU Maintenance	1,687,891	1,490,406	1,758,627
Industrial Treatment	386,662	412,418	534,113
Environmental Treatment Lab	698,280	949,241	872,593
Pleasant Grove Wastewater Treatment Plant	6,838,837	6,944,572	7,077,931
Wastewater Collection	5,245,157	5,278,294	5,564,688
Recycled Water	537,110	-	-
EU Outreach	63,500	89,250	90,984
Utility Exploration Center - Operations	120,798	142,257	171,468
Utility Exploration Center - Program Tours	7,000	8,000	9,000
Post-Retirement Insurance/Accrual Fund	384,046	468,000	538,000
Wastewater Rate Stabilization Fund	975,000	1,250,000	1,250,000
Wastewater Rehabilitation Fund	6,500,000	7,500,000	7,750,000
Utility Impact Reimbursement Fund	669,800	686,545	686,545
Rent Payment	39,327	39,196	39,021
Automotive Replacement Fund	447,720	-	-
Indirect Cost	2,186,211	2,295,522	2,410,298
Indirect Cost - EU Asset Management	125,956	210,795	212,913
Indirect Cost - Environmental Utilities	516,545	1,071,085	1,103,215
Indirect Cost - EU Technical Services	920,191	1,379,771	1,461,023
Contingency	-	816,000	832,320
General Fund Nexus Study (If approved)	-	1,209,751	1,263,264
Total Estimated Operating Expenditures	36,372,724	40,718,666	42,288,597
ESTIMATED CAPITAL, DEBT, AND NON-RECURRING REVENUES			
Installation Tap	44,000	18,000	18,000
Solid Waste Operations Fund	100,000	666,666	666,666
Water Operations Fund	100,000	666,667	666,667
Wastewater Rehabilitation Fund	494,052	-	-
Total Estimated Non-Operating Revenues	738,052	1,351,333	1,351,333
LESS ESTIMATED CAPITAL, DEBT, AND NON-RECURRING EXPENDITURES			
Capital Improvement Projects	1,080,000	-	-
General Fund - CIP Contribution	47,515	-	-
Wastewater Rehabilitation Fund - General Fund CIP Rehab	10,673	10,804	10,979
Wastewater Technology Replacement	250,000	250,000	250,000
Water Operations Fund	39,667	60,350	61,557
Utility Exploration Center Fund	16,667	16,667	33,333
Total Estimated Capital Expenditures	1,444,522	337,821	355,870
Increase (Decrease) from Operations	(1,240,812)	(3,617,788)	(3,122,383)
Estimated Beginning Fund Balance Without Inventory	17,199,401	15,958,589	12,340,801
Plus Estimated Inventory	4,695	4,695	4,695
Total Estimated Beginning Fund Balance	17,204,096	15,963,284	12,345,496
Increase (Decrease) from Operations	(1,240,812)	(3,617,788)	(3,122,383)
Less Operating Carryover	-	-	-
Less CIP Carryover	-	-	-
Estimated Ending Fund Balance Before Emergency Reserve	15,963,284	12,345,496	9,223,113
Less Emergency Reserve	(9,093,200)	(10,179,700)	(9,223,113)
Estimated Unrestricted Ending Fund Balance	\$ 6,870,084	\$ 2,165,797	\$ -

SOLID WASTE OPERATIONS FUND

	BUDGET 2016-2017	PROJECTED 2017-2018	PROJECTED 2018-2019
ESTIMATED OPERATING REVENUES			
Rental Revenue	1,875	1,836	1,873
Refuse Services	21,328,000	21,972,000	22,636,000
Other Refuse Service Charges	41,620	40,800	47,031
Recycling Revenue	320,000	303,000	306,030
State Bonds and Grants	15,000	15,000	-
Interest	180,272	-	-
Miscellaneous	3,000	3,000	3,000
Other	-	-	2,319
Total Estimated Operating Revenues and Transfers In	21,889,767	22,335,636	22,996,253
LESS ESTIMATED OPERATING EXPENDITURES			
Solid Waste Administration	919,719	1,180,725	1,208,618
Solid Waste Collection and Disposal	7,918,724	8,258,702	8,380,001
Tipping Fee	6,650,000	6,716,500	6,716,500
Recycling	691,678	700,324	869,769
Green Waste Program	1,744,993	1,764,826	1,795,126
Organic Waste Program	236,150	473,253	480,371
Street Sweeping	1,203,185	1,320,327	1,338,282
EU Outreach	135,000	150,450	153,408
Utility Exploration Center - Operations	120,798	142,257	171,468
Utility Exploration Center - Program Tours	7,000	8,000	9,000
Post-Retirement Insurance/Accrual Fund	212,041	506,000	564,000
Utility Impact Reimbursement Fund	294,100	301,453	301,453
Rent Payment	145,511	145,027	144,377
Solid Waste Rehabilitation Fund	200,000	200,000	300,000
Solid Waste Rate Stabilization Fund	200,000	350,000	100,000
Indirect Cost	1,653,083	1,735,737	2,199,823
Indirect Cost - EU Asset Management	125,956	210,795	212,913
Indirect Cost - Environmental Utilities	516,545	1,071,085	1,103,215
Indirect Cost - EU Technical Services	146,469	248,104	262,715
Automotive Replacement Fund	560,364	-	-
General Fund Nexus Study (If approved)	-	369,978	377,299
Total Estimated Operating Expenditures	23,681,316	25,853,543	26,688,337
ESTIMATED CAPITAL, DEBT, AND NON-RECURRING REVENUES			
Total Estimated Non-Operating Revenues	-	-	-
LESS ESTIMATED CAPITAL, DEBT, AND NON-RECURRING EXPENDITURES			
General Fund - CIP Contribution	14,940	-	-
Solid Waste Rehabilitation Fund - General Fund CIP Rehab	39,489	39,973	40,623
Utility Exploration Center Fund	16,666	16,667	33,334
Wastewater Operations	100,000	666,666	666,666
Water Operations Fund	39,666	60,350	61,557
Solid Waste Technology Replacement	225,000	225,000	225,000
Interfund Loan Principal Payment to Wastewater Rehabilitation Fund	57,817	-	-
Total Estimated Capital Expenditures	493,578	1,008,656	1,027,180
Increase (Decrease) from Operations	(2,285,127)	(4,526,563)	(4,719,264)
Estimated Beginning Fund Balance Without Inventory	15,584,123	13,298,996	8,772,433
Plus Estimated Inventory	123,786	123,786	123,786
Total Estimated Beginning Fund Balance	15,707,909	13,422,782	8,896,219
Increase (Decrease) from Operations	(2,285,127)	(4,526,563)	(4,719,264)
Less Operating Carryover	-	-	-
Less CIP Carryover	-	-	-
Estimated Ending Fund Balance Before Emergency Reserve	13,422,782	8,896,219	4,176,954
Less Emergency Reserve	(5,920,300)	(6,463,400)	(4,176,954)
Estimated Unrestricted Ending Fund Balance	\$ 7,502,482	\$ 2,432,819	\$ -



THE REED GROUP, INC.

December 7, 2016

Terri Shirhall
Department of Environmental Utilities
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Subject: Environmental Utilities Rate Update – Peer Review

Dear Terri,

As you know, since 1999 The Reed Group, Inc. has assisted the Environmental Utilities Department with a variety of utility rate and cost of service studies. Most often, The Reed Group has assisted Department staff with the biennial review and update of water, wastewater, and solid waste rates. Because staff members have complete capability in financial planning and determination of revenue needs, our role has often been one of peer review. Departmental staff members have developed sophisticated models for evaluating current and estimated future costs, assessing the potential financial impact of various rate scenarios, and developing specific rate recommendations.

This letter is intended to summarize the results of the peer review for the 2017 rate setting process related to water, wastewater, and solid waste services.

Financial Analyses and Rate Recommendations

The City's budget and financial planning model has been extended to cover a 10-year planning period from FY 17-18 through FY 26-27. This planning period enables the City to anticipate and evaluate the longer-term needs of the utilities, limit rate increases, and plan for the future. Even though rate recommendations cover just a two-year period, it is helpful and informative to have the longer planning horizon in assessing the impacts of near-term decisions. One of the goals of the current financial planning process is to provide a path for gradually building financial reserves consistent with the Environmental Utilities' Financial Management Policy adopted in April 2015. It is staff's desire to gradually build the reserves for each utility so as to limit annual rate adjustments.



Based on budgetary and financial analyses for each of the utilities, the following annual rate adjustments have been developed using the rate model for the next five years. As with past practice, the City plans to only adopt new utility rates for a two-year period, and the focus of analysis has been on a five-year planning period (rather than the complete ten-year planning period). Typically, conditions change sufficiently within a few years such that estimates toward the end of the planning period become less reliable.

	Estimated Annual Rate Increases			
	Water	Wastewater	Solid Waste	Aggregate ¹
FY 17-18	7.0%	6.0%	2.0%	5.6%
FY 18-19	7.0%	6.0%	2.0%	5.5%
FY 19-20	3.0%	7.0%	7.5%	5.4%
FY 20-21	1.0%	7.0%	8.0%	4.5%
FY 21-22	1.0%	3.0%	9.0%	3.5%

In aggregate, the proposed utility rate adjustments will result in utility bills that increase by about 5.5 percent each year. While it may be desirable to limit rate increases to the pace of general inflation, it is important to recognize (and remind customers and decision makers) that utility operations are heavily regulated and utility services are capital intensive. As a result, changes in utility costs generally bear little resemblance to general inflation. Allowing a perception that utility costs can or should be related to general inflation sets the stage for misguided expectations.

Utility Costs, Revenue Needs, and Financial Stability

The anticipated financial needs of the water, wastewater, and solid waste utilities over the ten-year planning period are summarized as follows:

- Total water system operating costs and transfers are estimated to increase from about \$33.9 million in FY 17-18 to \$41.0 million in FY 26-27, an average increase of 2.1 percent per year.
- Total wastewater system operating costs and transfers are estimated to increase from about \$40.3 million in FY 17-18 to \$53.1 million in FY 26-27, an average increase of 3.1 percent per year.
- Total solid waste operating costs and transfers are estimated to increase from about \$26.7 million in FY 17-18 to \$36.4 million in FY 26-27, an average increase of 3.5 percent per year.

¹ Reflects the increase of a monthly utility bill combining water, wastewater, and solid waste services for a typical single family residential customer using 19 CCF of water per month.



The utilities are being affected by significant and rapidly growing indirect and administrative costs as well as post-retirement benefit obligations. The Department will also be gradually adding to financial reserves as it works to reach the target thresholds contained in the Financial Management Policy adopted by the City in April 2015.

The Environmental Utilities Department continues to increase funding for capital replacement and rehabilitation needs in the wastewater utility. The amount of the transfer is based on the long-term replacement needs of the utility. The annual transfer for the wastewater utility is planned to grow from \$6.5 million in FY 17-18 to \$8.5 million in FY 26-27. Funding for long-term capital replacement has reached a plateau in the water utility at \$3.5 million per year; the solid waste utility is not as capital-intensive as the water and wastewater utilities, and replacement/rehabilitation needs are not as significant a financial factor for the utility.

Cost of Service Analysis Supporting the Utility Rate Structures

California courts have determined that water, wastewater, and solid waste rates are property related fees, as defined in the California Constitution under Article XIID, Section 6, which was passed by voters in 1996 as part of Proposition 218. Section 6(b) of Article XIID established cost of service requirements for existing, new, or increases fees and charges. The specific requirements in Section 6(b) include:

1. Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service.
2. Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.
3. The amount of the fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.
4. No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential use or future use of a service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with Section 4 of this Article.
5. No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library service where the service is available to the public at large in substantially the same manner as it is to the property owner.

The legal environment affecting utility rates continues to be in a state of flux due to recent and continuing court decisions related to Proposition 218. It is advised that the City monitor these developments and regularly review the cost of service justification for the overall rate structure and individual rate components. As part of this peer review of the City's water, wastewater,



and solid waste rates for FY 17-18 and FY 18-19, The Reed Group offers the following comments²:

- **Water Rates** – In 2015, The Reed Group conducted a water rate study and assisted the City in adopting new water rates consistent with legal requirements and a recent court decisions. Staff's proposed water rates for FY 17-18 and FY 18-19 continue the same water rate structure that was developed in 2015. The entire rate schedule has been adjusted to meet anticipated revenue needs, based on the City's financial analysis. As such, it is our opinion that the proposed water rates continue to meet the cost of service requirements contained in Article XIID of the California Constitution and related court decisions.
- **Wastewater Rates** – This peer review of included a review of the City's wastewater rate structure, and compliance with cost of service requirements. The City's current wastewater rate structure includes a fixed monthly service charge for residential customers (up to four dwelling units), and monthly wastewater charges based on water usage for multi-family and non-residential customers. The charges for residential customers are based on estimated average wastewater flow attributable to each residential customer. The charges for multi-family and non-residential customers are subject to a minimum charge equivalent to the charge for single family homes. There are also a small number of non-residential accounts subject to a 20 percent high strength surcharge due to the characteristics of waste discharges. It appears, from this cursory review, that the City's wastewater rates generally reflect an allocation of wastewater costs based on estimated wastewater flow generated by each customer in compliance with legal requirements.
- **Solid Waste Rates** – Environmental Utilities staff have historically analyzed the costs of providing solid waste services and in developing appropriate charges for various types of solid waste services. In past peer reviews, The Reed Group reviewed staff's analyses and found that the City's solid waste rates reflected a reasonable distribution of costs to customers based on the various types of service provided. While such a review was not repeated during this peer review, The Reed Group believes Environmental Utilities staff are adept at determining appropriate solid waste rates in compliance with legal requirements.

* * * * *

Once again, in general the proposed utility rate recommendations for FY 17-18 and FY 18-19 appear both sound and reasonable. Proposed rates should provide sufficient revenues to meet each utility's financial and service obligations, and proposed rate schedules appear consistent with cost of service requirements and reasonable rate-setting practices.

² The Reed Group, Inc. is not a law firm, and comments provided herein are based on knowledge and experience as a utility rate consultant. Information in this review should not be interpreted as legal opinion or advice, and the City's legal counsel should review study recommendations.



As always, I enjoy working with the Environmental Utilities Department on utility rate and financial issues. The task is made easier by the thoroughness of the financial analyses performed by Departmental staff.

I appreciate the opportunity to be of continued service to the City.

Sincerely,

Robert Reed
The Reed Group, Inc.

EU Proposed Rates Outreach for FY 2018 & FY 2019

Outreach Event	Date/Timeframe
Website/Social Media/Email/Media Relations	March and Ongoing
Proposition 218 Notice	Sent March 1 (45 days+ prior to scheduled public hearing)
Met with Largest Customers (including Kaiser Permanente, Westfield Galleria, TSI Semiconductors)	Month of February 2017
RCONA Board	February 16, 2017
Downtown Merchants Assoc.	February 22, 2017
Sun City Governmental Affairs Committee	March 14, 2017
Public Workshops	March 14 and March 16
PUC	March 28, 2017
City Council (Public Hearing)	May 3, 2017



CUSTOMER NOTIFICATION OF TWO-YEAR RATE INCREASES

PROPOSITION 218

NOTIFICATION TO PROPERTY OWNERS OF PUBLIC
HEARING ON PROPOSED WATER, WASTEWATER,
AND SOLID WASTE RATE INCREASES.

NOTICE IS HEREBY GIVEN that the City of Roseville will hold a public hearing on Wednesday, May 3rd, 2017 at 7:00 p.m. in the City Council Chambers at 311 Vernon Street, Roseville, California, to consider adoption of proposed increases to rates for water, wastewater, and solid waste utility services. Reasons for the proposed rate increases, and instructions for protesting the rate increases are described in more detail below.

WHAT DO WATER, WASTEWATER, AND SOLID WASTE RATES FUND?

The City provides water, wastewater (sewer), and solid waste (refuse) service to over 40,000 customers (residential and commercial). The City Charter requires all the City's utilities to be financially self-sufficient. Monthly rates paid by customers are the primary source of revenue. Revenue is not used for other general government purposes. Revenue is used solely to fund operational costs of the utilities, such as purchasing raw water, energy, chemicals, rehabilitation and replacement of infrastructure, maintenance, regulatory compliance, and salaries. Utility rates are calculated based on the cost to provide services.

For more information about water, wastewater, and solid waste rates and services, please call (916) 774-5300.

PROPOSED CHANGES TO WATER, WASTEWATER AND SOLID WASTE RATES:

An increase in the rates is necessary to recover sufficient revenues to operate and maintain the water, wastewater, and solid waste utilities. The proposed rate increases are needed due to the increasing operational costs of maintenance, technology, rehabilitation, labor, energy, fuel, chemicals, regulatory compliance, and building optimal financial reserves. If approved, rate increases would become effective on July 1, 2017 and subsequently July 1, 2018.

An example of the impact to utility bills for a typical single family home is shown in Table 1: Proposed Rate Increases 2017-2019 - Impact on Typical Residential Customer.

COMPLIANCE WITH PROPOSITION 218:

In 1996 California voters approved Proposition 218, which amended the state constitution relating to passage of property related fees. Proposition 218 requires the City to inform property owners and rate payers that 1) proposed rate increases are being considered; 2) clearly demonstrate the basis on which the rates are calculated; and 3) hold a public hearing at least 45 days after public notification. Utility rate increases are subject to majority protest. If a majority of impacted property owners submit written protests, the proposed rate increases cannot be adopted. Written protests must include the owner name and address of the impacted property (or Assessor's Parcel number), which proposed utility service rate adjustment is being protested, and property owner signature.

Written protests can be hand delivered or mailed to the **City of Roseville City Clerk, 311 Vernon Street, Roseville CA 95678** on or before the public hearing date, or in person at the public hearing on the date and time specified above.

COMPLETE RATE SCHEDULES AND PROPOSED INCREASES FOR EACH APPLICABLE UTILITY ARE SHOWN ON THE NEXT PAGE



LONG-RANGE UTILITY PLANNING HELPS ROSEVILLE BOTH NOW AND INTO THE FUTURE

When you turn the tap for water, flush your toilet, or pull the garbage can out for pick-up, these essential utility services started with a thoughtful plan years ago to identify system requirements and funding needs to keep those services going. A key component of maintaining service reliability is Environmental Utilities' long-range utility planning. This effort ensures that current infrastructure remains well-kept and we grow that same system over time to handle future service demands.

Environmental Utilities runs a major multi-million dollar capital improvement and utility rehabilitation program – a compilation of infrastructure and major maintenance projects designed to enhance, expand, and preserve the infrastructure so that you receive reliable utility services daily.

In any given year, Environmental Utilities manages dozens of projects, which includes planning studies, condition assessments, and engineering design. Staff also constructs new facilities and rehabilitates or replaces infrastructure across all three utility services.

Staff prioritizes these projects based on meeting public safety objectives, preventing extensive and costly maintenance requirements, replacing infrastructure that has gone beyond its useful life, and refurbishing or improving utility systems to maintain reliable services. This proactive approach keeps the integrity of Roseville's utility systems high and your utility rates low.

HOW WE FUND PROJECTS

Environmental Utilities fund these projects using a variety of sources, including:

- A portion of your monthly utility bill for rehabilitation of existing infrastructure
- Developer impact fees that increase capacity for new development and new service demands
- Grants and long-term debt financing to either offset other funding sources or finance large improvement projects over time

By planning and budgeting for these long-term projects over a 10 year horizon, we can create a savings account and secure grant funding to pay for many of the projects without having to borrow money with interest.

OUR PLANNING STARTS EARLY

We contemplate projects years or decades before we need to implement them because many of these projects are costly and we want to pay for them without incurring debt. As part of this effort, we also identify needed infrastructure improvements based on analysis and assessment to ensure that rehabilitation projects mitigate against undisrupted service and expansion projects are completed in time for increased service demands.

FOR MORE INFORMATION ABOUT WATER, WASTEWATER, AND SOLID WASTE RATES AND SERVICES,
VISIT ROSEVILLE.CA.US/EU OR CALL (916) 774-5300.

TABLE 1: PROPOSED RATE INCREASES 2017-2019 – IMPACT ON TYPICAL RESIDENTIAL CUSTOMER ⁽¹⁾

	Current FY 16/17 Bill	Approximate Proposed FY 17/18 Rate Adjustment ⁽²⁾	FY17/18 Estimated Increase (eff.7/1/17)	FY 17/18 Estimated Bill	Approximate Proposed FY 18/19 Rate Adjustment ⁽²⁾	FY18/19 Estimated Increase (eff.7/1/18)	FY 18/19 Estimated Bill
Water	\$36.25	7%	\$2.54	\$38.79	7%	\$2.74	\$41.53
Wastewater	\$34.70	6%	\$2.08	\$36.78	6%	\$2.21	\$38.99
Solid Waste	\$23.40	2%	\$0.47	\$23.87	2%	\$0.48	\$24.35
Total⁽²⁾	\$94.35	5.4%	\$5.09	\$99.44	5.5%	\$5.42	\$104.86

(1) Rates are for a typical residential customer who uses 1,200 cubic feet of water per month, flat rate sewer, single 90 gallon refuse bin, and single 90 gallon green waste bin.

(2) Rate adjustments are approximate. Actual charges may vary due to rounding.

WATER: In July 2017, an average single family home with typical water usage can expect their monthly water bill to increase about \$2.54 a month, from about \$36.25 to \$38.79. An increase in July 2018 would increase the bill about \$2.74 to \$41.53. The proposed City of Roseville water rate adjustments do not apply to customers receiving water utility bills from the Placer County Water Agency or San Juan Water District. Water rate adjustments reflect increasing costs of regulatory requirements, power and chemicals, and maintaining financial reserves.

WASTEWATER: In July 2017, a typical single family home can expect their monthly wastewater bill to increase \$2.08 a month, from \$34.70 to \$36.78. An increase in July 2018 would increase the bill \$2.21 to \$38.99. Wastewater rate adjustments reflect increasing costs of technological improvements, regulatory requirements, power and chemical costs, and organizational changes.

SOLID WASTE: In July 2017, the monthly rate for typical home service will increase from \$23.40 per month to \$23.87. An increase in July 2018 would increase the bill to \$24.35. The Solid Waste utility has incurred increased costs due to increased tipping fees, and requirements to comply with unfunded state mandated organics collection, and storm water quality regulations.

IMPACT ON COMMERCIAL CUSTOMER BILLS: Commercial water and wastewater rates vary by type of customer. Water and wastewater rates will increase by the same proportion as increases in the residential category.

Residential Refuse Service	Current	Effective 7/1/2017	Effective 7/1/2018
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100.A.2)	\$23.40	\$23.87	\$24.35
Additional empty of a 60- or 90-gallon container	\$15.30	\$15.61	\$15.92
Each additional green waste container	\$8.50	\$8.67	\$8.84
Each additional 90-gallon refuse container	\$16.00	\$16.32	\$16.65
Additional empty of a green waste container	\$11.25	\$11.48	\$11.70
Refuse 60- or 90-gallon replacement charge	\$68.37	\$69.74	\$71.13
Fixed fee for the return of a confiscated green waste container due to contamination	\$109.30	\$111.49	\$113.72
Temporary removal of a residential service	\$46.80	\$47.74	\$48.69
Move in box pick-up	\$82.75	\$84.41	\$86.09
Temporary dumpster delivery and removal and per yard charge (6 yards only)	\$57.10	\$116.99	\$119.33

Commercial Service: Frontloader and Rearloader [®]	Effective 7/1/2012	Effective 7/1/2017	Effective 7/1/2018
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge	\$9.60	\$9.79	\$9.99
Frontloader and rearloader compactor per yard charge	\$17.30	\$17.65	\$18.00
Frontloader and rearloader dumpster extra pick-up per yard charge	\$9.60	\$9.79	\$9.99
Frontloader cardboard dumpster and compactor per yard charge	\$12.75	\$13.01	\$13.27
Frontloader cardboard dumpster and compactor extra pick-up per yard charge	\$2.95	\$3.01	\$3.07

Roll-Off Commercial Open Top and Compactor Services*	Current	Effective 7/1/2017	Effective 7/1/2018
Minimum charge per haul (base rate) without tonnage* All sizes	\$286.00	\$291.72	\$297.55
Roll-off 100% recycling bin	\$156.60	\$159.73	\$162.93

* **Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.**

Temporary Frontloader, Rearloader and Roll-Off Charges*	Current	Effective 7/1/2017	Effective 7/1/2018
Frontloader and rearloader temporary dumpster delivery and removal charge	\$57.10	\$58.24	\$59.41
Frontloader and rearloader temporary dumpster per yard charge	\$9.60	\$9.79	\$9.99
Frontloader and rearloader temporary dumpster rental fee per week	\$54.45	\$55.54	\$56.55
Roll-off temporary dumpster minimum charge per haul (base rate)	\$286.00	\$291.72	\$297.55
Tonnage (per ton charge)*			
Roll-off temporary dumpster rental fee per week	\$98.70	\$100.67	\$102.69

* **Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.**

Additional Commercial Service Rates*	Current	Effective 7/1/2017	Effective 7/1/2018
Standby service charge per occurrence	\$47.30	\$48.25	\$49.21
Emergency after hours call out service charge per occurrence	\$147.80	\$150.76	\$153.77
Fixed monthly commercial charge	\$26.25	\$26.78	\$27.31
60- or 90-gallon automated container monthly charge**	\$23.40	\$23.87	\$24.35
Commercial bin assistance charge per occurrence	\$41.35	\$42.18	\$43.02
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$15.30	\$15.61	\$15.92

* **The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.**

** **Green waste can available by request and available in limited areas.**

COMMERCIAL SHARED COMPACTOR RATES			
Current	Effective 7/1/2017	Effective 7/1/2018	
Tier 1: \$5.48 per 1,000 square feet of building area or per dwelling unit	Tier 1: \$5.59 per 1,000 square feet of building area or per dwelling unit	Tier 1: \$5.70 per 1,000 square feet of building area or per dwelling unit	
Tier 2: \$22.12 per 1,000 square feet of building area	Tier 2: \$22.56 per 1,000 square feet of building area	Tier 2: \$23.01 per 1,000 square feet of building area	
Tier 3: \$46.72 per 1,000 square feet of building area	Tier 3: \$47.65 per 1,000 square feet of building area	Tier 3: \$48.61 per 1,000 square feet of building area	
Organic Waste Collection Rates	Minimum Monthly Charge (Effective 5/1/2016)	Minimum Monthly Charge (Effective 7/1/2017)	Minimum Monthly Charge (Effective 7/1/2018)
0-2 yards *	\$75.00 (Effective 1/1/2017)	\$76.50	\$78.03
0-4 yards**	\$149.95	\$152.95	\$156.01
5 yards	\$187.45	\$191.20	\$195.02
6 yards	\$224.90	\$229.4	\$233.99
7 yards	\$262.50	\$267.75	\$273.11
8 yards	\$299.90	\$305.90	\$312.02
9 yards	\$337.35	\$344.10	\$350.98
10 yards	\$374.85	\$382.35	\$389.99
11 yards	\$412.45	\$420.70	\$429.11
12 yards	\$449.80	\$458.80	\$467.97
Extra pickup for one yard bin or cart equivalent	\$56.25	\$57.38	\$58.52
Extra pickup for two yard bin or cart equivalent	\$75.00	\$76.50	\$78.03

* **Applies to customers subject to Roseville Municipal Code Section 9.12.100.B.3.b.**

** **Applies to customers subject to Roseville Municipal Code Section 9.12.100.B.3.a.**

CURRENT AND PROPOSED WATER RATES

Uniform Rate (Residential and Commercial)	Current	Effective 7/1/2017	Effective 7/1/2018
All Metered Water Use (\$ per 100 cubic feet)	1.09	1.17	1.25
Non-metered or Flat Service Charges (\$/month)	Current	Effective 7/1/2017	Effective 7/1/2018
Single family lots up to 4,900 s.f.	26.55	28.41	30.40
Single family lots 4,901 to 8,900 s.f.	34.70	37.13	39.73
Single family lots 8,901 to 12,000 s.f.	43.30	46.33	49.57
Single family lots 12,001 to 15,000 s.f.	51.45	55.05	58.91
Single family lots (pre 7/1/77) > 15,000 s.f.	50.80	54.36	58.16
plus for each 1,000 s.f. over 15,000 s.f.	2.70	2.89	3.09
Mobile Home Unit in Mobile Home Park	24.60	26.32	28.16
Metered Rates ⁽¹⁾	Current	Effective 7/1/20217	Effective 7/1/2018
Monthly Service Charges (\$/month)			
3/4" meter	23.17	24.79	26.53
1" meter	36.92	39.50	42.27
1 1/2" meter	70.96	75.93	81.24
2" meter	111.99	119.83	128.22
3" meter	207.77	222.31	237.88
4" meter	344.58	368.70	394.51
6" meter	686.28	734.32	785.72
8" meter	1096.20	1173.26	1255.38
10" meter	1575.21	1685.47	1803.46

CURRENT AND PROPOSED WASTEWATER RATES

Wastewater Rates	Current	Effective 7/1/2017	Effective 7/1/2018
Residential (per month) ⁽¹⁾	34.70	36.78	38.99
Commercial Accounts Per Sewer Unit ⁽²⁾	34.70	36.78	38.99
Commodity Rate (\$/CCF) ⁽³⁾	3.47	3.68	3.90
Recycled Water (\$/CCF) ⁽⁴⁾	.55	.59	.63

(1) Customers outside the City limits pay rates 10% higher than rates shown above.

(2) The number of sewer units for each account is determined as specified in Chapter 14.16 of the Municipal Code.

(3) Applies to water use in excess of 10 CCF/month for metered commercial customers.

(4) Customers outside the City limits are charged an additional 60% on the above water rates.

2005 Hilltop Circle
Roseville, CA 95747
(916) 774-5770

WHERE YOUR MONEY GOES



MAINTAINING FINANCIAL RESILIENCY:

To protect the City's good credit rating, Environmental Utilities has a reserve policy that will maintain credit worthiness and allow the utilities to readily respond to unexpected and costly situations.



KEEPING SOUND AND STABLE UTILITIES:

To ensure high levels of customer satisfaction and reliable utility services, it takes a healthy staffing level, quality programs and needed infrastructure to deliver services that customers have grown to rely on and appreciate.



COMPLYING WITH CHANGING REGULATORY CLIMATE:

State and federal mandates result in unfunded programs and services. Environmental Utilities has implemented new programs as a result of recent laws, and are responding to additional mandates moving forward.



Financial Management Policy

April 2015

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1. Executive Summary

The Roseville Environmental Utilities Department (the “EUD” or the “Department”) manages the city’s water, wastewater and solid waste utilities (the “Utilities”). The Utilities are separately managed financial entities and as such, each faces different constraints and environments and must manage its finances accordingly. With this notion in mind, the Utilities developed this Financial Management Policy (the “Policy”) with the intent of giving each Utility a set of guidelines with which it can successfully and prudently manage its finances.

The Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing Reserves (previously 10% of Operating Expenses).

Specifically, the Policy sets cash flow management guidelines for both the debt holding and non-debt holding enterprises and recommends reserve levels based on each Utility’s respective risk profile. To the extent that a Utility holds public debt, the Policy establishes Debt Service Coverage (“DSC”) targets to ensure the Utility’s ability to meet both its operating and debt service obligations; otherwise, the Policy recommends managing cash flow by targeting an Operating Ratio (Operating Income divided by Operating Expenses). The Policy then sets recommends reserve levels in order to help the Utilities manage exposure to operating risks, critical failures, and rate volatility. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from their prescribed targets.

2. Introduction

The Utilities are publicly-owned community assets for the City of Roseville (“Roseville” or the “City”) that provide safe, reliable, competitively-priced water, wastewater, solid waste, and recycled water services to all of their customers. The Utilities prepared the Policy with the intent of establishing guidelines for managing the financial profiles of each Utility.¹

The Policy is divided into six sections: Purpose, Defining Financial Strength, Enterprise Fund Fees and Rates, Rehabilitation Funds, Recommended Debt Service Coverage and Operating Ratio Policies, Recommended Reserve Policies, and Interaction between Coverage and Reserves.

It is intended that to maintain relevance, the Utilities will revisit the Policy periodically if there is a material change in risk exposures or conditions.

¹The Policy focuses on the Water, Wastewater, and Solid Waste Utilities as the Recycled Water Utility does not keep independent financial records but is currently part of the Wastewater Utility.

3. Purpose

The purpose of this Financial Management Policy is to provide a set of guidelines for prudently managing the financial profiles of the Utilities. In practice, this Policy will discipline the budgeting and rate setting practices, establish guidelines to improve the financial health of each Utility over the long term, and seek to balance the need for capacity growth while maintaining competitively low rates.

Like all enterprises, the Utilities manage cash flow to cover expenditures and hold reserves to address anticipated and unanticipated funding requirements.

The Policy is based upon the understanding that the following factors are important and should serve as the relevant goals of the Policy. These goals establish that each Utility should:

1. Manage rates to avoid significant year-over-year rate adjustments.
2. Strive to maintain and invest in its respective system.
3. Maintain reserves for financial exposures.
4. Cost-effectively obtain funds to maintain and invest in its respective system.

The Policy is further intended to offer the Roseville City Council (the “City Council”) guiding directives to staff for decisions and recommendations related to the financial profile of each Utility.

The Policy is not prescriptive in terms of how the Utilities set rates; however, there is a nexus between the rates that each Utility charges and its respective financial profile. While the Policy attempts to recognize the balance between each enterprise’s risk management, financial risk management and rate setting, the Policy cannot resolve conflicts between competing objectives and so it instead provides guidelines for the financial management of each Utility to be considered by the City Council and staff in coordination with other considerations.

4. Defining Financial Strength and Credit Considerations

The Utilities' businesses are subject to a number of significant environmental, market, and regulatory considerations on national, state, and local levels. The determination of financial strength is subjective, but it ultimately relates to the expectation that the Utilities can continue to meet their primary financial goals in the context of the macro considerations that each Utility faces.

Anticipated and Unanticipated Financial Considerations

One characteristic of financial strength is the ability to prepare for anticipated events and obligations including, but not limited to:

- Operation and maintenance expenses (O&M).
- Debt service payments.
- Exposure to weather related events such as droughts.
- Response to existing or impending regulations.

Another characteristic of financial strength is the ability to address unanticipated considerations including, but not limited to:

- Unanticipated general reduction in customer demand.
- One or more operational events (natural disaster or other events including force majeure, etc.) that could dramatically increase costs or reduce resource options, the loss of one or more large customers.
- Market disruption that increases the cost of borrowed funds.
- Counterparty's inability to perform on a contract.
- Change in regulatory or environmental regulations.
- Unanticipated increase in compensation costs.

While such considerations are by nature, unanticipated, the Policy recognizes that the financial strength of each Utility is at least partially related to the ability to address such considerations should they arise.

Ratings as Indicators of Financial Strength

While credit ratings are important yardstick indicators of financial strength, the Policy is not focused on maintaining credit ratings but rather the overall financial strength of the Utilities as only some of the Utilities have or will have ratings. It is expected, however, that by following the guidelines of the Policy, the Utilities will maintain strong credit ratings. Specifically, it is expected that the Water Utility will be able to maintain A+ category ratings and will be able to make a strong case for AA- category ratings while the Wastewater Utility will be able to support the South Placer Wastewater Authority ("SPWA") in maintaining AA-, or higher, category ratings. SPWA issues debt on behalf of the City of Roseville, Placer County and South Placer Municipal Utility District for regional wastewater treatment facilities to be used by these agencies.

5. Enterprise Fund Rates and Fees

Environmental Utilities are 100% self-sufficient. The primary revenue streams for the Utilities are rates and fees established by the City Council. This Policy identifies the manner in which rates and fees are set and the extent to which they cover the cost of services provided. A revenue system that requires the identification of both the cost of the programs and the portions of the cost that will be recovered through those revenues allow the Department and its utility customers to develop a better understanding of the cost of services and to consider the appropriateness of established rates and fees.

Policy

The City will set rates and fees at levels related to cover the reasonable cost of providing services which includes direct and indirect costs such as operating and maintenance, overhead, infrastructure rehabilitation, and debt service. The Department will review these rates and fees annually in the budget process and will recommend rates that are expected to produce revenues sufficient to fully fund the reasonable costs of providing services. Further,

- All rates and fees shall be adopted in accordance with the provisions of Prop 218 and AB1600.
- The City will examine utility rates through the cost of service process every two years or as otherwise determined in an effort to avoid the rate shock that occurs when rates are evaluated less frequently.
- Revenue and expenses will be projected using conservatism.
- Revenue requirements will be based on long-term planning objectives.

During the rate and fee setting process, the City will consider the rates and fees of other agencies as comparing the City's rates and fees to other agencies' provides useful background information because:

- Other agencies' rates and fees reflect in some ways the current "market's" rates for similar services provided by the Utilities and can assist the City in assessing the reasonableness of proposed rate and fee changes.
- They can serve as a benchmark for how cost-effectively the Utilities are providing their services.

Rates and fee comparisons, however, should never be the sole or primary criteria used in the City's rate and fee setting process. The City should also place under consideration:

- What level of cost recovery is the rate and/or fee intended to achieve?
- What costs are considered in the computation of rates and fees?

- Timing: When was the last time the other agencies' fees were comprehensively evaluated?
- What level of service do the other agencies provide compared to the City's?
- Are other agencies' rate structures significantly different than the City's and what is each entities' rate structure intended to achieve?

6. Rehabilitation Funds

The Utilities have established Water, Wastewater and Solid Waste Rehabilitation Funds (the "Rehabilitation Funds". The Water and Wastewater Rehabilitation Funds administer the capital rehabilitation and replacement of existing infrastructure assets. Solid Waste Rehabilitation Funds are used for the rehabilitation and replacement of bins and cans.

Policy

Sources of Revenue

The primary source of revenue for the Rehabilitation Funds is Utility rates. City Council adopted Utility rate schedules include an amount for the rehabilitation or replacement of infrastructure assets or capital assets for each utility. The rates are collected in the Operations Funds and transferred to the Rehabilitation Funds.

The Wastewater Rehabilitation Fund also includes local wastewater connection fees. These fees are collected for the specific purpose of purchasing and/or replacing capital equipment required for the maintenance of wastewater facilities. Other sources of revenue for the Wastewater Rehabilitation Fund include:

- Interest earned on unexpended funds or reserves that will remain in the Rehabilitation Funds and be available for approved expenditures.
- Any grant, loan, or other source of revenue obtained for the purpose of capital rehabilitation or replacement of infrastructure assets will be included in the Rehabilitation Fund, made available for approved expenditures, and accounted for as required by the grant, loan, or other source.

Expenditures

Rehabilitation Funds may only be used for Water and Wastewater infrastructure asset or Solid Waste capital asset capital rehabilitation or replacement expenditures. These expenditures:

- Must serve the purpose of benefiting the existing Water, Wastewater, or Solid Waste Utility customers.
- Must be approved by City Council.

- Must be included in the Rehabilitation Plan unless needed for unanticipated utility emergency purposes.
- May include updates necessary to comply with changes to regulatory requirements.
- Must be necessary to maintain the existing level of service which may include technological advancements.
- Must not increase capacity or conduct improvements beyond the scope described above.
- May be approved to pay for the respective utilities' debt service.
- If incurred in conjunction with an outside source of revenue (i.e. grant), must be accounted for as required by the outside revenue source.

Investments

Investments must be made in accordance with City investment policies.

Fund Balances

The Rehabilitation Funds will be administered independent of each other and of any other funds within the Utilities or the City. Lending of funds to or from the Rehabilitation Funds must be approved by City Council, must be considered only for the benefit of the respective water, wastewater, and solid waste systems and utility funds, and only for the benefit of the respective water, wastewater, and solid waste customers. Interest will be paid at the then prevailing interest rate for city-pooled investments. Further, the majority of each Utility's Rehabilitation Fund balances should be invested or held in "liquid" assets (e.g. cash, money market accounts, treasuries, etc.) in order to ensure that immediate rehabilitation expenses can be met in a timely manner. Lending from the Rehabilitation funds will only be considered if they do not conflict with planned capital plan needs over the horizon of the repayment period.

Assessment of Capital Plan

The water and wastewater capital rehabilitation and replacement needs will be reevaluated periodically. Items to be considered include, but are not limited to:

- Asset lifetimes by class of asset
- Inflation rates for both operating and capital costs
- Unit costs for asset replacement
- Fund interest yield rates
- Condition, criticality, and operational usefulness of assets
- Desired levels of service
- Consequences when desired levels are not met
- Risk of asset failure and level of acceptable risk of failure
- Measurements of various asset attributes that indicate how well an asset performs

The amounts transferred from Operation Funds to Rehabilitation Funds will be adjusted as necessary to reflect changes in the rehabilitation and replacement funding requirements. The impact of such adjustments on utility rates will also be analyzed to determine if an adjustment to water, wastewater, or solid waste utility rates is necessary.

Roseville Public Utilities Commission

The Roseville Public Utilities Commission will provide recommendations on the implementation of these policies, as appropriate, consistent with their role as an advisory body to the Roseville City Council.

Rehabilitation Fund Policy Review

The Rehabilitation Fund Policies designate a reassessment of the policies from time to time to determine if any changes are necessary. Any changes must be approved by the City Council.

7. Recommended Debt Service Coverage and Operating Ratio Policies

This Policy recommends managing funds primarily to Debt Service Coverage (“DSC”) or Operating Ratios while maintaining a focus on reserves as well in order to meet each Utility’s management goals.

Policy

A practical minimum DSC is 1.00x without reserves because at 1.00x, the Utilities are paying operating costs and debt service on a cash flow basis. There are, however, below the line cash outflows that should also be considered.

Direct Debt Service Coverage and Operating Ratio Policy

This Policy recommends the Water and Wastewater Utilities maintain DSC of 1.80x. This level maintains a cushion above the bond covenant requirement of 1.10x for the Wastewater Utility and 1.20x for the Water Utility. At 1.80x DSC, the Water and Wastewater Utilities can reliably use cash flow to pay for their operations including related depreciation expenses. The 1.80x DSC would leave adequate cash funding available to invest in general system improvements; however, significant capital improvements or additions would probably have to be financed with debt. This strikes a balance between funding capital through higher rates paid by current customers and funding capital through bond financing paid by future customers.

The Solid Waste Utility has historically enjoyed stable Net Operating Revenues. Due to the lack of volatility and overall lack of depreciable assets, it is recommended that the Solid Waste Utility maintain an Operating Ratio of 1.30x. The 1.30x Operating Ratio would leave sufficient cash funding available to invest in any necessary capital improvements on a pay-go basis.

Using Reserves to Meet Coverage

The Policy recommends that the Utilities calculate DSC and Operating Ratios without Reserves and without accounting for Rate Stabilization Fund draws. The use of rolling coverage in calculating DSC is very useful for legal compliance purposes but it is not recommended for operating and financial management purposes as it may give an inaccurate depiction of financial health.

8. Recommended Reserve Policy

Reserves are important to the Utilities because they help to:

- Ensure cash exists for the timely payment of bills.
- Maintain the short-term and long-term financial health of each Utility.
- Maintain stable rates for customers.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Act as a significant factor in bond ratings.
- Identify when financing should be procured.
- Identify the need for rate actions.

Policy

The most common approach to sizing Reserves is by number of days of expenses. Water and wastewater utilities of about equivalent size to the City of Roseville Water and Wastewater Utilities typically have reserves of at least 250 days. Reserves of approximately 365 Days' Cash would be more typical for AA-/A+ category rated utilities and would be more appropriate to match the risks that the Water and Wastewater Utilities manage. It is recommended that the Solid Waste Utility maintain Days' Cash of approximately 90 days for the reasons described below.

Operating Risk Management

The Utilities use reserves to handle fluctuations and adjustments in every day expenses.

It is recommended that each Utility maintains approximately 90 days' worth of Operating Expenses as one subcomponent of the Reserves. Such reserves would, amongst other things, be intended to cover timing issues with regard to payments, fluctuations in purchased water costs, and other operational issues. In consideration of these fluctuations in cost and cash requirement, 90 Days' Cash for regular operation management is a modest first component of the recommended Reserves.

System Critical Failure

Each Utility should consider maintaining a portion of the Reserves that is for a single emergency event (e.g. treatment facility closure, conveyance disruption, etc.). In total, it is recommended that the Reserves set aside for system critical failure be equivalent to approximately 1.0 - 2.0% of the Capital Assets belonging to each respective Utility. Due to the lack of Capital Assets possessed by the Solid Waste Utility, it is not recommended that the Solid Waste Utility keep any reserves for the event of a system critical failure.

This component of the Reserves may be forgone if it is determined that each Utility's exposure to critical failures is adequately covered through insurance.

Rate Stabilization

In addition to addressing operating and maintenance issues, Reserves serve two other important purposes:

1. Reserves act as a shock absorber for ratepayers.
2. Reserves offer security to each Utility's debt holders. If an unusual financial or operating event leaves a Utility short of cash, Reserves can be used to avoid an immediate increase in rates to cover the shortfall.

Keeping some Reserves for rate stabilization would allow the Utilities to ensure that under virtually no circumstance would an Event of Default situation occur within a single year, and that the City Council would have the year to contemplate ways to prevent investors from enforcing rate actions on the Utilities' customers.

For such reasons, it is advisable that the Water and Wastewater Utilities target Reserves sized for rate stabilization at approximately 50% of annual operating expenses or roughly 180 Days' Cash. Because the Solid Waste Utility does not hold any debt and has historically experienced very stable net revenues, it is recommended that the Solid Waste Utility not hold any reserves for the purpose of rate stabilization.

Other Uses for Reserves

The aforementioned categories are those that most clearly merit the allocation of Reserves but are by no means the only categories of financial exposure that the Utilities could manage with Reserves. For instance, the Utilities have significant Pension and Other Post-Employment Benefit liabilities that could generate a cash requirement. Further, to the extent that the Solid Waste Utility faces fees for the closure of a landfill or similar occurrence, it may be prudent to hold additional reserves for such an event. Other risk categories such as interest rate exposure are relatively small and do not need to be reserved for separately, but are real risks that could potentially be managed with Reserves.

Reserve Policy Summary

These recommendations would suggest that the following would be the appropriate Reserve levels for each Utility:

- Operating Risk Management: 90 Days' Cash
- System Critical Failure (Water and Wastewater Only): 1.0 - 2.0% of Capital Assets
- Rate Stabilization (Water and Wastewater only): ~180 Days' Cash
- Total Reserves: ~270 Days' Cash plus 1.0 - 2.0% of Capital Assets (Water and Wastewater); 90 Days' Cash (Solid Waste)

While these areas of consideration were evaluated in order to conceptualize the appropriate size of the Reserves, each Utility intends to maintain a single Reserve without separate buckets. These Reserve allocations are neither abnormally high nor low for industry standards. Each component of the Reserves is sized at less than the maximum possible exposure for each component because there is a recognition that it is unlikely several of the risks each Utility faces would materialize simultaneously.

Building and Drawing Upon Reserves

The Water and Wastewater Utilities are targeting Reserves of about 270 Days' Cash plus 1.0 - 2.0% of Capital Assets while the Solid Waste Utility is targeting 90 Days' Cash, however, there is no intention of setting rates to maintain Reserves equal to the levels prescribed above. The purpose of Reserves is to address the financial impacts of revenue and expense fluctuations and unanticipated events. Excess reserves can be used for several financial imperatives including but not limited to: financing capital improvements on a pay-go basis, paying down existing debt, or lowering rates. The general philosophy of the proposed range is that the Water and Wastewater Utilities should target 270 Days' Cash plus 1.0 - 2.0% of Capital Assets and the Solid Waste Utility should target reserves of 90 Days' Cash. Each of the Utilities should limit reserves to 130% of the respective reserve targets.

Each Utility's Reserves would increase or decrease depending upon many factors for a given year; however, to the extent that each Utility achieves its DSC or Operating Ratio Policy targets, Reserves would remain fairly stable. Reserves would increase or decrease under the following conditions:

- Net Revenues Available for Debt Service are higher or lower than budgeted/projected as a result of higher or lower Revenues and Expenses
- Debt Service is higher or lower than budgeted/projected
- Capital investment in the system from Net Revenues is higher or lower than budgeted/projected
- Debt issued for capital investment is greater or less than budgeted/projected

9. Interaction Between Coverage and Ratios, Reserves, and Rates

For reasons described in the sections above, the Policy prescribed specific targets for DSC and Operating Ratios and Reserves. However, the Policy anticipates that in practice there is a range of acceptable results and a balance between cash flow and reserve levels is warranted.

A rate increase should be considered by the City Council if any of the following conditions (the “Rate Increase Conditions”) are projected in the five-year forecast:

- DSC without Reserves will be less than 1.80x
- Operating Ratios (Solid Waste Only) without Reserves will be less than 1.30x
- Any rate increase would be greater than six percent
- A major expenditure is expected

Rate increases indicated by the above conditions that would exceed six percent in any one year can be spread over multiple years.

No rate increase for the purpose of increasing reserves or DSC should be considered if DSC or Operating Ratios without Reserves are above their respective targeted levels and Reserves are projected to be greater than the targeted levels of 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days’ Cash for the Solid Waste Utility.

Lastly, it is important to note that recommendations in the Policy are associated with projected financial conditions for the Fiscal Year End of future years. Actual results will vary based on weather, market conditions, etc. In addition, Reserves and cash flow may be more or less robust within a Fiscal Year, relative to the Fiscal Year End but considering such fluctuations within a year would overly complicate monitoring with only marginal benefit.

10. Conclusion

The Policy was drafted with the intent of providing guiding directives to the Utilities' management and staff for decisions and recommendations related to each Utility's financial profile.

The Policy is a fairly incremental change from existing policies. Specifically, the Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and adjusts targets for sizing Reserves (previously 40% of Operating Expenses).

In its most abbreviated form, the Policy targets 1.80x DSC without Reserves for the Water and Wastewater Utilities and an Operating Ratio of 1.30x for the Solid Waste Utility. It targets Unrestricted Reserves sized at 270 Days' Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days' Cash for the Solid Waste Utility and establishes tolerable maximums. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from the targets. The table below summarizes the policy targets described above.

Summary of Policy Targets			
Utility	Water	Wastewater	Solid Waste
Debt Service Coverage or Operating Ratio (x)	1.80 DSC	1.80 DSC	1.30
Reserves (Days' Cash)			
Operating Risk Management	90	90	90
System Critical Failure (% of Capital Assets)	1-2%	1-2%	0%
Rate Stabilization	180	180	0
Total	270 + 1-2% of Capital Assets	270 + 1-2% of Capital Assets	90

The Policy is intended to be revisited and updated periodically if there are material changes in the risk exposures or conditions each Utility faces.

Finally, and perhaps most importantly, the Policy is ultimately intended to serve as a guide and it in no way restricts the ability of the City Council to review proposed rate actions, debt issuances, or other actions of substance to each Utility.

Appendix I – Peer Water Utility Financial Management Results

Peer Water Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Sacramento ²	Yuba City
Ratings (M/S/F)	-/AA/-	-/AA-/AA-	-/A+/AA-
Revenues/Expenses			
Operating Revenues	\$18,423,339	\$94,382,000	\$11,794,764
Operating Expenses (Excluding Depreciation)	\$13,245,963	\$43,215,000	\$4,815,664
Net Operating Revenue	\$5,177,376	\$51,167,000	\$6,979,100
Non-Operating Revenue (Expenses)	\$1,074,049	(\$4,373,000)	\$2,468,918
Net Revenue Available for Debt Service ³	\$6,515,804	\$46,794,000	\$5,204,350
Depreciation & Amortization	\$3,457,758	\$16,951,000	\$4,718,299
Net Revenue after Depreciation & Amortization	\$2,793,667	\$29,843,000	\$4,729,719
Cash			
Unrestricted ⁴	\$23,402,105	\$71,087,000	\$14,543,831
Days' Cash on Hand	645	600	1,102
Debt			
Total Debt Outstanding	\$5,925,956	\$399,134,612	\$50,214,569
Annual Debt Service	\$1,091,335	\$11,279,000	\$2,915,149
Debt Service Coverage (Operating)	5.97x	4.15x	1.79x
Debt Service Coverage	4.74x	4.54x	2.39x

¹Issues debt through the Redding Joint Powers Financing Authority

²City of Sacramento reports data rounded to the nearest thousand

³If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

⁴Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Sacramento, and Yuba City comprehensive annual financial reports

Appendix II – Peer Wastewater Utility Financial Management Results

Peer Wastewater Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Stockton	City of Vacaville
Ratings (M/S/F)	-/AA/-	Ba1/-/A-	-/-
Revenues/Expenses			
Operating Revenues	\$22,720,092	\$59,953,318	\$32,219,462
Operating Expenses (Excluding Depreciation)	\$12,527,074	\$40,172,822	\$18,603,458
Net Operating Revenue	\$10,193,018	\$19,780,496	\$13,616,004
Non-Operating Revenue (Expenses)	(\$175,350)	(\$3,662,856)	(\$662,109)
Net Revenue Available for Debt Service ²	\$11,645,032	\$21,057,331	\$12,953,895
Depreciation & Amortization	\$5,924,400	\$11,161,304	\$5,367,829
Net Revenue after Depreciation & Amortization	\$4,093,268	\$4,956,336	\$7,586,066
Cash			
Unrestricted ³	\$20,151,993	\$38,576,321	\$61,918,880
Days' Cash on Hand	587	350	1,215
Debt			
Total Debt Outstanding	\$91,119,042	\$81,270,000	\$168,768,665
Annual Debt Service	\$8,117,463	\$7,373,138	\$8,557,860
Debt Service Coverage (Operating)	1.26x	2.68x	1.59x
Debt Service Coverage	1.43x	2.86x	1.51x

¹Issues debt through the Redding Joint Powers Financing Authority

²If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

³Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Stockton, and City of Vacaville comprehensive annual financial reports