



AGENDA

April 1, 2020
VIDEO

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

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

Dial in Phone Number: 916-774-5353
Email: citycouncil@roseville.ca.us

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

auxiliary aids or services.

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

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MEETING PROCEDURES**
- 5. City Response to COVID-19 Pandemic**
- 6. PUBLIC COMMENTS**
- 7. CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3249)
– Reject All Bids

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-097 REJECTING ALL BIDS FOR THE PURCHASE OF SCREENINGS GRINDER AND WASHER COMPACTOR COMBINATION UNITS (RFQ 10-3249). Staff recommends rejecting the bid received for Request for Quotes (RFQ 10-3249) for Screenings Grinder and Washer Compactor Combination Units in order for the City to clarify the bid specifications. Upon Council's approval to reject the current bid, a new RFQ will be issued. There is no fiscal impact at this time, since there will be no contract award.

CC #: 0676

File #: 0203-09 & 0203-21

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

7.2. Vehicle Purchases and Out-of-State Travel Request

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Downtown Ford Sales for two Ford Transit Connect cargo vans utilizing RFQ 10-3251 in the amount of \$50,992; approve a purchase order to Oroville Ford, Inc. for one Ford F350 utility body truck utilizing RFQ 10-3252 in the amount of

\$52,426; approve a purchase order to McNeilus Truck and Manufacturing, Inc. for one Autocar Compressed Natural Gas (CNG) truck with a McNeilus front loading body utilizing Sourcewell contract# 091219-MCN in the amount of \$389,771; approve purchase orders to Pleasanton Truck and Equipment Repairs, Inc. dba Preferred Truck and Equipment for two Autocar CNG and two Autocar diesel trucks with Heil front loading bodies utilizing Sourcewell contract 091219-THC in the amount of \$1,423,083. Funding for these vehicles is included in the FY2019-20 Auto Replacement budget. Staff also requests Council approval for out of state travel for Fleet Services and Waste Services staff members to attend final factory inspections for the Autocar trucks with front loading bodies being built by McNeilus in Dodge Center, Minnesota and Heil in Fort Payne, Alabama. The estimated schedule for the final inspections is November 2020. Costs related to travel including air fare, lodging and meals are included in the departments FY2019-20 operating budget and will be included in the proposed FY2020-21 budget.

CC #: 0678

File #: 0203-01 & 0600-02

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

7.3. Janitorial Supplies (RFP 10-017) – Purchase Orders

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-093 APPROVING A PURCHASE ORDER FOR JANITORIAL SUPPLIES. Janitorial supplies are used in support of custodial services for City facilities. The estimated total award for the initial contract through June 30, 2021 is \$380,000. Funding is included in the FY2019-20 budget for the Public Works Department's Custodial Division and the Central Stores inventory replacement account. Staff requests authorization to renew without further City Council approval, contingent upon budget approval each year.

CC #: 0672

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

7.4. Fire Department Self-Contained Breathing Apparatus Air Compressor Equipment - Contract Purchase Agreement

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 20-089 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAUER COMPRESSORS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends award of a \$75,214.59 contract purchase agreement to Bauer Compressors for the purchase and installation of a self-contained breathing apparatus air compressor. The total purchase cost of \$75,214.59 is included in the existing General Equipment Replacement Fund budget. Maintenance costs for the new equipment are expected to be equivalent to the maintenance costs for the equipment being replaced, and is included in the Fire Department's existing budget.

CC #: 0668

File #: 0203-12

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

7.5. On-Call Construction Inspection Services - Service Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-095 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. 4Leaf, Inc. provides on-call inspection services for the Parks, Recreation & Libraries Department. The requested amendment will increase the service agreement amount by \$150,000 bringing the total amount for Service Agreement S2004161 to \$350,000 for FY2019-20. Work performed under this service agreement will utilize developer fees and/or capital improvement project budgets.

CC #: 0674

File #: 0704

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Resolutions

7.6. 2021 Residential Resurfacing Project - Road Maintenance and Rehabilitation Account Project Identification

Memo from Senior Engineer Noah Siviglia and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-090 ADOPTING THE 2021 RESIDENTIAL RESURFACING PROJECT FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017. Local agencies are required to list all proposed projects scheduled to receive Senate Bill 1 (SB 1) funding by resolution prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds in a fiscal year. This item identifies the City's 2021 Residential Resurfacing Project for use of the 2021 funding allotment. The project will repair damaged asphalt and apply a maintenance surface treatment to Automall Drive and various residential streets within the Hillcrest and South Cirby neighborhoods. The construction estimate for this project is \$3,500,000 and is funded by \$2.64 million from the RMRA Fund (SB 1) with the remaining costs covered by Highway Users Tax and Roadway funds. No General Fund resources will be used on this project.

CC #: 0669

File #: 0900-04-02

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

7.7. South Placer District Transportation Sales Tax Expenditure Plan and Ballot Measure

Memo from Administrative Assistant Lainie Anderson and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-098 APPROVING THE EXPENDITURE PLAN FOR THE SOUTH

PLACER COUNTY DISTRICT FOR THE CITIES OF LINCOLN, ROCKLIN AND ROSEVILLE. The proposed South Placer County District, if approved by voters in the District, will comprehensively address the gap in local grant matching funds needed for transportation in the District. Without a local source of funding, the South County will continue to fall significantly behind in addressing traffic congestion which has been increasing exponentially over the last few years.

CC #: 0677

File #: 0721

CONTACT: Lainie Anderson 916-746-1329 landerson@roseville.ca.us

7.8. Oak Ridge Drive Bridge Replacement Project – Purchase of Shaded Riverine Aquatic (Stream Channel) Mitigation Credits

Memo from Environmental Coordinator Terri Shirhall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-094 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WESTERVELT ECOLOGICAL SERVICES, LLC AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The total cost to purchase the mitigation credits for the Oak Ridge Drive Bridge Replacement project is \$22,215.60. The project is federally funded by the Bridge Rehabilitation and Reconstruction – Highway Bridge Program and toll credits. No General Fund resources are used for the project.

CC #: 0673

File #: 0900-04-01

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

7.9. Interconnected Operations Agreement Exhibit C Revision 2

Memo from Resource Analyst Brian Schinstock and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-092 APPROVING EXHIBIT C, REVISION 2 TO CONTRACT 04-SNR-00848, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an updated Exhibit to the Interconnected Operations Agreement (IOA) between Roseville and Western Area Power Administration. This IOA Exhibit update will conform Roseville's contract and requirements with the current reliability standards. This change is forecast to lower Roseville's annual power supply costs by \$90,000.

CC #: 0671

File #: 0800-03

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

7.10. RG Phillips (F-52) Park Project - Notice of Completion

Memo from Park Development Analyst Joel De Jong and Parks, Recreation &

Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-096 ACCEPTING THE PUBLIC WORK KNOWN AS THE RG PHILLIPS (F-52) PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff has made a final inspection of the RG Phillips (F-52) Park project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was approved in FY2017-18 using West Roseville Neighborhood Park funds. Maintenance for this park is provided through the West Roseville Community Facilities District for Services. There is no General Fund impact.

CC #: 0675

File #: 0704-01

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

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

7.11. Aquifer Storage and Recovery Wells Design Project - Professional Design Services Agreement and Budget Adjustment

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-091 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6203 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval and award of a Professional Design Services agreement with Carollo Engineers, Inc. in the amount of \$3,961,791.00 for the Aquifer Storage and Recovery Wells Design project. Funding for this agreement is provided by the Water Construction Fund.

CC #: 0670

File #: 0900-02 & 0201-01

CONTACT: Jason Marks 916-774-5508 jtmarks@roseville.ca.us

7.12. Fire Department Hazardous Materials Classes/Supplies - Budget Adjustment

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6202 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS

AN APPROPRIATION MEASURE. The recommended ordinance approves a budget adjustment for revenue in the amount of \$24,000, which will offset the expenses directly related to teaching the specialized hazardous materials classes, instructor costs, creating/maintaining props and replenishing disposable supplies. The recommended budget adjustment will result in no net impact to the General Fund.

CC #: 0666

File #: 0203-12 & 0201-01

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

Ordinances (for second reading and adoption)

7.13. Second Reading - Amoruso Ranch - Rezone and Development Agreements Amendments

ORDINANCE NO. 6204 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (525.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6205 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (148.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6206 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 0684

File #: 0400-04-15 & 0400-04-15-2 & 0400-02

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

7.14. Second Reading - West Roseville Specific Plan Parcels F-71 and F-66 - Rezone and Development Agreement Amendments

ORDINANCE NO. 6207 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 6208 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING AN EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF ROSEVILLE AND ATC

REALTY ONE, LLC, AND ROSEVILLE SCHOOLS, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN; and ORDINANCE NO. 6209 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A NINTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC. RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN, for second reading and adoption.

CC #: 0685

File #: 0400-04-09 & 0400-02

CONTACT: Charity Gold 916-774-5247 cgold@roseville.ca.us

Ceremonial Documents

7.15. Proclamation - Building Safety Month

Proclaim the month of May 2020 as Building Safety Month and encourage citizens to join with their communities in participation of Building Safety Month activities.

CC #: 0682

File #: 0102-06

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

7.16. Proclamation - Sexual Assault Awareness Month

Proclaim the month of April 2020 as Sexual Assault Awareness Month and support Stand up Placer in their efforts to protect vulnerable members of our community.

CC #: 0683

File #: 0102-06

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

END OF CONSENT CALENDAR

8. PUBLIC HEARING

NOTICE TO THE PUBLIC City Council, when considering the matter scheduled for hearing, will take the following actions: 1. Open the Public Hearing 2. Presentation by Staff 3. Presentation by applicant or Appellant 4. Accept Public Testimony 5. Appellant or Applicant Rebuttal Period 6. Close the Public Hearing 7. City Council Comments and Questions 8. City Council Action
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In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

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

- 8.1. West Roseville Specific Plan Parcel F-55 and W-60a - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement
Public hearing continued to April 15, 2020.

CONTACT: Shelby Vockel 916-746-1347 svockel@roseville.ca.us

- 8.2. West Roseville Specific Plan Parcel F-55 Park Abandonment
Public hearing continued to April 15, 2020.

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

9. COUNCIL REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0676

File #: 0203-09 & 0203-21

Title: Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3249) –
Reject All Bids

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

Meeting Date: 4/1/2020

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution rejecting all bids received for Request for Quotes (RFQ) 10-3249 for Screenings Grinder and Washer Compactor Combination Units.

BACKGROUND

The Environmental Utilities Department has a need to replace two existing compactor units at the Pleasant Grove Wastewater Treatment Plant. During staff review of the bid that was received and the bid specifications, it was determined that the Grinder Shaft should be 2 inches instead of 2.5 inches, and the grinder motor should be 10 horsepower instead of 7.5 horsepower. New specifications will be developed to clarify these critical design components.

A formal bid was issued and one bid was received:

JWC Environmental	\$151,432.53
Costa Mesa, CA	

In order to clarify the bid specifications, the bid will be rejected and a new RFQ will be re-issued at a later date.

FISCAL IMPACT

There is no fiscal impact at this time since there will be no contract award.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Rejection of bids meets the above criteria and is not subject to

CEQA. No additional environmental review is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-097

RESOLUTION NO. 20-097

REJECTING ALL BIDS FOR THE PURCHASE OF SCREENINGS GRINDER AND
WASHER COMPACTOR COMBINATION UNITS (RFQ 10-3249)

WHEREAS, the City of Roseville requested bids for the purchase of Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3249); and

WHEREAS, during staff review of the bids and specifications that were received, it was determined that the bid specifications for the grinder shaft dimension and the grinder motor horsepower were incorrect; and

WHEREAS, staff will clarify the language on the price sheet and re-bid it at a later date; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for the purchase of Screenings Grinder and Washer Compactor Combination Units (RFQ 10-3249) are hereby rejected per staff recommendation.

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 #: 0678

File #: 0203-01 & 0600-02

Title: Vehicle Purchases and Out-of-State Travel Request
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.2.

RECOMMENDATION TO COUNCIL

RFQ 10-3251

Staff recommends Council approve a purchase order to Downtown Ford Sales for two Ford Transit Connect cargo vans utilizing RFQ 10-3251 to replace Fleet ID 10-100 and a fleet addition approved in the FY2019-20 Auto Replacement budget. The total cost including options and sales tax is \$50,992.

RFQ 10-3252

Staff recommends Council approve a purchase order to Oroville Ford, Inc. for one Ford F350 utility body truck utilizing RFQ 10-3252 to replace Fleet ID 12-340 approved in the FY2019-20 Auto Replacement budget. The total cost including options and sales tax is \$52,426.

Sourcewell

Staff recommends Council approve a purchase order to McNeilus Truck and Manufacturing, Inc. for one Autocar Compressed Natural Gas (CNG) truck with a McNeilus front loading body utilizing Sourcewell contract# 091219-MCN to replace Fleet ID 13-445 approved in the FY2019-20 Auto Replacement budget. The total cost including options and sales tax is \$389,771.

Staff recommends Council approve purchase orders to Pleasanton Truck and Equipment Repairs, Inc. dba Preferred Truck and Equipment for two Autocar CNG and two Autocar diesel trucks with Heil front loading bodies utilizing Sourcewell contract 091219-THC to replace Fleet ID 13-446, 13-447, 12-456 and a fleet addition approved in the FY2019-20 Auto Replacement budget. The total cost, including options and sales tax, is \$1,423,083. Additionally, adopt a resolution authorizing the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price.

In addition, staff recommends Council approve out-of-state travel for Fleet Services and Waste Services staff members to attend two separate final factory inspections on the Autocar trucks with front loading bodies being built by McNeilus in Dodge Center, Minnesota and Heil in Fort Payne, Alabama. Fleet Services and Waste Services will send three staff members to the final factory inspections. The estimated schedule for final inspections is November 2020.

BACKGROUND

RFQ 10-3251

The Finance Purchasing division is purchasing one Ford Transit Connect cargo van as a replacement for Fleet ID 10-100. This van is used on a daily basis for Courier activities to transport both interoffice and U.S. postal mail between City buildings.

The Environmental Utilities Water Treatment division is purchasing one Ford Transit Connect cargo van as a fleet addition. This van is used by the water quality position (formerly lab technician) for water quality sampling and coordination activities. This vehicle will also be used to transport samples to contract labs.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Downtown Ford Sacramento, CA	\$50,992.00
Oroville Ford Oroville, CA	\$55,142.42

RFQ 10-3252

The Public Works Streets division is purchasing one Ford F350 utility body truck as a replacement for Fleet ID 12-340. This truck is used for on-call support to respond to activities in the City such as fallen tree branches, illegal dumping, vehicle accidents, pot holes, debris from cars and trucks and emergency calls. It is also used for traffic control when needed.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Oroville Ford Oroville, CA	\$52,425.51

Sourcewell

The Environmental Utilities Waste Services division is purchasing five front loading solid waste collection trucks as replacements for Fleet ID 13-445, 13-446, 13-447, 12-456 and a fleet addition. These trucks are used to collect trash, organics and recyclables up to 7 days per week. The Waste Services division has been able to utilize these vehicles an additional two years beyond their life expectancy without the cost of repairs overriding the need for replacement.

During the production of solid waste collection trucks, it is common to encounter unanticipated or change conditions which necessitate additions or other modifications to the project and the contract. Due to the complexity of this build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 2% of the contract price.

Purchasing refuse trucks is a large financial investment and final factory inspections are essential for quality control. A combined total of three City representatives from Fleet Services and Waste Services will attend final inspection trips which are scheduled at times mutually agreed upon

between the manufacturer and City representatives. In this case the inspections are estimated to occur in November 2020.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
10-100	29	Meets City replacement criteria
12-340	36	Meets City replacement criteria
13-445	32	Meets City replacement criteria
13-446	33	Meets City replacement criteria
13-447	33	Meets City replacement criteria
12-456	33	Meets City replacement criteria

FISCAL IMPACT

RFQ 10-3251

The total cost of two Ford Transit Connect cargo vans including options and sales tax is \$50,992. Funding is included in the FY2019-20 Auto Replacement budget.

RFQ 10-3252

The total cost of one Ford F350 utility body truck including options and sales tax is \$52,426. Funding is included in the FY2019-20 Auto Replacement budget.

Sourcewell

The total cost of one Autocar CNG truck with McNeilus front loading body including options and sales tax is \$389,771. Funding is included in the FY2019-20 Auto Replacement budget.

The total cost of two Autocar CNG and two Autocar diesel trucks with Heil front loading bodies including options and sales tax is \$1,423,083. Funding is included in the FY2019-20 Auto Replacement budget.

Costs related to travel including air fare, lodging and meals are included in the departments FY2019-20 operating budget and will be included in the proposed FY2020-21 budget.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 0672
File #: 0203-04

Title: Janitorial Supplies (RFP 10-017) – Purchase Orders
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to authorize purchase orders to Waxie's Enterprises Inc. dba Waxie Sanitary Supply for the purchase of janitorial supplies on an as-needed basis in accordance with RFP 10-017. The estimated total award for the initial contract through June 30, 2021 is \$380,000.00. The estimated total is \$72,000.00 for the remainder of FY2019-20 and \$308,000.00 for FY2020-21.

The RFP allows for four optional renewal years at one-year intervals. 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

City departments have ongoing requirements for various janitorial supplies including, but not limited to, paper and chemical cleaning products in support of custodial services for City facilities. These products are critical for facilities maintenance, as well as for the health and safety of Roseville employees and residents.

In January 2020, the Purchasing Division released RFP 10-017 to solicit proposals for citywide janitorial supplies that are stocked in the City's Central Stores warehouse, as well as utilized by the City's janitorial staff, to be purchased on an as-needed basis. The RFP requested pricing for specific items that are a representative sampling of high-use products and then a percentage discount off of list price for all other items not included on the pricing worksheet.

Eleven companies submitted proposals. The proposals were evaluated on their overall proposal, cost, qualifications and experience, and product line sampling.

FISCAL IMPACT

The estimated total award for the initial contract through June 30, 2021 is \$380,000.00. The

estimated total is \$72,000.00 for the remainder of FY2019-20 and \$308,000.00 for FY2020-21. Funding is included in the FY2019-20 budget for the Public Works Department's Custodial Division and the Central Stores inventory replacement account. Funding will be included in the FY2020-21 proposed budget for the Public Works Department's Custodial Division and the Central Stores inventory replacement account. The janitorial items are initially purchased as needed using the Central Stores inventory replacement account. End-using departments then purchase items from Central Stores on an as-needed basis and are charged to their respective budgets. Additionally, the Custodial Division will establish an open purchase order to buy its supplies on an as-needed basis.

Projected spending for the optional renewal years is as follows: FY2021-22, \$325,000.00; FY2022-23, \$330,000.00; FY2023-24, \$345,000.00; and FY2024-25, \$360,000.00.

ENVIRONMENTAL REVIEW

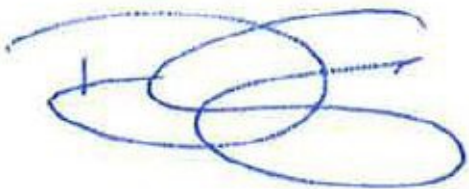
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of janitorial supplies meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-093

RESOLUTION NO. 20-093

APPROVING A PURCHASE ORDER FOR JANITORIAL SUPPLIES

WHEREAS, a purchase order for janitorial supplies, between the City of Roseville and Waxie's Enterprises Inc. dba Waxie Sanitary Supply has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0668
File #: 0203-12

Title: Fire Department Self-Contained Breathing Apparatus Air Compressor Equipment - Contract Purchase Agreement
Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt a resolution to approve contract purchase agreement 3000231 to Bauer Compressors for Self-Contained Breathing Apparatus (SCBA) Air Compressor Equipment, and authorize the City Manager to execute it.

BACKGROUND

The Fire Department utilizes specialized self contained breathing apparatus in daily operations for staff safety. One of the key components of their use and maintenance is a specialized air compressor that meets National Fire Protection Association (NFPA) 1901 compliance. The unit provides 6,000 psi of working pressure, 25.2 scfm charging rate and 20 three phase horsepower. Since the existing unit is at the end of its useful service life, the department is requesting to purchase the replacement before an emergency need occurs for equipment that is used on a daily basis.

Staff recommends Council approval for the purchase and installation of a SCBA air compressor based on a competitive bid contract RFP #1610 through the Public Procurement Authority (NPP Gov. #PS17006).

FISCAL IMPACT

The total purchase cost of \$75,214.59 is included in the existing General Equipment Replacement Fund budget. Maintenance costs for the new equipment are expected to be equivalent to the maintenance costs for the equipment being replaced, and is included in the department's existing budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of SCBA compressor equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Barteo, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 20-089

Signed Agreement - Baurer Compressor

RESOLUTION NO. 20-089

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

WHEREAS, a contract purchase agreement (3000231) for self-contained breathing
apparatus air compressor equipment, between the City of Roseville and Bauer Compressors Inc.,
has been reviewed by the City Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000231

Supplier Details:

Company Bauer Compressors Inc
Contact
Address 267 East Airway Boulevard

Livermore, CA 94551

Submit your response to:

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

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3000231

Agreement	3000231
Agreement Date	04-MAR-2020
Revision	0
Agreement Amount	75,214.59 USD

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

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

Supplier **Bauer Compressors Inc**
267 East Airway Boulevard

Livermore, CA 94551

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials Vendor shall provide and install a Bauer FY1920: Unicus 4/25H-E3 in accordance with the attached Bauer Compressors quote dated 12/12/19 utilizing NPP.Gov contract No. PS17006.

Please contact Katrina Rostam at (916) 774 5848 for questions regarding this agreement.

START DATE: EXECUTED AGREEMENT
 END DATE: FINAL PAYMENT

			Freight Terms	FOB	Shipping Method
10502	Net 30		Freight on Board at the destination	Destination	Best Method
	End Date		Confirm To		

Babette Owens Phone 1-916-774-5704

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

Contract Terms and Conditions

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

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

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

- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

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

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

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

Roseville Business License No. 00842270

Contractor License No. 6/1/1987 SR CH 21-820120

DIR Registration No. PW-LR-1000512570

Check mark the applicable company type below:

☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

Contract Purchase Agreement 3000231

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

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

General - Required Coverage/Documentation

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

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

Contract Purchase Agreement 3000231

Chemical/Environmental:_____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Supplier	
Signature:	
Print Name:	Anthony B. Bayat
Title:	President

Supplier	
Signature:	
Print Name:	Leslie R. Rhue
Title:	Secretary/Treasurer

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



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Cori Gardner
Roseville Fire Department
Phone: 916-746-1392
Email: CGardner@roseville.ca.us

Date: 12/12/2019

Quotation Valid for 90 Days.

ITEM	QTY	DESCRIPTION	PRICE	AMOUNT
1	1	Unicus 4/25H-E3 Working pressure: 6,000 psi Charging rate: 25.2 scfm Horsepower: 20 three phase		\$65,173.00
2	1	Electronic CO Monitor w/Calibration Kit		\$4,041.00
3	2	Additional 6,000 psi ASME Air Storage Cylinders (Factory Installed)		\$6,876.00
4	1	Panel Mounted Remote Fill Hose Connection With 75 ft. Hose Reel Assembly		<u>\$3,271.00</u>
		Less Discount		<u>-\$13,547.00</u>
		Sub Total		\$65,814.00
		Sales Tax 7.75%		\$5,100.59
		Freight		\$3,300.00
		Installation/Training		<u>\$1,000.00</u>
		Total		\$75,214.59

Note: NPP.Gov Contract No. PS17006

Bauer SF will deliver compressor to fire department, place unit into the installation site, make final hookup to supplied electrical power, make final run test of compressor and perform operational training for Roseville FD personnel.

Prices do not include shipping/handling charges or sales tax unless specified. **Quotation prices are valid for 90 days.** Call 925-449-7210 if past expiration date.

Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,

Tim McGuire

Phone: 925-449-7210 x 203

tim.mcguire@bauersf.com

CONDITIONS OF SALE

Conditions: No terms or conditions contained in any order placed with BAUER Compressors, Inc. ("BAUER") other than those stated herein, and no agreement or other understanding in any way modifying these Conditions of Sale ("Conditions") shall be binding on BAUER unless hereafter made in writing and signed by its duly authorized representative. The purchaser ("Purchaser") shall be deemed to have agreed to the terms hereof by signing the attached credit application or upon its receipt of any of the goods to which BAUER's sales quotation, sales order confirmation or invoice relates. The agreement between BAUER and Purchaser shall consist of the terms on BAUER's sales order confirmation and these Conditions ("Agreement"). BAUER hereby rejects and objects to any additional or contradictory terms in Purchaser's purchase order or other documents relating to the products.

Prices: The possession of BAUER Price Sheets by any person is not to be construed as an offer to sell the goods listed thereon at prices stated. All prices including those on Order Confirmations are subject to change without notice. Prices in effect at time of shipment will prevail.

Terms of Payment: Terms are Net 30 days from date of invoice with advanced approved credit. If in the opinion of BAUER, the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, BAUER may require full or partial payment in advance. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser. Interest at the rate of 1% per month will be charged on past due invoices for a total interest rate of 12% per annum. Orders for standard product in excess of \$75,000 will require a down payment, at time Purchaser submits order, in the amount of 25% of the order total. Orders for Engineered to Order or Modified to Order (Customized) or Exported equipment require the following payment plan: 25% paid with Purchase Order; 25% paid with Approval Drawings/Documentary Submittal; 40% paid prior to Shipment and 10% paid upon installation and start-up (without regard to other payment terms on standard product). The use of credit cards to pay any past due amounts will result in a convenience charge of 3% of the value being paid.

Security Interest: BAUER shall have a purchase money security interest in the goods sold hereunder and shall have all of the rights of a secured party under the Uniform Commercial Code as it has been adopted in Virginia.

Delivery

- (a) On sales made FOB point of shipment, goods in transit are at the Purchaser's risk and all claims for loss or damage must be filed by the Purchaser. Unless otherwise indicated, all sales are FOB point of shipment (Norfolk, VA unless otherwise indicated).
- (b) BAUER shall not be liable for any delays or defaults hereunder by reason of fire, floods, acts of God, labor troubles, inability to secure raw materials, acts of government or other causes beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of delay.
- (c) Freight and crating are not part of the sales price unless specified on the order. The Purchaser is responsible for all packaging costs related to shipment.
- (d) In the absence of a shipping address provided to BAUER by Purchaser, in writing, BAUER will ship to the Purchaser's "bill to" address on file with BAUER. Orders that Purchaser requests to be reshipped to a different address will be shipped at the Purchaser's sole expense.
- (e) Unless Purchaser takes shipment of products ordered by Purchaser upon BAUER's completion of the products, in accordance with this Agreement, at the time of BAUER's completion of the products, BAUER may invoice Purchaser for all remaining amounts due for the products and Purchaser shall pay BAUER such outstanding amounts in accordance with the terms of payment in this Agreement. (BAUER will apply all previously received deposits or payments as partial payments for the products.) In addition, Purchaser shall pay BAUER storage charges on the held products, until BAUER ships the products to Purchaser. Title and risk of loss to such completed products being held by BAUER shall transfer to Purchaser upon BAUER's completion of the products, subject to BAUER's purchase money security interest, unless otherwise agreed in writing between BAUER and Purchaser.

Taxes: Prices are exclusive of any use, sales, excise or similar tax, federal, state or local, which has been or may be imposed with respect to the sale of personal property or services hereunder, to the extent legally permissible. Any such tax shall be the Purchaser's responsibility.

Acceptance and Cancellation of Orders: All orders are subject to approval and acceptance in writing at the office of BAUER in Norfolk, Virginia. Any cancellation of orders after one week of placement will result in a cancellation charge of 20%.

Limited Warranty

- (A) **Compressors:** BAUER warrants that its products will substantially conform to applicable drawings and specifications approved in writing by BAUER. The reciprocating compressor products and other BAUER manufactured components are warranted to be free of defects in both material and workmanship for a period of TWENTY-FOUR MONTHS FROM DATE OF SHIPMENT FROM BAUER. START-UP/WARRANTY REGISTRATION FORMS MUST BE FILED WITH BAUER WITHIN NINETY DAYS FROM DATE OF START-UP. If registration form is not received within the ninety-day period, the warranty will be denied. This warranty is specific to Bauer-manufactured components only, and applies only to the first Purchaser during the twenty-four-month warranty period, and may not be transferred to or enforced by any other party. Components other than those manufactured by Bauer are addressed in Paragraph (f) under "Warranty Exclusions" below. IT IS THE PURCHASER'S RESPONSIBILITY TO START UP THE EQUIPMENT AND VERIFY PROPER OPERATION OR IDENTIFY ANY DEFICIENCIES WITHIN THE NINETY-DAY PERIOD.
- (b) **Parts:** BAUER warrants that, for a period of ninety (90) days from date of shipment from BAUER, BAUER parts shall be free of defects in both material and workmanship. This warranty is specific to BAUER parts and applies only to the first Purchaser during the ninety (90) day warranty period and may not be transferred to or enforced by any other party.
- (c) **Services:** BAUER warrants that its services shall be provided in a professional and workmanlike manner.
- (d) **Warranty Service:** If, in the sole judgment of BAUER or its designated representative, the products or services do not conform to the applicable drawings and specifications approved in writing by BAUER, or are found to be defective in material or workmanship, within the warranty period, BAUER will, at its option, either: (a) Repair or replace the products; (b) Furnish a service representative on site to correct the defects with the product or services; or (c) refund the purchase price of the products or services to the Purchaser.
- (e) **Obtaining Service:** To obtain warranty service, Purchaser should contact BAUER directly at Bauer Compressors, Inc., 1328 Azalea Garden Road, Norfolk, Virginia 23502; Phone (757) 855-6006; Telefax (757) 855-8654. BAUER may, at its option, refer Purchasers to a BAUER designated representative, such as an authorized distributor, or provide Purchaser with authorized instructions on the return of the product to BAUER for assessment. Any product shipped to BAUER pursuant to BAUER's authorized return instructions shall be shipped to BAUER F.O.B. the address below or as otherwise specified by BAUER. All return freight charges incurred shall be the sole responsibility of the Purchaser.

Warranty Exclusions: This warranty does not cover or shall be void with respect to the following:

- (a) Any product for which the Purchaser has not submitted to BAUER a start-up/warranty registration form within ninety (90) days of the startup of such product.
- (b) Any product which Purchaser fails to ship to BAUER within thirty (30) days of receipt of BAUER's authorized return instructions after submitting a warranty claim to BAUER.
- (c) Any defective or damaged products, parts or components resulting directly or indirectly from the use of repair or replacement parts, including filter and separator elements or oil, not manufactured or approved by BAUER, or from Purchaser's failure to store, maintain, and operate the product according to recommendations contained in the INSTRUCTION MANUAL AND REPLACEMENT PARTS LIST included with the product as well as under standard engineering practices.

- (d) Any product for which Purchaser does not have a service record book showing that regular maintenance work has been carried out utilizing Genuine Bauer Components. **BAUER or its designated representative may require proof of maintenance prior to rendering any decision on the validity of a warranty request.**
- (e) **Any** alleged product defect resulting from deterioration or wear occasioned by chemical and/or abrasive action, excessive heat or abuse.
- (f) Component parts or assemblies not manufactured by BAUER will be covered only as specified in the respective manufacturers' warranties, which will be provided to the Purchaser. Further, BAUER shall have no responsibility for any cost or expense incurred by Purchaser due to the inability of BAUER to repair a component part or assembly under said third-party manufacturer warranty when such inability is beyond the control of BAUER or is caused solely by the Purchaser.

Additional Limitations: The warranty service and procedures described in this Agreement constitute Purchaser's sole and exclusive remedy for any claim hereunder. **BAUER MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR OTHERWISE WITH RESPECT TO ITS PRODUCTS AND SERVICES OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAUER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BAUER'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PRICE OF THE INDIVIDUAL PRODUCT OR SERVICE WHOSE DEFECT OR DAMAGE IS THE BASIS OF THE CLAIM. BAUER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR LOSS OF USE OF FACILITIES OR EQUIPMENT.**

Software License: Products containing software owned by BAUER are subject to the terms and conditions of the License Agreement for Embedded Software ("License Agreement") found at www.bauercomp.com, which License Agreement is hereby incorporated by reference and made part of these Conditions of Sale.

Weights: Catalog weights are approximate and vary with equipment specifications.

Limitation of Action: Purchaser must give BAUER written notice of any claim asserted against BAUER arising out of BAUER's sale of products or services to Purchaser within ninety (90) days of any such claim arising, or the claim will be barred. Any suit must be filed within one (1) year of the claim arising, or the suit will be barred by the parties' agreement herein to a one year statute of limitations.

Changes: Notice of changes in orders must be made and accepted in writing. If work is in process for special equipment, Purchaser will be charged accordingly. **Any sales order change requested after the date reflected on the sales order (the sales order change window) will incur a change order fee of \$100 or 3% of the sales order value, whichever is greater.**

Material Returned for Credit: New part returns and warranty returns must be handled expeditiously. Goods purchased by the Purchaser may, with the written consent of BAUER, be returned under the terms and conditions of the BAUER warranty and procedures manual, provided the product is new, in unused condition, in current production and/or regularly carried by BAUER as a stocked item. Purchaser must notify BAUER of shortages in writing within 10 working days of receipt of product. Return of goods must be within 30 days in order for product to be considered for warranty or credit. Items shall be sent freight prepaid by Purchaser to a location specified by BAUER. After products have been inspected, accepted and restocked the Purchaser shall be credited the purchase price paid by the Purchaser less the total of the transportation cost and reasonable restocking charges, if applicable, charged by BAUER.

Minimum Billing: Orders for less than \$75.00 net will be billed at \$75.00 plus transportation and insurance charge.

Expediting Fee: Orders for non-warranty parts placed for same day shipment after 3:30 PM Eastern Time will carry an additional charge of \$75.00.

Courier service will be used. Same day UPS shipments terminate at 1:00 PM.

Compliance with Laws: BAUER will comply with all applicable federal, state and local laws and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Controlling Law: This agreement shall be construed and interpreted according to the internal laws of the Commonwealth of Virginia, without regard to its choice of law principles. It is further expressly understood and agreed that this agreement shall be deemed to have been executed in the City of Norfolk, and to have been performed in the City of Norfolk, Commonwealth of Virginia.

Dispute Resolution: The parties agree to attempt to settle all disputes, controversies or claims, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, through good faith negotiations. If such negotiations fail to resolve the dispute within fifteen (15) days of the date of the initial demand for negotiations, then the parties shall refer the dispute (except those set forth below) to final, binding arbitration in Norfolk, Virginia, under the then current Commercial Arbitration Rules of the American Arbitration Association. This provision shall apply to all claims, regardless of when those claims arose or accrued. BAUER reserves the right to bring in court any claims for equitable relief, including specifically for injunctive relief and to bring any claims for recovery of outstanding invoices directly in court, foregoing the negotiation and arbitration otherwise called for in this paragraph. For matters not subject to arbitration, as set forth above, any action at law, suit in equity or judicial proceeding relating to this Agreement or any provision hereof (including any suit to compel arbitration) shall be instituted only in the applicable Virginia state court situated in Norfolk, Virginia or in the United States District Court for the Eastern District of Virginia, Norfolk Division. BAUER and the Purchaser hereby consent to the exclusive jurisdiction of such courts, and acknowledge that such courts have personal jurisdiction over them and agree that venue is proper in those courts. BAUER and the Purchaser hereby waive the right to a jury trial in any such suit or action.

Attorney's Fees: In the event BAUER employs an attorney because of a violation of any term or provision of this Agreement by the Purchaser, the Purchaser shall pay and be liable for reasonable attorney's fees, expert fees, and court costs incurred by BAUER, including an allowance for fees required in post-judgment collection efforts.

Entire Agreement: This Agreement, including the License Agreement incorporated by reference herein, sets forth the entire understanding of the parties hereto and supersedes all other agreements or representations, oral or written, with regard to the subject matter of this Agreement.

Severability: Any determination that any provision hereof is illegal or void shall not affect the remaining provisions hereof, which shall continue in full force and effect.

UNICUS 4[®]

BAUER COMPRESSORS

Quality. Our DNA

4 AND 5-STAGE ALL-IN-ONE HIGH PRESSURE BREATHING AIR COMPRESSORS

A modern upgrade with the simplicity of analog controls; Aesthetically pleasing yet robust design found only in the UNICUS 4 All-In-One platform. The system is available in either 5000 or 6000 psig with discharge capacities ranging from 13 scfm charge rate to 26 scfm charge rate. Unsurpassed maintenance accessibility abounds as we have provided all access doors with Snap pin technology – pull the pin and lift the door, no hand tools are required. Should you require accessibility to the back of the operations panel, no problem, we have your back, the panel tilts forward. All requisite panels are equipped with sound attenuated material. An integral rack built to accommodate four (4) storage cylinders is standard, along with the piping. Additionally, we provide two (2) ASME coded air storage cylinders as a part of the standard scope of supply. If you want to dress your unit up in concert with the Fire Department theme, ask about our Fire Edition package. When your department needs the best All-In-One compressor system on the market today and backed by our global network of service Partners look to BAUER.

- › **PRESSURE:**
Up to 6000 PSIG
(414 BAR)
- › **CHARGING RATE:**
13 to 42 SCFM
(368 to 1190 L/MIN)
- › **POWER:**
10 to 30 HP
(7.5 to 22 kW)



**UNICUS 4
FIRE EDITION**
OPTIONAL FIRE EDITION PAINT SCHEME
(SHOWN HERE)

STANDARD SCOPE OF SUPPLY

- ▶ BAUER breathing air purification system with SECURUS
- ▶ BAUER PLC based controller with 7" color HMI touchscreen display
- ▶ NEMA 4 rated electrical enclosure with **UL®** listed control panel
- ▶ Compressor low oil pressure and high temperature safety shutdowns
- ▶ Emergency stop push button
- ▶ Hinged cascade fill control panel with Lexan laminate air flow/fill schematic
- ▶ Audible alarm on safety shutdowns
- ▶ Inlet filter maintenance indicator
- ▶ Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic "Full" indication and compressor shutdown
- ▶ Two (2) ASME code stamped air cylinders installed in an integral rack designed to hold four cylinders
- ▶ Sound attenuating enclosure with slam-action latches and lift-off type hinges
- ▶ NFPA 1901 2016 edition compliant 3 position containment fill station accommodates SCBA or SCUBA cylinders up to 31" overall length

AVAILABLE ACCESSORIES (FACTORY INSTALLED)

- ▶ CO monitoring system
- ▶ H₂S monitoring system with audible alarm
- ▶ 100 ft high pressure cabinet enclosed hose reel
- ▶ Additional air storage cylinders
- ▶ Panel mounted remote fill hose connection
- ▶ Dual Fill/3 position
- ▶ Tri Fill/3 position

TECHNICAL DATA

Model	Charging Rate ¹		Number of Stages	Motor		FAD ²	RPM	Purification System
	SCFM	L/MIN		HP	kW			
5000 PSIG (345 BAR)								
UN 4/20-E3	21	595	4	15	11	17.5	1300	P5 SECURUS
UN 4/26-E3	26.4	748	4	20	15	22	1350	P5 SECURUS
6000 PSIG (414 BAR)								
UN 4/13H-E1/E3	13	368	4	10	7.5	10.8	1420	P2 SECURUS
UN 4/18H-E3	18	510	4	15	11	15	1325	P5 SECURUS
UN 4/25H-E3	25.2	714	5	20	15	21	1300	P5 SECURUS

1) Based on recharging an 80 cubic foot tank from 500 to 3000 psig.

2) Compressor capacity referenced to standard inlet conditions.

E1=Single phase electric, 230 VAC/60 Hz. E3=Three phase electric, 208/230/460 VAC/60 Hz. Other voltages available on request. Dimensions and weight are approximate and are subject to change.

SYSTEM FOOTPRINT

UN 4/13H-E1/E3 - UN 4/26-E3:

DIMENSIONS L X W X H inches (mm)

- ▶ 101" x 38" x 78" (2565mm x 965mm x 1981mm)

WEIGHT pounds (kg)

- ▶ 4350 - 4550 lb (1973 - 2064 kg)

Product Specifics

Bauer Compressors, Inc. is the world's leading manufacturer of high pressure breathing air compressor systems and components. Some products on contract include:

- SCBA Cylinders
- Breathing Air Compressor Systems and Components

Pricing Details

This contract offers 10% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Bauer Compressors vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: Public
Procurement Authority
RFP #1610

CONTRACT TERM

Effective Date: 12/20/17

Initial expiration: 12/20/20

Possible extensions through: 12/20/23

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



COUNCIL COMMUNICATION

CC #: 0674

File #: 0704

Title: On-Call Construction Inspection Services - Service Agreement Amendment

Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Service Agreement S2004161 with 4Leaf, Inc.

BACKGROUND

In May 2019, Council approved a service agreement renewal with 4Leaf, Inc. for \$200,000. This was the second renewal of two optional one-year renewals. Subsequently, the projected workload has increased to a total of six new parks - RG Phillips Park, Roccucci Park, F-97 parksite, Pistachio Regional Park, and with the passage of Measure B – Crabb Park and Central Park. In addition to new park projects, development of new streetscapes are on-going and require inspections.

Staff is requesting approval of a service agreement amendment to increase Service Agreement S2004161 from \$200,000 to a total of \$350,000.

FISCAL IMPACT

The amendment will increase the service agreement amount by \$150,000 bringing the total amount of the Service Agreement S2004161 to \$350,000 for this fiscal year. The on-call services agreement does not guarantee an annual amount of work and is in place on an "as needed" basis. Work performed under this service agreement will utilize developer fees and/or capital improvement project budgets.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Jill Geller, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-095

4Leaf amendment

RESOLUTION NO. 20-095

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S2004161) for on-call
construction inspection services, between the City of Roseville and 4Leaf, Inc., has been
reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said service agreement amendment 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



Attached is a copy of the service agreement amendment for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the amendment prior to you signing the document.

Sign the amendment using the below signature guidelines. Alterations or modifications to the amendment are not allowed. Mail **two signed original** copies of the amendment to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. The City requires a *wet* signature on file. Upon receipt of all necessary documents, the City will sign the amendment and return a fully executed original copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the service agreement.

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

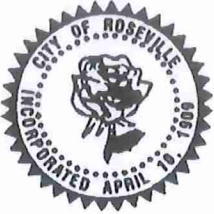
The amendment will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

Service Agreement Return Address:

**Purchasing, Tiffany Valdez
2005 Hilltop Circle
Roseville, CA 95747-9704**



PURCHASING
CITY OF ROSEVILLE

**SERVICE AGREEMENT
AMENDMENT**

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

SERVICE AGREEMENT No: S2004161
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: 12081

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

Contractor License No.:
Business License No.: 824356

Telephone No.: 916-965-0010 Fax: 916-965-0013

Department: PARKS, RECREATION & LIBRARIES

Email address: bgross@4leafinc.com
Contractor: 4LEAF, INC.
ATTN: BERT GROSS
8896 NORTH WINDING WAY
FAIR OAKS, CA 95628

Acct. Code: 1001.5301.58130.000000.38410

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S2004161 ("Agreement"), which was executed on, 4/24/19, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$200,000.00 to \$350,000.00. The purpose of this modification is to provide for an increase in the scope of work due to new park projects requiring inspection.

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

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services;

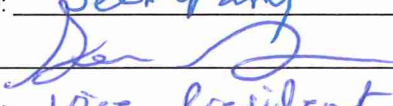
(i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

By: 

Title: Secretary

By: 

Title: Vice President

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Dominick Casey
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 0669

File #: 0900-04-02

Title: 2021 Residential Resurfacing Project - Road Maintenance and Rehabilitation
Account Project Identification

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

Meeting Date: 4/1/2020

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution, as required by Senate Bill 1 (SB 1), identifying the 2021 Residential Resurfacing Project for use of the City's 2021 funding allotment from the State Road Maintenance & Rehabilitation Account (RMRA) Fund.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was signed into law in April of 2017 to address the budget shortfall for maintenance of existing infrastructure throughout the State. As part of the legislation, local agencies are required to list all proposed projects scheduled to receive SB 1 funding by resolution prior to receiving an apportionment of RMRA in a fiscal year. The funding is restricted for use on street maintenance, rehabilitation, safety, and transit projects. The California Transportation Commission issued the requirement that project lists for the 2020-2021 fiscal year are due by May 1, 2020. The attached resolution fulfills that requirement.

The scope of the 2021 Residential Resurfacing Project includes the removal and replacement of failed asphalt roadway sections as well as the application of preventative maintenance surface treatments. Preventative maintenance surface treatments provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement.

The planned 2021 Residential Resurfacing Project will repair Automall Drive and various residential streets within the Hillcrest and South Cirby neighborhoods. The streets scheduled to receive the maintenance and resurfacing application are shown on the attached Exhibit A.

The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the late summer of 2021 and be completed in the fall of 2021. This project is part of our proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by placing relatively affordable asphalt resurfacing products. Keeping our streets in good condition avoids pavement failure that would require more costly rehabilitation and reconstruction.

The City maintains a pavement management software database to help guide staff as to which streets should be resurfaced in any given year based on field inspections and pavement condition data collected at 3 year intervals. The goal is to resurface streets in a systematic way that ensures we get the most out of our limited funding over the long term.

FISCAL IMPACT

The engineer's estimate for this project is \$3.5 million and is funded by \$2.64 million from the Road Maintenance & Rehabilitation Account (RMRA - also know as SB 1) Fund, with the remaining cost covered by Highway Users Tax and Roadway Funds. A budget adjustment from those funds will be brought to Council for approval at the time of Council award of the construction contract. No General Fund resources will be used on the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The requested action for the 2021 Residential Resurfacing Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Noah Siviglia, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-090

Project Location Map

RESOLUTION NO. 20-090

ADOPTING THE 2021 RESIDENTIAL RESURFACING PROJECT
FUNDED BY SENATE BILL 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB-1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$2,637,415 in RMRA funding in Fiscal Year 2020-21 from SB-1; and

WHEREAS, this is the fourth year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

WHEREAS, the City used a Pavement Management System to help develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City maintain and rehabilitate roads throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB-1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The fiscal year 2020-21 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

The 2021 Residential Resurfacing Project is planned to be funded with Road Maintenance and Rehabilitation Account revenues. It includes removal and replacement of failed asphalt concrete roadway sections and the application of a preventative maintenance surface treatment. The maintenance surface treatment will provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement. The planned 2021 Residential Resurfacing Project will repair Automall Drive and various residential streets within the Hillcrest, and S. Cirby neighborhoods. The streets scheduled to receive the maintenance and resurfacing application are shown on the attached Exhibit A. The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the late summer of 2021 and be completed in the fall of 2021.

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:

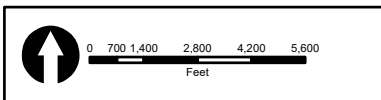
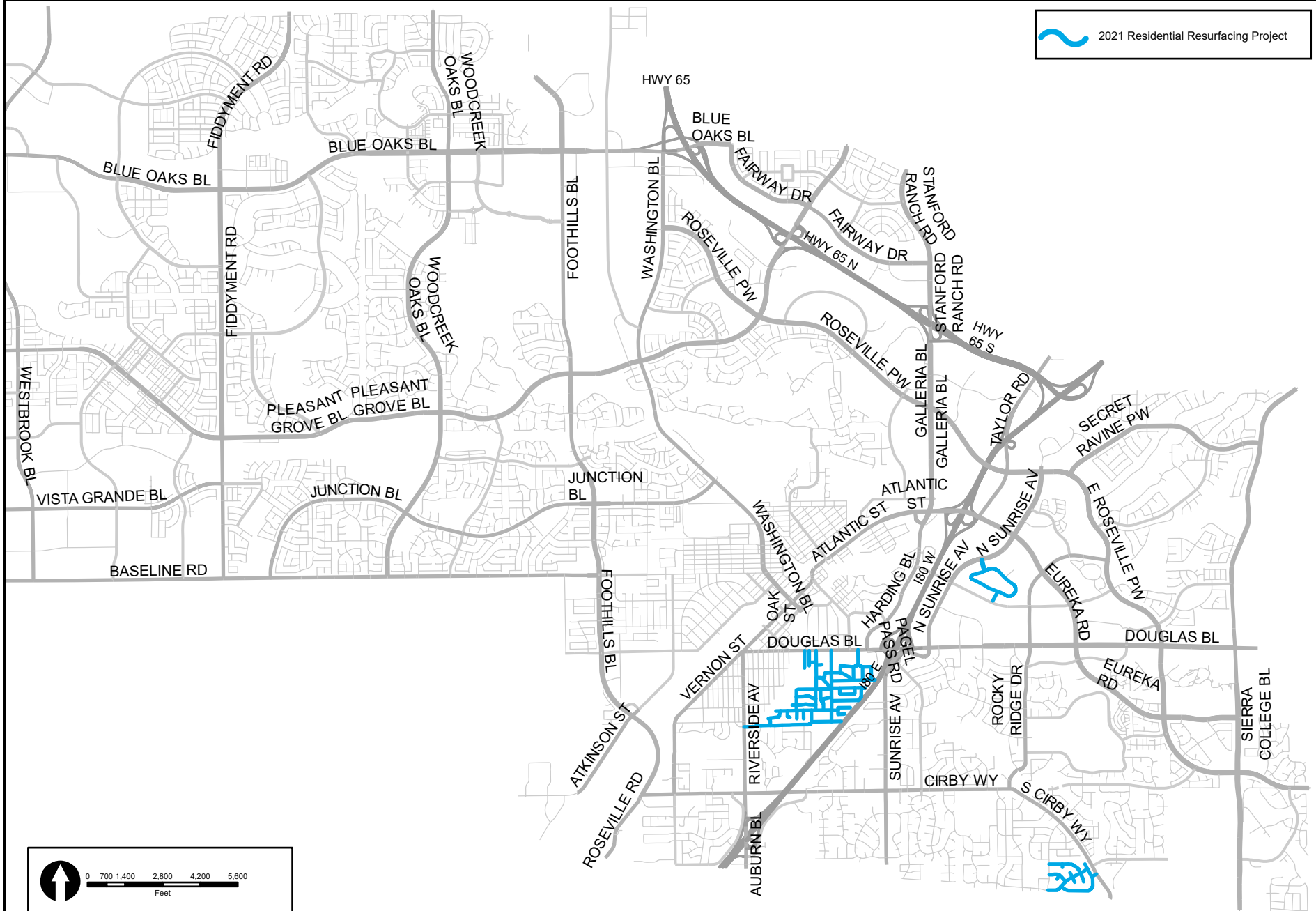
MAYOR

ATTEST:

City Clerk



2021 Residential Resurfacing Project





COUNCIL COMMUNICATION

CC #: 0677

File #: 0721

Title: South Placer District Transportation Sales Tax Expenditure Plan and Ballot Measure

Contact: Lainie Anderson 916-746-1329 landerson@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopts a resolution approving the expenditure plan for a proposed transportation sales tax in the South Placer County District.

BACKGROUND

Subcounty District Legislation – AB 1413

Assembly Bill 1413 was signed into law in October of 2019 by Governor Newsom permitting the formation of a sub-county sales tax district in the counties of San Diego, Solano and Placer. The proposed district must contain only contiguous cities, and either all the unincorporated area of the county or none of the unincorporated area of the county. If authorized by 2/3 of the voters in the proposed district, AB 1413 permits an expenditure plan to fund transportation projects that would benefit the proposed district. In the case of Placer County, according to prior Board direction, this would mean the district could be composed of one or more of the contiguous cities and town of Roseville, Rocklin, Lincoln, and Loomis. Loomis was eliminated from the proposed District due to low support.

Transfer of Local Transportation Funding to Areas Outside of the Proposed District

PCTPA was created over twenty-five years ago to provide local control over transportation priorities and funding within the County. Leaders in Placer felt strongly that local control would benefit the County rather than Placer being dictated priorities by others in the Sacramento Region. Over the last twenty-five years, this has worked very well with both large and small transportation priorities being constructed on-time and on-budget including Interstate 80 Improvements, the Lincoln Bypass, the Sierra College Boulevard/I-80 Interchange, the Douglas Boulevard Interchange, portions of Sierra College Boulevard, State Route 49, Nevada Street (Auburn), Highway 65 Interchanges, the Colfax Roundabout, Phase 1 of the 80/65 Interchange and many more projects. All of these improvements required and received the unanimous commitment of every jurisdiction to ensure each project's successful completion.

In an effort to provide support to Colfax, Auburn and Loomis, which are the only Placer jurisdictions outside the South Placer County District, it is proposed that an annual amount of

\$750,000 in Local Transportation Funding (LTF) be transferred by PCTPA to those jurisdictions. The proposed resolution to the City Councils, Town Council and Board of Supervisors includes language that would support PCTPA amending its current guidelines to provide the additional LTF funding to Colfax, Loomis and Auburn.

Residents within the South Placer County District cities, incorporated cities and towns outside the South Placer County District, and residents in the unincorporated area will all be paying the proposed ½ cent sales tax when they make purchases within the South Placer County District area. The developing communities within the unincorporated County adjacent to the proposed South Placer County District would enjoy a direct benefit from transportation infrastructure funded by the South Placer County District without directly paying into the proposed District. County roads connecting and thus directly benefitting the cities within the South Placer County District would receive a limited amount of funding from the proposed South Placer County District as shown in the proposed expenditure plan.

Transportation Funding Outreach Program

PCTPA Staff, City and Town Staff, and the consultant team conducted a comprehensive outreach program with key stakeholders in the South County, focusing on the need for a local source of funds for transportation infrastructure, including:

- A redesigned website featuring new content and graphics
- The creation of a Business Toolkit with sample social media postings, newsletter stories, closed circuit television images, and infographics.
- Convened regular update meetings for community, business, and civic leaders.
- Presentations to approximately 4,000 people at various events, service groups, neighborhood, political, and other groups by staff, stakeholders, PCTPA Board Members, and the consultant team.
- Sponsorship and informational tables and booths at local events and venues such as the Roseville Holiday Parade, Lincoln showcase, chamber events, Eggplant Festival, and the Galleria connecting with over 35,000 people.
- Op-Eds in local and regional newspapers featuring the Roseville Mayor, Placer County Superintendent of Schools, Roseville Galleria Manager, Lincoln Chamber CEO, and the Sheriff.
- A large social media and movie theater campaign that's garnered millions of impressions and thousands of engagements through March of 2020 with existing and new material.
- A South Placer County Business Summit was held in October and the South Placer Leadership Summit held on January 22. In addition to the main topic, these events provided an opportunity to bring awareness to the general public about the funding strategy.
- A series of electronic billboards ran throughout the District in the fall and spring.
- The Interstate 80/Highway 65 interchange videos, featuring South County business leaders, South County school officials, police chiefs, fire chiefs, emergency room doctors, and elected leaders from Lincoln, Rocklin, and Roseville, which incorporated the need for transportation infrastructure funding, have been released throughout the Summer, Fall, and Winter months.
- A mailer was prepared jointly with the Town of Loomis focusing on the need for Safe Routes to Schools and the need to upgrade the Horseshoe Bar Interchange.
- Two workshops were held in the Town of Loomis at their Council meetings.
- District and city specific mailers.
- An informational tri-fold brochure.
- Various Chamber events.

- Chamber newsletters.
- HOA newsletters and magazines.
- An informational kiosk at the Roseville Galleria.
- Transportation funding educational videos.

Polling Research

Polling has been conducted in the County to investigate the need for a local source of transportation funding over the past eight years. During that time, traffic congestion has been one of the top three issues facing the County in every poll. A similar poll was conducted in February of 2019 and March of 2020. Each poll was prepared with input from the PCTPA Board Subcommittee and was launched and conducted via phone and online interviews between March 5 and March 19. The purpose of the polling was to quantify interest in funding transportation improvements in the Contiguous Cities and Town and to capture the specific concerns regarding traffic congestion from South County residents. Polling included questions which probed components of the expenditure plan and the impact of local and statewide measures in the recent election.

Based on the results, staff recommends moving forward with a potential transportation sales tax measure. Each city council and the Board of Supervisors is being asked to approve the expenditure plan and to recommend the Placer County Local Transportation Authority (PCLTA) Board place the measure on the November 2020 ballot. Final action by the PCTPA Board to place the matter on the November ballot would occur on May 27, and the Board of Supervisors will consider all election items on July 27. A schedule for this process is attached to this report and was prepared by staff and PCLTA legal counsel with input from the Placer County Elections Office and the Clerks of each jurisdiction. The City/County Managers Group have been briefed on the process and polling and concur with this approach.

Proposed Expenditure Plan

An updated draft expenditure plan and expenditure plan summary is attached to this report. The expenditure plan in summary includes the following:

TRANSPORTATION TAX REVENUE ALLOCATIONS	
Major Highway/Road Program	54%
CCJPA Rail and Transit Program	10%
Bicycle and Pedestrian Program	5%
Local Transportation Program	25%
Competitive Projects Program	5%
Transparency, Accountability, and Administration	1%
TOTAL	100%

Impact on Roseville

Should the transportation sales tax receive the support of the people, Roseville will receive an estimated \$5 million dollars per year of non-competitive funding. This funding will help accelerate several badly needed local improvements including:

- Baseline Road widening from Roseville out to Highway 99
- Pleasant Grove widening from Foothills to Woodcreek Oaks
- Roseville Parkway widening near the Galleria Mall and the Fountains
- Blue Oaks bridge widening over Industrial Avenue and the Union Pacific Railroad tracks

With the additional funding, some of these projects could be constructed 10 years sooner.

FISCAL IMPACT

Approximately \$1.2 billion in potential transportation revenue is projected for a proposed 30-year ½ cent sales tax district in the South County. This very conservative revenue analysis was performed by HDL Companies as an update to their 2017 projection which came in at approximately \$1.4 billion. Due to the unknown nature of the land use that could generate sales tax in the unincorporated area of the County, and HDL's experience in examining the feasibility of transportation sales tax measures in other areas of California, HDL did not include a projected increase in sales tax for future developing areas in the South Placer unincorporated area.

With that in mind, HDL revised their projection of sales tax revenue without including the unincorporated areas and found the potential additional transportation revenue from the proposed sales tax would stay essentially the same at \$1.2 billion over 30 years. This is sufficient to cover the gap in local matching funds needed for transportation projects in the proposed South Placer County District.

Staff also examined the feasibility of a ¼ cent sales tax measure, but found that it fell far short of the \$1.2 billion in needed matching funds and would require a second sales tax measure in approximately 10-15 years in order to be able to construct the necessary transportation system for South Placer County.

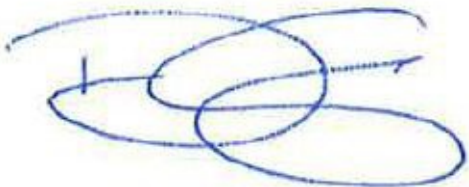
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The South Placer District Transportation Sales Tax Expenditure Plan and Ballot Measure meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Lainie Anderson, Administrative Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-098

Expenditure Plan Exhibit A

Key Dates for Ballot Measures

Expenditure Plan Summary

RESOLUTION NO. 20-098

APPROVING THE EXPENDITURE PLAN FOR THE SOUTH PLACER COUNTY
DISTRICT FOR THE CITIES OF LINCOLN, ROCKLIN AND ROSEVILLE

WHEREAS, in 2006, the Placer County Board of Supervisors designated the Placer County Transportation Planning Agency (PCTPA) as the Local Transportation Authority, in anticipation of placing a potential sales tax measure on the ballot, and a countywide measure was put on the ballot in 2016 and was defeated; and

WHEREAS, competition for State and Federal highway funds is increasing as available funding decreases. At this time, 26 counties in California have a local sales and use tax for local highway and transportation purposes, which can be utilized as matching funds for State and Federal funds, have been and will continue to be more successful in securing such State and Federal funds for improvements putting Placer County at a competitive disadvantage for funding transportation projects; and

WHEREAS, the Placer County Transportation Planning Agency has determined that most of the transportation infrastructure needs of the County lie in the incorporated cities of Lincoln, Roseville and Rocklin and that a district approach to funding those improvements is therefore warranted; and

WHEREAS, Assembly Bill 1413 was signed by the Governor in October 2019, allowing a district sales tax measure for transportation purposes within the contiguous cities of Lincoln, Roseville and Rocklin in Placer County instead of a countywide measure be put on the ballot by the Placer County Transportation Planning Agency; and

WHEREAS, the proposed Expenditure Plan (attached as Exhibit A) was formulated with a broad spectrum of countywide public input over the course of the five years, and both the Expenditure Plan and proposed Ordinance have been reviewed by legal counsel for each jurisdiction in the County; and

WHEREAS, the Expenditure Plan will implement a one-half of one percent (0.5%) retail transactions and use tax for transportation improvements ("Transportation Tax") within the South Placer County District, consisting of the cities of Lincoln, Rocklin and Roseville, to meet the County's transportation needs, including major highway and road projects, local road maintenance and transportation improvement projects, rail and transit projects (including services for commuters, seniors, disabled and for providing innovative transit projects), bicycle and pedestrian projects, and other unanticipated but needed improvements; and

WHEREAS, the Expenditure Plan and Ordinance also provide for the formation of an Independent Citizen Oversight Committee which will review the independent annual fiscal audit of the expenditure of the Transportation Tax funds, and will issue an annual report on its findings regarding compliance with the Expenditure Plan and the requirements of the Ordinance; and

WHEREAS before the Placer County Transportation Planning Agency, acting as the Local Transportation Authority, can consider adopting the proposed Ordinance, the Expenditure Plan must be approved by the Board of Supervisors and the City and Town Councils representing both a majority of the cities and towns in the County, and a majority of the population residing in the incorporated areas of the County; and

WHEREAS, commencing on July 1, 2022, and each year thereafter, the Placer County Transportation Planning Agency would annually reallocate an additional \$750,000 in Local Transportation Funding (LTF) off the total LTF for the entire County (after mandatory set asides), to those cities and towns that are not within the South Placer County District. There would be no extra allocation for the unincorporated area as the county roads benefitting the cities will receive an allocation of the transportation sales tax revenue. This LTF allocation transfer would be enacted by PCTPA amending its LTF Guidelines with input from each of its members agencies; and

WHEREAS, if the Expenditure Plan is approved by the Board of Supervisors and the City and Town Councils representing both a majority of the cities and towns in the County and a majority of the population residing in the incorporated areas of the County, PCTPA, acting as the Local Transportation Authority, will consider adopting the Ordinance at a meeting prior to June 30, 2020; and

WHEREAS, following adoption of the Ordinance, PCTPA will request the Board of Supervisors place the Ordinance approving the Transportation Tax on the November 2020 ballot. The deadline for placing the proposed Ordinance on the ballot is June 30, 2020; and

WHEREAS, the Expenditure Plan, as a funding mechanism which does not commit any agency to funding or approving any specific project or activity listed herein, is not a project within the meaning of the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA review. Prior to the commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed.

NOW THEREFORE BE IN RESOLVED by the City Council of the City of Roseville that:

- (1) The Expenditure Plan, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.
- (2) The Expenditure Plan is not a project as defined by the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA review.
- (3) Staff is hereby directed to file a Notice of Exemption pursuant to CEQA.

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

EXPENDITURE PLAN EXHIBIT A

South Placer County District Transportation Expenditure Plan

This Expenditure Plan shall act as the South Placer County District Expenditure Plan (the "Plan"), was prepared by the Placer County Local Transportation Authority (the "Authority") for the purpose of establishing a one-half of one percent (0.5%) retail transactions and use tax for transportation purposes (the "Transportation Tax") within the incorporated territory of the Cities of Lincoln, Rocklin and Roseville (collectively referred to as the "District") , to be collected for thirty (30) years, if approved by the voters on November 3, 2020. This is proposed by the Authority as a means to fill the shortfall in funding needed to: implement necessary highway, rail, and transit projects; secure new transportation corridors through environmental clearance and right of way purchases; provide adequate maintenance and improvements on the local street and road system; promote economic growth throughout the County; and meet the needs of commuters and the specialized needs of the growing senior and disabled population.

CHAPTER 1: GOALS AND OBJECTIVES

1.1 *MAINTAIN AND IMPROVE THE QUALITY OF LIFE IN PLACER COUNTY BY SUPPLEMENTING EXISTING FUNDS FOR TRANSPORTATION*

Reduce current congestion and provide adequate transportation facilities to accommodate reasonable growth in the future.

Provide funding for the adequate maintenance and improvement of local streets and roads, transit infrastructure and operations within, or for the benefit of, the City of Lincoln, City of Rocklin and City of Roseville, and unincorporated areas benefiting such District cities.

Enhance Placer County's ability to secure state and federal funding for transportation by offering local matching funds.

1.2 *PROVIDE FOR ACCOUNTABILITY IN THE EXPENDITURE OF TAXPAYER FUNDS*

Provide for mandatory dedication of Transportation Tax funds only for the transportation improvements and programs identified in this Plan and no other purpose.

Provide for a mandatory, annual financial audit of program expenditures to insure that all funds are spent in accordance with this voter adopted Plan and associated legal ordinance.

Provide for an independent Citizen Oversight Committee to review the mandatory annual financial audits of program expenditures and to produce an annual report of findings to the Board and the public.

Provide for a Maintenance of Effort requirement in funds made available to city and County governments for local street and road programs to insure the new money for this purpose is adding to current funding levels.

Provide for the strict limitation of administrative staff costs in implementing this Plan, by limiting, in law, funds expended for salaries and benefits to no more than one percent (1%) of the annual amount of revenues raised by the Transportation Tax as provided in Section IX of the Ordinance, net of the amount of fees paid to the California Department of Tax and Fee Administration (CDTFA) for collection of the sales tax.

Provide for this Plan to be reviewed at least every ten (10) years for the period it is in effect to ensure that the changing needs and priorities of the jurisdictions are met, as provided in Section XII of the Ordinance.

Provide for the mandatory termination of the Transportation Tax in thirty (30) years from the operative date, requiring additional voter approval at a general election for any extension.

1.3 PROVIDE FOR EQUITY IN THE DISTRIBUTION OF TRANSPORTATION TAX REVENUES

Address the unique needs of each of the areas of the District.

Provide a reasonable balance between competing highway, rail, transit, bicycle/pedestrian, and local streets and road needs.

1.4 PROVIDE FOR LOCAL CONTROL OF THE TRANSPORTATION IMPROVEMENT PLAN

Provide for cost effective, local administration of the Plan through the existing Placer County Transportation Planning Authority. No new agency would be required to administer these funds.

Delegate appropriate administrative responsibility to the cities and the County and other local agencies designated by a city, the County, or the Authority for local programs.

CHAPTER 2: TAXPAYER ACCOUNTABILITY SAFEGUARDS

2.1 LEGAL DEDICATION OF FUNDS

Funds generated by the Transportation Tax, net of the amount of fees paid to the California Department of Tax and Fee Administration (CDTFA), may only be used for transportation purposes as described in the Ordinance governing this Plan, including the acquisition, construction, environmental mitigation, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and equipment, and for related transportation purposes. These purposes include but are not limited to expenditures for planning, environmental reviews, engineering and design costs, related right-of-way acquisition, and construction, engineering, project management, and administration.

2.2 MANDATORY ANNUAL FISCAL AUDIT

No less than annually, the Authority shall conduct an independent fiscal audit of the expenditure of all funds generated by the Transportation Tax. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with this Plan as adopted by the voters in approving the Ordinance on November 3, 2020. In addition, the audit shall determine compliance with the Maintenance of Effort requirements and requirements described in Section 3.3 of this Plan entitled "Local Transportation Programs." The audit shall also ensure that no more than one percent (1%) of the annual amount of Transportation Tax is used for administrative staff salaries and benefits in implementing this Plan, as required under Section IX of the Ordinance.

2.3 INDEPENDENT CITIZEN OVERSIGHT COMMITTEE

A seven (7) member Independent Citizen Oversight Committee shall be formed to review the annual independent fiscal audit of the expenditure of the Transportation Tax funds and issue an annual report on its findings regarding compliance with the requirements of the Expenditure Plan and the Ordinance to the Authority Board of Directors. The annual report shall also be made available to the public. Membership in the Independent Citizen Oversight Committee shall be composed of two registered voters appointed by the governing body of each District city and one appointed by the Placer County Board of Supervisors. The appointee of the County shall reside in the District. Persons currently employed by the Placer County Transportation Planning Agency, County of Placer or any District incorporated city therein, or currently serving as a city councilmember or member of the Board of Supervisors, are not eligible for membership on the Citizen Oversight Committee.

In the event a contiguous city or town is added to the District, the Independent Citizen Oversight Committee membership would be expanded to include two registered voters appointed by the governing body of that new city or town.

2.4 MANDATORY PLAN UPDATE AND TERMINATION OF TRANSPORTATION TAX

This Plan shall be reviewed by the Authority at least every ten (10) years that the Transportation Tax is in effect to reflect current and changing transportation priorities and needs in the District, as defined by the duly elected local government representatives on the Authority Board. Any changes to this Plan must be adopted in accordance with Section XII of the Ordinance and with current law in effect at the time of the update, and must be based on findings of necessity for change by the Authority. The Transportation Tax authorized to be collected by the voters shall expire in exactly thirty (30) years, unless the voters approve an extension of the Transportation Tax prior to the expiration date, as may be required under state law in effect at the time of the vote for extension.

CHAPTER 3: SPECIFIC TRANSPORTATION PROGRAMS TO BE FUNDED

The Transportation Tax shall be allocated by the Authority based on a recommendation from the District Policy Advisory Committee for projects within or benefiting the District cities consistent with the following provisions.

3.1 MAJOR HIGHWAY/ ROAD PROGRAMS – Fifty-Four Percent (54%)

Many more state highway improvement projects are needed to deal with congestion and safety problems in the District than existing state and federal revenues can fund. Programmed and projected formula funds from these sources over the thirty (30) years are estimated to be **one hundred and twenty seven million dollars (\$127 million)** and will fund about **fifty-four percent (54%)** of the improvements needed and identified in this Plan. Funds generated by the Transportation Tax will supplement those funding sources with an estimated **\$648 million** and, along with an estimated **one billion one hundred and fifteen million dollars (\$1.115 billion)** in developer impact fees, state, federal and other sources, will cover the remaining costs estimated to accomplish these improvements. **The actual amount of funds available for expenditure on state highway improvement projects from the identified sources and the amount expended for such purposes may vary from these estimates.**

Fifty-four percent (54 %) of the Transportation Tax is allocated to Major Highway/Road Projects. The Major Highway/Road projects to be implemented with the Transportation Tax revenues are as follows:

ROUTE	LIMITS	PROJECT
I-80/SR 65	Interchange Phase 2-3	Improve interchange operations and capacity
I-80	I-80/Rocklin Road Interchange	Improve interchange capacity and operations
I-80	Douglas Blvd to Riverside Ave (westbound) SR 65 to Rocklin Rd (eastbound)	Add/extend auxiliary lanes
SR 65	Galleria Blvd to Ferrari Ranch Road.	Widen to 3-5 lanes each direction
SR 65	SR 65/Nelson Lane Interchange SR65/Nicholas Road Interchange	Improve to grade separated interchange
Baseline Road	Foothills Blvd to SR 70/99	Widen to 4-6 lanes and grade separation at UPRR
Placer Parkway	SR 65 to SR 70/99	Construct 4-6 lane expressway

The final scope and project limits of all improvements proposed for the State Highway system will be determined through the environmental clearance process.

The Authority may add additional Major Highway/Road projects, should the Transportation Tax produce more revenue than now predicted or the Authority be more successful than anticipated in attracting state/federal matching funds, developer impact fees, or obtaining other grants and funds for transportation infrastructure purposes, or due to unforeseen circumstances

3.2. *RAIL AND TRANSIT PROGRAM – 10%*

This Plan will provide an estimated **one hundred and twenty million dollars (\$120 million)** of Transportation Taxes to expand rail, add bus rapid transit, and implement services and continue and expand programs to meet the transit needs of seniors, disabled persons and commuters.

3.2.a. Transportation Services for Seniors, Disabled Persons and Local Residents

Seniors and disabled persons are becoming an increasing percentage of the population each year, and will drive demand for more frequent transit service to more areas. In addition, a number of transportation programs have been implemented which meet specialized needs for transportation to medical services, social service agencies and programs, shopping and other purposes that cannot be met by conventional transit. Local residents are also in need of improvements in local transit service. An estimated **sixty million dollars (\$60 million)** in Transportation Tax funds will be used to expand these transit services.

3.2.b. Capitol Corridor Rail and Bus Rapid Transit Service

The existing Capitol Corridor rail service has provided a viable alternative to the automobile for daily commuters to downtown Sacramento and reduces traffic on I-80. The current service level needs to be augmented by expanding capacity between Sacramento and Roseville to bring ten (10) round trips per day to Placer County. In addition, establishment of frequent and timely bus rapid transit service that provides a reasonable alternative to the automobile for existing and future daily commuters who travel to and within the South Placer area is needed. An estimated **sixty million dollars (\$60 million)** of Transportation Tax funds will be made available for capital and operations of these rail and bus rapid transit services and to match available federal funds.

3.2.c. Commuter/Express Bus Service

Placer County's existing commuter bus services provide a safe, convenient, and comfortable alternative to driving and removes congestion from highways. There is strong demand to expand this highly popular effective service to connect more residential areas and major employment centers. An estimated **sixty million dollars (\$60 million)** of Transportation Tax funds will be made available for capital and operations of commuter and express bus services, and to match available federal and state funds.

The actual amount of funds available for expenditure on transit and other projects described in this Section from the identified sources and the amount expended for such purposes may vary from these estimates.

3.3. *LOCAL TRANSPORTATION PROGRAM – twenty-five percent (25%)*

The local transportation systems, particularly local streets and roads, are critical to the everyday movement of people within the District cities and the County in an area benefiting the District.

Much of the road system is aging, has potholes, and is in need of expanded maintenance and rehabilitation. New local roads adjacent to new residential and business developments will continue to be constructed and paid for by the developers. Current resources, without the establishment of Transportation Tax revenues for transportation, cannot provide adequate funding to maintain the local street and road system at the level necessary to adequately serve the public.

The priorities for local transportation vary among individual local jurisdictions. While overlay, reconstruction, repair, and maintenance of the local road system are needs common to all and is specifically allowable as an expenditure of these funds, there are additional needs as well. Transportation Tax funds can be used for transportation projects, transit operations, projects that support transportation/land use coordination, and air quality improvement projects, as designated by this Plan. Some examples of allowable projects include bike paths, transit centers, widening of existing local roads, local matching funds for transportation grants or earmarks, fueling stations for electric vehicles, compressed natural gas or other alternative fuels, sidewalks and pedestrian paths, transportation demand management programs, lighting, landscaping, security for transportation facilities, park and ride lots, Safe Routes to School programs, and traffic signal synchronization.

This Plan will provide an estimated **three hundred million dollars (\$300 million)** of Transportation Taxes specifically for these purposes. The funds will be distributed to the cities and the County for connecting roadways, trails and transit systems within or benefiting the District cities by a formula based on an equal weighting of each jurisdiction's proportionate share of the total County population and road miles, with a minimum allocation of **Five Hundred Thousand Dollars (\$500,000)** for each jurisdiction. Allocations will be updated annually based on California Department of Finance population data and reported road miles.

The actual amount of funds available for expenditure on local transportation projects from the identified sources and the amount expended for such purposes may vary from these estimates.

In order to be eligible for these funds, each jurisdiction shall satisfy and continue to satisfy the following requirements:

1. On July 1 of each year, file a Five-Year Capital Improvement Program including all capital transportation projects, including projects funded by the jurisdiction's share of the Transportation Tax.
2. The portion of funds under this Program shall be put into a "Placer County Roads (Benefitting Contiguous Cities) Fund." Expenditures from this Fund may include to the expansion, repair, safety, complete streets and maintenance of existing county roads connecting the cities within the District or which benefit the District cities.
3. Adopt and administer a development impact fee program that requires new development to pay a fair share of necessary transportation improvements attributable to the new development.
4. On July 1 of each year, file with the Authority an annual Expenditure Report for the prior fiscal year identifying the amount of Transportation Taxes, developer impact fees and other local agency funds expended by the jurisdiction and certify that the maintenance of effort requirements of the Ordinance and the Expenditure have been satisfied.

3.5 *BICYCLE AND PEDESTRIAN PROGRAM – five percent (5%)*

Bicycle, pedestrian, and neighborhood electric vehicle (NEV) travel provide a viable alternative for short distance trips and enhance the quality of life in our neighborhoods. Safe, easy to use facilities in key areas support the attractiveness of these clean and healthy transportation modes. An estimated **sixty million dollars (\$60 million)** in net Transportation Tax funds will be used to match local, state, and federal funds to construct and improve bicycle, pedestrian, and neighborhood electric vehicle facilities and otherwise to support walkable and bikeable communities including Safe Routes to School.

The Authority shall establish, in the first year after the adoption of this Ordinance, the criteria by which projects are deemed eligible for funding under this Program, and the selection criteria by which such eligible projects are selected. The eligibility and selection criteria shall include safety, connectivity to schools and to the overall system estimated demand/usage, ability to attract matching funds, and lack of other funding in the overall Transportation Expenditure Plan.

3.6 *COMPETITIVE PROJECTS PROGRAM – five percent (5 %)*

It is recognized that the Plan cannot anticipate every factor that could affect transportation needs over its thirty (30) year life. New technologies, new travel

patterns, and new transportation modes are amongst the many possibilities that may arise in the future. To provide the flexibility to meet those unanticipated needs and opportunities, the Transportation Plan is anticipated to provide approximately **sixty million dollars (\$60 million)** to a Competitive Projects Program. The Authority shall establish, in the first year after the adoption of this Ordinance, the criteria by which projects are deemed eligible for funding under this Program, and the selection criteria by which such eligible projects are selected. The eligibility and selection criteria shall include safety, congestion relief, ability to attract matching funds, and lack of other funding in this overall Transportation Expenditure Plan. Any Competitive Projects Program funds unspent at the conclusion of the thirty (30) year Plan would be added to the Local Transportation Program.

CHAPTER 4: BOND FINANCING

Construction of the highway and rail projects and implementation of the local streets and roads and other programs identified in this Plan are needed as soon as possible. In order to accomplish this, some level of borrowing will be required, with debt to be repaid with Transportation Tax revenues. The Authority will determine the extent of borrowing that is reasonable and that can be supported by Transportation Tax revenues as the Plan is implemented.

CHAPTER 5: ALLOCATIONS SUMMARY

TRANSPORTATION TAX REVENUE ALLOCATIONS	
Major Highway/Road Program	54%
Rail and Transit Program	10%
Bicycle and Pedestrian Program	5%
Local Transportation Program/Rural Roads Maintenance and Repair Program	25%
Competitive Projects Program	5%
Transparency, Accountability, and Administration	1%
TOTAL	100.000%

The Authority may reallocate the expenditure of Transportation Taxes in any given year on a different percentage basis provided that the percentage allocations set forth above are achieved over the duration of the Ordinance.

CHAPTER 6. FUNDING FLEXIBILITY AND BONDING TO EXPEDITE PROJECTS

To more quickly deliver transportation projects for the benefit of Placer County residents, visitors, and businesses, the Authority may temporarily shift Transportation Tax revenues and developer impact fees administered by the South Placer Regional Transportation Authority (SPRTA) amongst projects in any given year. However, the proportionate shares for funding contributions and purposes over the 30-year period may not be changed without an amendment of this Plan as required by law and Section XII of the Ordinance. Transportation Tax revenues subject to this temporary shift specifically exclude those annually allocated to the cities and County under the Local Transportation Program (Section 3.3 of this Plan). Shifts may not be made without previous consultation with the affected local agencies and two-thirds majority approval of the Authority Board of Directors.

CHAPTER 7. INFORMING THE PUBLIC OF LOCAL FUNDING SUPPORT

All projects using \$1 million or more of Transportation Tax revenues shall be signed to inform the public that Transportation Tax revenues support the project.

CHAPTER 8. SEVERANCE PROVISIONS

If any provision of this Plan, or the application thereof, is for any reason held invalid and unenforceable by a court of competent jurisdiction to a person or circumstance, the remainder of the Plan and the application of such provision to other persons or circumstances shall not be affected thereby, and the Authority declares that it would have passed each part of this Plan irrespective of the validity of any other part.

Placer County-South County District Transportation Improvement Plan and Retail Transaction and Use Tax Countdown to Election Day - November 3, 2020

- ★ **January 22, 2020 PCTPA Board Meeting**
Polling #2 Results – Boundary Determination Discussion
- ★ **Late February**
Email Ordinance and Expenditure Plan to City/Town/County Attorneys
- ★ **March 25, 2020 | PCTPA Board Meeting**
 - ➔ Polling #3 results presented to PCTPA Board – Decision on whether to proceed
 - ➔ Ordinance and Expenditure Plan to Board – 1st Reading
- ★ **April 1, 2020 @ 6:00 pm: Roseville City Council | Approval of Expenditure Plan**
March 11th – Staff Report Due
- ★ **April 8, 2020 @ 6:00 pm: Colfax City Council | Approval of Expenditure Plan**
March 24th – Staff Report Due
- ★ **April 13, 2020 @ 6:00 pm: Auburn City Council | Approval of Expenditure Plan**
April 7th – Staff Report Due
- ★ **April 14, 2020 @ 6:00 pm: Rocklin City Council | Approval of Expenditure Plan**
March 31st – Staff Report Due
- ★ **April 14, 2020 @ 7:00 pm: Loomis Town Council | Approval of Expenditure Plan**
April 6th – Staff Report Due
- ★ **April 21, 2020 @ 9:00 am: Placer Co Board of Sups | Approval of Expenditure Plan:**
April 13th – Staff Report Due
- ★ **May 12, 2020 @ 6:00 pm: Lincoln City Council | Approval of Expenditure Plan**
April 21st – Staff Report Due
- ★ **May 27, 2020 | PCTPA Board**
2nd Reading of Adoption of Ordinance and Expenditure Plan to the PCTPA Board
- ★ **May 28, 2019 | Publish Ordinance with Board Votes from May 27, 2020**
- ★ **July 1, 2020**
125 days before election: Last day boundary maps and accompanying resolution can be presented to elections.
- ★ **July 21, 2020**
Placer County Board of Sups votes to place all election items on the November ballot
- ★ **August 7, 2020**
Last day to file arguments against the proposed ballot measure
- ★ **August 17, 2020**
Last day to file rebuttal arguments
- ★ **November 3, 2020**
Election Day

PCTPA/SOUTH PLACER DRAFT TRANSPORTATION SALES TAX DISTRICT TRANSPORTATION INVESTMENT PLAN (March 2020)

Category	Project	Total Project Cost	Estimated Funding from Other Sources (in millions)	Shortage	Sales Tax Contribution (in millions)	Percentage of Sales Tax Revenue	Sources of Other Revenues/ Matching Funds	Annual Amount Sales Tax Revenues (in millions)
MAJOR HIGHWAY PROJECTS <i>Environmental, design, right of way, and construction</i>	TOTAL MAJOR HIGHWAY PROJECTS	\$ 1,762.0	\$ 1,117.0	\$ 648.0	\$ 648.0	54%	Various	
	I-80/SR 65 Interchange Phase 2	\$ 495.0	\$ 248.0	\$ 247.0	\$ 247.0		State/federal matching funds, developer fees	
	I-80/SR 65 Interchange Phase 3	\$ 85.0	\$ 60.0	\$ 25.0	\$ 25.0			
	SR 65 Widening <i>Galleria Blvd to Ferrari Ranch Road</i>	\$ 115.0	\$ 82.0	\$ 33.0	\$ 33.0		Developer fees	
	Placer Parkway	\$ 595.0	\$ 570.0	\$ 25.0	\$ 25.0		Developer fees, Sutter Co fees	
	Baseline Road Widening	\$ 100.0	\$ 90.0	\$ 10.0	\$ 10.0		Developer fees, Sutter Co fees	
	I-80 Auxiliary Lanes	\$ 32.0	\$ 12.0	\$ 23.0	\$ 23.0		State/federal matching funds	
	Interchange Program <i>I-80/Rocklin Road SR 65/Nelson Lane SR/65/Nicolaus Road</i>	\$ 140.0	\$ 55.0	\$ 85.0	\$ 85.0		Developer fees	
	Financing for Early Construction	\$ 200.0	\$ -	\$ 200.0	\$ 200.0		None	
ALTERNATIVE TRANSPORTATION PROJECTS	TOTAL SENIOR/DISABLED TRANSIT, BICYCLE/PEDESTRIAN AND COMMUTER IMPROVEMENTS	\$ 540.0	\$ 360.0		\$ 180.0	15%	All Transit, Bicycle/Ped and Commuter Improvements	
Senior/Disabled/Other Transit <i>Environmental, design, right of way, construction, capital projects and operation</i>	Senior/Disabled Transit Enhancements	\$ 100.0	\$ 40.0		\$ 60.0	5%	Transit Funds	
Bicycle/Pedestrian Projects <i>Environmental, design, right of way, capital projects and construction</i>	Various Countywide	\$ 140.0	\$ 80.0		\$ 60.0	5%	State/federal matching funds	
Commuter Improvements (Rail, Bus, Operations) <i>Enviornmental, design, right of way, capital projects, operations</i>	TOTAL COMMUTER IMPROVEMENTS	\$ 300.0	\$ 240.0		\$ 60.0	5%	Various	
	Commuter Bus/Innovative Transit Projects	\$ 75.0	\$ 55.0		\$ 20.0		Cap & Trade, transit funds	
	Capital Corridor Rail/Bus Rapid Transit	\$ 225.0	\$ 185.0		\$ 40.0		Cap & Trade, transit funds	
LOCAL PROJECTS <i>Local traffic congestion hot spots and matching funds for local transportation priorities</i>	TOTAL DISTRICT	\$ 728.4	\$ 428.4		\$ 300.0	25%	State and Federal funds (Reduced due to SB1) (Numbers will adjust over time)	\$ 10.0
	City of Lincoln	\$ 128.7	\$ 72.4		\$ 56.2			\$ 1.9
	City of Rocklin	\$ 181.9	\$ 109.2		\$ 72.7			\$ 2.4
	City of Roseville	\$ 293.3	\$ 145.5		\$ 147.8			\$ 4.9
	Placer County Roads (Benefitting Contiguous Cities Only)	\$ 124.5	\$ 101.3		\$ 23.2			\$ 0.8
COMPETITIVE PROJECTS PROGRAM <i>Transportation improvements</i>	Various Countywide	\$ 135.0	\$ 75.0		\$ 60.0	5%	State/federal matching funds, developer fees	
TRANSPARENCY, OVERSIGHT, AND ADMINISTRATION		\$ 12.0	\$ -		\$ 12.0	1%	None	\$ 0.4
TOTAL PROGRAM		\$ 3,177	\$ 1,980		\$ 1,200	100%		

Version - Mar. 20 - Local project match: 2018 gas tax formula, RSTP formula, TDA non-transit, Bike/ped match: CMAQ bike/ped 2017-2019, TDA bike ped



COUNCIL COMMUNICATION

CC #: 0673

File #: 0900-04-01

Title: Oak Ridge Drive Bridge Replacement Project – Purchase of Shaded Riverine Aquatic (Stream Channel) Mitigation Credits

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

Meeting Date: 4/1/2020

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an Agreement for Sale of Mitigation Credits for 261.36 linear feet (0.06 acres) of stream channel mitigation credits for the amount of \$22,215.60 from Westervelt Ecological Services for the Oak Ridge Drive Bridge Replacement project.

BACKGROUND

The Oak Ridge Drive Bridge Replacement project entails replacing the Oak Ridge Drive Bridge over Linda Creek between Vinmar Ct and Rampart Drive, and reconstructing Oak Ridge Drive, the bike path, and floodwalls to conform to the new bridge. The existing narrow bridge will be replaced with a longer standard-width single span two-lane bridge, with shoulders and sidewalks. The new bridge and roadway profile will be elevated and lengthened to pass the 200-year design flood event level in Linda Creek.

Past council actions on this project include awarding of a contract to Mark Thomas & Company, Inc. for bridge design on March 8, 2013, project approval and adoption of a Mitigated Negative Declaration on October 21, 2015, and plan approval and authorization to bid on February 5, 2020.

The project was designed to minimize effects on biological resources. However, construction of the new bridge and roadway approaches, and erosion protection installation will cause effects to stream channel habitat. Accordingly, the City obtained permits from the Army Corps of Engineers, U.S. National Marine Fisheries Service (NMFS), and Regional Water Quality Control Board. To compensate for the permanent loss of 0.02 acres of stream channel, the permits require purchase of 261.36 linear feet (0.06 acres) of shaded riverine aquatic (stream channel) mitigation credits from a NMFS approved anadromous fish conservation bank.

FISCAL IMPACT

The project is part of the Grouped Project for Bridge Rehabilitation and Reconstruction – Highway Bridge Program (HBP) (VAR79008), in the Sacramento Area Council of Government's (SACOG) Metropolitan Transportation Improvement Program (MTIP). The proposed project is funded with HBP funds and toll credits, which pay 100% of the total project costs. There will be no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed purchase of wetland mitigation credits does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA compliance for the Oakridge Drive Bridge Replacement Project was completed in October 2015.

Respectfully Submitted,

Terri Shirhall, Environmental Coordinator

Mike Isom, Development Services Director

ATTACHMENTS:

Description

Resolution No. 20-094

Purchase Agreement

401 Water Quality Certification

NMFS Concurrence Letter

RESOLUTION NO. 20-094

APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WESTERVELT ECOLOGICAL SERVICES, LLC AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Mitigation Credits to implement the Oak Ridge Drive Bridge Replacement Project, by and between Westervelt Ecological Services, LLC Bank and the City of Roseville, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Cosumnes Floodplain Mitigation Bank
AGREEMENT FOR SALE OF MITIGATION CREDITS

Permit Number: 1600-2016-0112-R2
WDID# 5A31CR00443A1

This Agreement is entered into this _____ day of _____, 2020 by and between WESTERVELT ECOLOGICAL SERVICES, LLC (Bank Owner) and CITY OF ROSEVILLE, a municipal corporation (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Cosumnes Floodplain Mitigation Bank (Bank) located in Sacramento County, California; and

B. The Bank was approved by the U.S. Army Corps of Engineers (USACE), U.S. Environmental Protection Agency (USEPA), National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW) (jointly referred to as "Agencies") on **September 30, 2009**, and is currently in good standing with these agencies; and

C. The Bank has received approval from the Agencies to offer riparian wetlands and seasonal wetlands under the Clean Water Act and riparian forest, Scrub Shrub, and Shaded Riverine Aquatic (SRA) credits through the *Cosumnes Floodplain Mitigation Bank Enabling Instrument* (Bank Agreement); and

D. Project Applicant is seeking to implement the **Oak Ridge Drive Bridge Replacement Project** described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact waters of the U.S. and seeks to compensate for the loss by purchasing Credits from the Bank; and

E. Project Applicant has been authorized by the Regional Water Quality Control Board (WDID# 5A31CR00443A1) and the National Oceanic and Atmospheric Administration National Marine Fisheries Service (WCR-2015-3088), to purchase from the Bank **261.36 Linear Feet (0.06 acres) of Shaded Riverine Aquatic (Stream Channel) credits** upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant **Shaded Riverine Aquatic (Stream Channel) credits**;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **261.36 Linear Feet (0.06 acres) of Shaded Riverine Aquatic (Stream Channel) credits** for the purchase price of **\$22,215.60**. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the credits specified in paragraph E above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number; vii) Regional Water Quality Control Board and the National Oceanic and Atmospheric Administration National Marine Fisheries Service(if applicable); viii) Total Number of Credits Authorized to Sell; vixi) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

WESTERVELT ECOLOGICAL SERVICES, LLC
Cosumnes Floodplain Mitigation Bank Owner

By:  Date: 2-19-2020

PROJECT APPLICANT:

CITY OF ROSEVILLE

By: _____ Date: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED****Permit Number: 1600-2016-0112-R2
WDID#: 5A31CR00443A1****Project Description:**

The Oak Ridge Drive Bridge Replacement Project is located at an existing bridge crossing of Linda Creek on Oak Ridge Drive, south/east of Interstate 80, north of Cirby Way, south of Douglas Boulevard, east of Sunrise Boulevard, and west of Rocky Ridge Road in the City of Roseville, Placer County, CA.

The City of Roseville is proposing to replace the Oak Ridge Drive Bridge over Linda Creek and reconstruct Oak Ridge Drive, the bicycle pathway, and the floodwalls to conform to the new bridge. The project proposes to replace the narrow bridge to accommodate a standard width involving two travel lanes with standard shoulders for bicycle lanes and sidewalks. The new bridge and roadway profile would be elevated and lengthened to pass the 200-year design flood event in Linda Creek. The proposed project would entail the following activities: 1) remove the constricting earthen fill prism from the floodway; 2) remove the functionally obsolete, narrow two-lane bridge; 3) construct a longer, standard single span two-lane bridge with shoulders and sidewalks; 4) raise the roadway and bridge profile; 5) reconnect the floodwalls with transitions to the new bridge; and 6) relocate one sewer and one water line with the new bridge.

Exhibit "B"

BILL OF SALE

In consideration of **\$22,215.60**, receipt of which is hereby acknowledged, *Cosumnes Floodplain Mitigation Bank* Sponsor does hereby bargain, sell and transfer to *City of Roseville* **261.36 Linear Feet (0.06 acres) of Shaded Riverine Aquatic (Stream Channel) credits** in the *Cosumnes Floodplain Mitigation Bank* in Sacramento County, California, developed, and approved by the U.S. Army Corps of Engineers, U. S. Environmental Protection Agency, California Department of Fish and Wildlife, and National Marine Fisheries Service.

Westervelt Ecological Services, LLC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services, LLC covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Westervelt Ecological Services, LLC
Cosumnes Floodplain Mitigation Bank Owner

By: _____

Exhibit "C"

**Cosumnes Floodplain Mitigation Bank
PAYMENT RECEIPT****PARTICIPANT INFORMATION**

Name: City of Roseville

Address: 311 Vernon Street Roseville, CA 95678

Telephone:

Contact:

PROJECT INFORMATION

Project Description: Oak Ridge Drive Bridge Replacement Project

Permit Number: 1600-2016-0112-R2

WDID#: 5A31CR00443A1

Species/Habitat Affected: Waters of the U.S.

Credits to be Purchased: 261.36 Linear Feet (0.06 acres) of Shaded Riverine Aquatic (Stream Channel) credits

Payment Amount: \$22,215.60

Project Location: City of Roseville

County/Address: Placer County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC

Payer: CITY OF ROSEVILLE

Amount: Twenty Two Thousand Two Hundred Fifteen Dollars and Sixty Cents

Method of payment: Cash Check No. Money Order No.

Received by: _____ Date: _____
(Signature)

Name:

Title:

Cosumnes Floodplain Mitigation Bank Credit Sales Agreement

Central Valley Regional Water Quality Control Board

8 September 2016

Hossein Naghibzadeh
City of Roseville, Public Works Department
311 Vernon Street
Roseville, CA 95678



CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; CITY OF ROSEVILLE, PUBLIC WORKS DEPARTMENT, OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT (WDID NO. 5A31CR00433), PLACER COUNTY

This Order responds to the 27 May 2016 application submitted by the City of Roseville (Applicant) for the Water Quality Certification of a bridge replacement project permanently impacting 0.016 acre/125 linear feet and temporarily impacting 0.083 acre/142 linear feet of waters of the United States.

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit 14 (SPK-2016-00222 under Section 401 of the Clean Water Act, and Waste Discharge Requirements under the Porter-Cologne Water Quality Control Act.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section 13330 of the California Water Code and Section 3867 of the California Code of Regulations (CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR Section 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required Section 3833 of the California Code of Regulations.

4. This Certification is no longer valid if the project (as described) is modified, or coverage under Section 404 of the Clean Water Act has expired.
5. All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.
 - a. For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if *authority* to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor.
 - c. For a municipality, State, federal, or other public agency: by either a principal executive officer or ranking elected official.
6. Any person signing a document under Standard Condition No. 5 shall make the following certification, whether written or implied:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

TECHNICAL CERTIFICATION CONDITIONS:

In addition to the above standard conditions, the Applicant shall satisfy the following:

1. The Applicant shall notify the Central Valley Regional Water Quality Control Board (Central Valley Water Board) in writing at least **seven (7) days** in advance of the start of any work within waters of the United States. The notification shall include the name of the project and the WDID number, and shall be sent to the Central Valley Water Board Contact indicated in this Certification.
2. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. The Applicant shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors)

performing work on the proposed Project shall be adequately informed and trained regarding the conditions of this Certification.

4. The Applicant shall perform surface water sampling:

- a) when performing any in-water work;
- b) in the event that project activities result in any materials reaching surface waters; or
- c) when any activities result in the creation of a visible plume in surface waters.

The monitoring requirements in Table 1 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

Table 1:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—

⁽¹⁾ Grab samples shall be taken at mid-depth and be collected at the same time each day to get a complete representation of variations in the receiving water.

⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.

⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

⁽⁴⁾ A hand-held field meter may be used, provided that the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring required by this Certification shall be maintained at the Project site.

As appropriate, surface water monitoring shall occur at mid-depth. A surface water monitoring report shall be submitted to the Central Valley Water Board Contact indicated in this Certification within two weeks of initiation of sampling and every two weeks thereafter. In reporting the monitoring data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no monitoring is conducted, the Applicant shall submit a written statement to the Central Valley Water Board Contact indicated in the Certification stating, "No monitoring was required." with the Notice of Completion.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River Basin and San Joaquin River Basin, Fourth Edition, revised April 2016* (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

- a) Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.

- b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within approximately 300 feet downstream of the Project.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter or other water quality objectives are exceeded.
7. In-water work shall occur during periods of low flow and no precipitation. The Applicant shall perform surface water sampling in accordance with Technical Certification Condition No. 4, if any of the following conditions occur: 1) in-water work is conducted during an unanticipated flow event; 2) Project activities result in any materials reaching surface waters; or 3) Project activities result in the creation of a visible plume in surface waters.
8. Activities shall not cause visible oil, grease, or foam in the receiving water.

9. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
10. The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must also address the potential of responding to a spill or prevention of spills occurring within the Project site.
11. Raw cement, concrete (or washing), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
12. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge.
13. Concrete must be completely cured before coming into contact with waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
14. A method of containment must be used below the bridge(s), boardwalk(s), and/or temporary crossing(s) to prevent debris from falling into the water body as feasible.
15. If installation or relocation of dry and/or wet utility lines is anticipated, the Applicant shall develop and submit Dry and Wet Utility Work Plan to the Central Valley Water Board Contact indicated in this Certification prior to commencement of dry and wet utility construction. The Dry and Wet Utility Plan must cover all phases of the certified project that will impact waters of the United States, and shall be consistent with this Certification.

The Dry and Wet Utility Plan shall include the types of dry and wet utilities to be removed and installed, method and duration of activities, structure configuration, construction materials, equipment, erosion and sediment controls, and a map or drawing indicating the

location(s) of dry and wet utility work, as related to any water of the United States, in the project area.

Should the methodology for dry and wet utility work include directional drilling, the Dry and Wet Utility Plan shall incorporate a Directional Drilling Plan to address potential frac-outs. The Directional Drilling Plan shall include, but not be limited to, a description of directional drilling activities, dry and wet utility routes, crossing locations and methods, and other geotechnical considerations (i.e., surficial overburden deposits, clays and shales, bedrock formations, hydrogeology), and a reporting procedure should any level of discharge from a frac-out occur, regardless of the discharge size.

The Directional Drilling Plan must be stamped by a California Registered Geologist (PG) or Professional Engineer (PE).

16. An effective combination of erosion and sediment control Best Management Practices (BMPs) shall be implemented and adequately working during all phases of construction.
17. All areas disturbed by Project activities shall be protected from washout or erosion.
18. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
19. The Applicant shall submit to the Central Valley Water Board a plan for restoration of temporary impact areas prior to the initiation of any construction activities within waters of the United States. This plan shall include the following information:
 - a) A description of and drawings showing the existing contours and existing vegetation of the temporary impact area(s). This information shall include site photographs taken of the temporary impact area(s). For linear projects, these photographs shall be taken from the alignment, in both directions and taken every 50 feet within waters of the United States for the length of the temporary impact area(s).
 - b) The methods used to restore the site to its original contour and conditions, as well as a plan for the re-vegetation of the site following construction activities.
 - c) The proposed schedule for the restoration activities.

The Applicant shall submit to the Central Valley Water Board a report that describes the restoration activities and includes photographs of the restored areas within 90 days following completion of restoration activities. The camera position and view angles of post-construction photographs shall be identical to pre-construction photographs.

20. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the Project.

21. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.
22. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate **Technical Certification Condition 5 of this Certification.**
23. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
24. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the receiving water. The Applicant shall notify the Central Valley Water Board as soon as practicable of any spill of petroleum products or other organic or earthen materials with written follow up within 5 days.
25. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement issued by the California Department of Fish and Wildlife within 14 days of issuance to the Central Valley Water Board Contact indicated in this Certification.

The Applicant shall comply with all California Department of Fish and Wildlife requirements, including but not limited to those requirements described in the Lake or Streambed Alteration Agreement.
26. The Applicant shall comply with all National Marine Fisheries Service requirements, including but not limited to those requirements described in the WCR-2015-3088, provided to the California Department of Transportation, District 3, dated 24 July 2015.
27. The Applicant shall obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water and/or shall obtain Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land from the Central Valley Water Board.
28. The Conditions in this water quality certification are based on the information contained in the Applicant's application and in the attached "Project Information Sheet." If the Project, as described in the application and the attached Project Information Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.

29. The Applicant shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the Project, as they pertain to biology, hydrology and water quality impacts as required by Section 21081.6 of the Public Resource Code and Section 15097 of the California Code of Regulations.
30. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under the applicable state or federal law. For the purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with water quality standards and other pertinent requirements incorporated into this certification.
- a) If the Applicant or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the Applicant is subject to civil monetary liabilities, for each day of violation, or criminal liability.
 - b) In response to a suspected violation of any condition of this certification, Central Valley Water Board may require the holder of any federal permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. (Water Code, Section 1051, 13165, 13267 and 13383) In response to any violation of the conditions of this certification, the Central Valley Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.
 - c) The Applicant shall allow the staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the Project premises for inspection, including taking photographs and securing copies of Project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the Project.
31. Prior to commencing construction, the Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. Evidence of on-site compensatory mitigation shall be provided with a Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts. Evidence of mitigation includes, but is not limited to, the purchase of mitigation credits or payment of in-lieu fees as required by the United States Army Corps of Engineers.

Evidence of compliance with compensatory mitigation requirements include providing a letter from the approved compensatory mitigation bank or in-lieu fee recipient. The letter must: (a) be on the compensatory mitigation bank's or in-lieu fee recipient's letterhead; (b) be signed by an authorized representative of the compensatory mitigation bank or in-lieu fee recipient; (c) indicate the United States Army Corps of Engineers' SPK number;

(d) describe the Project name and location; and (e) detail the type of compensatory mitigation credits purchased or in-lieu fees paid for the Project's impacts.

32. Staff of the Central Valley Water Board has prepared total maximum daily load (TMDL) allocations that, once approved, would limit methylmercury in storm water discharges to the Sacramento-San Joaquin Delta. The Central Valley Water Board has scheduled these proposed allocations to be considered for adoption. When the Central Valley Water Board adopts the TMDL and once approved by the Environmental Protection Agency, the discharge of methylmercury may be limited from the proposed project. The purpose of this condition is to provide notice to the Applicant that methylmercury discharge limitations and monitoring requirements may apply to this project in the future and also to provide notice of the Central Valley Water Board's TMDL process and that elements of the planned construction may be subject to a TMDL allocation.

NOTIFICATIONS AND REPORTS:

33. The Applicant shall notify the Central Valley Water Board within 7 days of the project completion.
34. The Applicant shall provide the Central Valley Water Board Contact indicated in this Certification a Notice of Completion (NOC) no later than 30 days after the Project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project description in the Certification and in any amendments approved. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation
35. The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

STORM WATER QUALITY CONDITIONS:

The Applicant shall also satisfy the following additional storm water quality conditions:

1. The Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities

of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

2. During the construction phase, the Applicant must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - a) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
3. The Applicant must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices:
 - a) minimize the amount of impervious surface;
 - b) reduce peak runoff flows;
 - c) provide treatment BMPs to reduce pollutants in runoff;
 - d) ensure existing waters of the state (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
 - i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.

REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

Daniel Warner, Water Resource Control Engineer
Central Valley Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205, Redding, California 96002
dwarner@waterboards.ca.gov
(530) 224-4848

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The City of Roseville is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Oak Ridge Bridge Replacement Project pursuant to Section 21000 et seq. of the Public Resources Code. The City of Roseville approved the Mitigated

Negative Declaration 13 October 2015. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 22 October 2015 (SCH No. 2015702040).

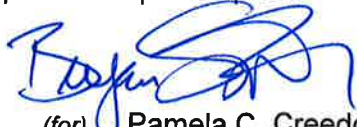
With regard to the remaining impacts identified in the Mitigated Negative Declaration, the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies.

WATER QUALITY CERTIFICATION:

I hereby issue an Order certifying that any discharge from the Applicant, Oak Ridge Drive Bridge Replacement Project (WDID No. 5A31CR00443) will comply with the applicable provisions of Section 301 ("Effluent Limitations"), Section 302 ("Water Quality Related Effluent Limitations"), Section 303 ("Water Quality Standards and Implementation Plans"), Section 306 ("National Standards of Performance"), and Section 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)."

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in compliance with conditions of this Certification, the Applicant's application package, and the attached "Project Information Sheet", and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River Basin and San Joaquin River Basin, Fourth Edition, revised April 2016* (Basin Plan).

Any person aggrieved by this action may petition the State Water Quality Control Board to review the action in accordance with California Water Code Section 13320 and California Code of Regulations, Title 23, Section 2050 and following. The State Water Quality Control Board must receive the petition by 5:00 p.m., 30 days after the date of this action, except that if the thirtieth day following the date of this action falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Quality Control Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.


(for) Pamela C. Creedon
Executive Officer

DLW:sjs

Enclosure: Water Quality Order No. 2003-0017 DWQ

cc list on next page:

cc w/o Leah Fisher, U.S. Army Corp of Engineers, Sacramento
enclosures: California Department of Fish and Wildlife, Region 2, Rancho Cordova
U.S. Fish and Wildlife Service, Sacramento
Mr. Bill Jennings, CALSPA, Stockton
Christa Reed, Kimley-Horn, Sacramento

cc w/o
Enclosures
by email: Joe Morgan, U.S. EPA, Region 9, San Francisco
Mr. Bill Orme, SWRCB, Certification Unit, Sacramento

PROJECT INFORMATION

Application Date: 27 May 2016

Application Deemed Complete: 31 August 2016

Applicant: Hossein Naghibzadeh
City of Roseville, Public Works Department
311 Vernon Street
Roseville, CA 95678

Applicant Representative: Christa Redd
Kimley-Horn
2720 Gateway Oaks Drive, Suite 310
Sacramento, CA 95833

Project Name: Oak Ridge Drive Bridge Replacement Project

Application Number: WDID No. 5A31CR00433

Type of Project: Transportation, Bridge Replacement.

Timeframe of Project Implementation: 1 April 2016 through 30 November 2017

Project Location: Section 12, Township 10 North, Range 6 East, MDB&M.
Latitude: 38.732° and Longitude: -121.267°

County: Placer County

Receiving Water(s) (hydrologic unit): Linda Creek, tributary to Dry Creek and the Sacramento, American River Hydrologic Unit No. 514.23, Folsom Reservoir HSA

Water Body Type: Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River Basin and San Joaquin River Basin, Fourth Edition, revised April 2016* (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include, but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml.

303(d) List of Water Quality Limited Segments: Linda Creek is the receiving water for the Oak Ridge Drive Bridge Replacement Project. Linda Creek is not listed on the 303(d) list. This project does not impact an already impaired water body. The most recent list of approved water quality limited segments is found at:

http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml

Project Description (purpose/goal): The Oak Ridge Drive Bridge Replacement Project is located at an existing bridge crossing of Linda Creek on Oak Ridge Drive, south/east of Interstate 80, north of Cirby Way, south of Douglas Boulevard, east of Sunrise Boulevard, and west of Rocky Ridge Road in the City of Roseville, Placer County, CA.

The City of Roseville is proposing to replace the Oak Ridge Drive Bridge over Linda Creek and reconstruct Oak Ridge Drive, the bicycle pathway, and the floodwalls to conform to the new bridge. The project proposes to replace the narrow bridge to accommodate a standard width involving two travel lanes with standard shoulders for bicycle lanes and sidewalks. The new bridge and roadway profile would be elevated and lengthened to pass the 200-year design flood event in Linda Creek. The proposed project would entail the following activities: 1) remove the constricting earthen fill prism from the floodway; 2) remove the functionally obsolete, narrow two-lane bridge; 3) construct a longer, standard two-lane bridge with shoulders and sidewalks; 4) raise the roadway and bridge profile; 5) reconnect the floodwalls with transitions to the new bridge; and 6) relocate one sewer and one water line with the new bridge (existing 6-inch sewer line to be encased in 18-inch casing and remain in place. The 8-inch water line to be relocated to the new bridge.).

Specific construction activities include: a) clearing and grubbing; b) clear water diversion (Linda Creek); c) demolition of the existing bridge; d) construction of the new bridge; e) construction of the roadway approach; f) installation of streambank erosion protection, and g) utility relocation. Equipment that would be used includes: dump truck; mulcher; grader; excavator; fork lift; air compressor; asphalt paver; striping truck; boom truck; and loader. Staging would be located within the project roadway approach limits, with a potential temporary staging area located outside the stream zone on the northwest corner of Coloma Way and Oak Ridge Dr.

The project will permanently impact 0.016 acre(s)/125 linear feet and/or temporarily impact 0.083 acre(s)/142 linear feet of waters of the United States.

Preliminary Water Quality Concerns: Construction activities including soil disturbance, excavation, cutting/filling, and grading activities could result in increased erosion and sedimentation and may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. The Applicant will conduct turbidity and settleable matter testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed.

Fill/Excavation Area: Approximately 112 cubic yards of riprap will be placed into 0.016 acres of waters of the United States.

Dredge Volume: N/A

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.016 acre/ 125 linear feet of streambed from fill activities.

Table 1: Impacts from Fill and/or Excavation Activities

Aquatic Resource Type	Temporary			Permanent					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet
Riparian Zone									
Stream Channel	0.083		142	0.016		125			
Vernal Pool									
Wetland									

Notes

NA Not Applicable

United States Army Corps of Engineers File Number: SPK-2016-00222

United States Army Corps of Engineers Permit Type: Nationwide Permit 14, Linear Transportation Projects.

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 27 May 2016.

Possible Listed Species: Federally-threatened Central Valley steelhead (*Oncorhynchus mykiss*). Federally-endangered Central Valley winter-run Chinook salmon (*Oncorhynchus tshawytscha*). National Marine Fisheries Service (NOAA) species of special concern Fall/late fall-run Chinook salmon (*Oncorhynchus tshawytscha*).

Status of CEQA Compliance: The City of Roseville approved a Mitigated Negative Declaration on 13 October 2015. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 22 October 2015 (SCH No. 2015072040).

Compensatory Mitigation: Prior to commencing construction, the Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts. Evidence of mitigation includes, but is not limited to, the purchase of mitigation credits or payment of in-lieu fees or any combination as required by the United States Army Corps of Engineers.

Application Fee Provided: Total fees of \$200.00 have been submitted to the Central Valley Water Board as required by Section 3833(b)(3)(A) and Section 2200(a)(3) of the California Code of Regulations.

STATE WATER RESOURCES CONTROL BOARD

WATER QUALITY ORDER NO. 2003 - 0017 - DWQ

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,¹ file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

¹ "Waters of the State" as defined in CWC Section 13050(e)

IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

CERTIFICATION

The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE: Arthur G. Baggett, Jr.
Peter S. Silva
Richard Katz
Gary M. Carlton
Nancy H. Sutley

NO: None.

ABSENT: None.

ABSTAIN: None.



Debbie Irvin
Clerk to the Board



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
650 Capitol Mall, Suite 5-100
Sacramento, California 95814-4700

JUL 24 2015

Refer to NMFS No: WCR-2015-3088

Ms. Sue Bauer
Chief, Environmental Management, M-1 Branch
Department of Transportation, District 3
703 B Street
Marysville, California 95901

Re Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response and Fish and Wildlife Coordination Act Recommendations for the City of Roseville Oak Ridge Drive Bridge Replacement Project

Dear Ms. Bauer:

On June 10, 2015, NOAA's National Marine Fisheries Service (NMFS) received your request for written concurrence that the California Department of Transportation's (Caltrans) proposed City of Roseville Oak Ridge Drive Bridge Replacement Project is not likely to adversely affect species listed as threatened or endangered designated under the Endangered Species Act (ESA). This response to your request was prepared by NMFS, pursuant to section 7(a)(2) of the ESA, implementing regulations at 50 CFR 402, and agency guidance for preparation of letters of concurrence.

NMFS recognizes that Caltrans is acting in conjunction with the Federal Highway Administration (FHWA) for this project and has assumed FHWA's responsibilities under Federal environmental laws as allowed by the Memorandum of Understanding between FHWA and Caltrans, which became effective on October 1, 2012.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) for Pacific Coast Salmon designated under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), including conservation measures and any determinations you made regarding the potential effects of the action. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation. Fall-run Chinook salmon have the potential to be present in the action area and are managed under the Pacific Coast Salmon Fisheries Management Plan (FMP). Habitat areas of particular concern (HAPCs), as designated under this FMP, include (1) complex channels and floodplain habitats, (2) thermal refugia, (3) spawning habitat, (4) estuaries, and (5) marine and estuarine submerged aquatic vegetation. HAPCs present in the action area include spawning habitat. In this case, NMFS concluded the action



would not adversely affect EFH. This is based on the following evaluation of project effects to the ESA-listed species and their habitat. Thus, consultation under the MSA is not required for this action.

Because the proposed action will modify a stream or other body of water, NMFS also provides recommendations and comments for the purpose of conserving fish and wildlife resources under the Fish and Wildlife Coordination Act (FWCA) (16 U.S.C. 662(a)).

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available through NMFS' Public Consultation Tracking System at <https://pcts.nmfs.noaa.gov>. A complete record of this consultation is on file at the California Central Valley Office (CCVO) of NMFS.

Proposed Action

The proposed project is located within the City of Roseville (City), Placer County, California. The proposed project is on Oak Ridge Drive, north of Cirby Way and east of Sunrise Avenue. Linda Creek flows under the existing Oak Ridge Drive Bridge. The project will replace the existing 26.4 feet (ft) wide, 56.5 ft long, two span bridge with a longer two span cast-in-place concrete slab bridge that will be up to 80 ft long and 42 ft wide. The bridge slab will sit on seat-type abutment piles founded on 32-inch diameter cast-in-drilled-hole (CIDH) concrete piles. Bridge construction will require pile drilling and placement, abutment construction with wing walls, and superstructure construction. The pier foundation will be founded on CIDH concrete piles. Refer to the biological assessment (BA) for detailed project description information (Caltrans 2015), including project staging areas and bridge foundation specifics.

Construction activities will occur during one season during the summertime dry or low flow period from June 15 to October 15. In-water work impacting the creek will begin with removal of the existing bridge and bridge foundations, piece by piece and properly disposed of offsite. Construction of the new bridge foundations will require construction equipment (listed below) to access the creek bed and will require a temporary diversion of the creek. The diversion will not result in the creation of an impassible barrier for listed fish. It will allow for continuous flow (if any present during the dry summer months) through the existing creek channel under the bridge. The temporary water diversion will be consistent with best management practices (BMPs) discussed in Caltrans' Construction Site BMPs Manual (Caltrans 2013), and may include the use of a diversion pipe, containment dam, water bladders, rock, sandbags, sheet piling, K-rail cofferdams, or other similar structural methods. Dewatering will be consistent with the methodologies outlined in the BMP Manual reference above. Approximately 240 cubic yards (cy) of rock slope protection (RSP) will be placed at the base of both abutments above and below the ordinary high water mark (OHWM) to prevent scour and erosion at the project site. In addition, BMPs listed in the manual will be utilized in the preparation of a storm water pollution prevention plan (SWPPP) or water pollution control plan.

Demolition of the existing bridge will include clearing and grubbing, including the necessary removal of vegetation, trees, and other debris, to accommodate the wider bridge. BMPs will be

implemented during demolition to prevent concrete or other materials from entering the creek. General bridge construction and demolition equipment expected to be used includes haul trucks, cranes, forklifts, excavators, air compressor, backhoes, graders, dump trucks, concrete boom pump, cutting torch and saw, chipping gun, jackhammer, loaders, and service vehicles.

Installation of the new bridge (the project footprint of construction activities) will result in the removal of seven trees, one willow tree within the riparian zone, and four small-diameter trees and two mature oak trees in the riparian woodland of the action area.

Action Area

Linda Creek is a perennial tributary that flows into Dry Creek. The project is located along Linda Creek approximately 0.5 river miles (RM) upstream from its confluence with Dry Creek. The action area includes the project footprint and if water is flowing through the project area, extends downstream 200 ft for potential turbidity and sedimentation mobilization effects. The width of the creek at the bridge location is approximately 10 to 15 ft. There are no interrelated or interdependent activities present in the action area. The action area is approximately 0.5 RM upstream of designated critical habitat for listed California Central Valley (CCV) steelhead (CalFish 2015).

Avoidance and Minimization Measures

Avoidance, minimization, and/or mitigation measures will be incorporated into the project to minimize the potential to adversely affect listed fish and their habitat. These include measures to (1) minimize direct impacts to listed fish; (2) minimize sediment mobilization and erosion; (3) minimize accidental spills, including hazardous materials; and (4) minimize impacts to migratory habitat for listed fish. Refer to the BA for additional details associated with project avoidance and minimization measures (Caltrans 2013 and 2015).

All disturbed soils in the action area will undergo erosion control treatment immediately after construction is terminated and/or at the completion of the project. Treatment may include silt fencing, temporary seeding, and the application of sterile straw mulch. In-water construction will be permitted during daylight hours only.

Action Agency's Effects Determination

Caltrans has determined that the proposed project may affect, but is not likely to adversely affect, ESA-listed species under the jurisdiction of NMFS based on available information in the action area including, (1) lack of presence of listed species during the construction timing due to low stream flows, warm water temperatures in the summer, and (2) inclusion of project avoidance and minimization measures. Available information indicates the following listed species Distinct Population Segment (DPS) and habitat utilized under the jurisdiction of NMFS may be affected by the proposed project (Table 1). Caltrans has also determined that the proposed action may adversely affect EFH for Pacific Salmon.

Table 1. Federal Register (FR) listings for CCV steelhead in the action area.

Species	DPS	Original Final FR Listing	Current Final Listing Status	Habitat utilized
Steelhead (<i>Oncorhynchus mykiss</i>)	CCV	3/19/1998 63 FR 13347 Threatened	1/5/2006 71 FR 834 Threatened	Freshwater migratory corridors, spawning and rearing sites

Consultation History

- On June 10, 2015, Caltrans sent a consultation initiation request letter and application package for the City of Roseville Oak Ridge Drive bridge replacement project to NMFS' West Coast Region (WCR) CCVO.
- On June 30, 2015, NMFS requested additional project information from Caltrans via phone. Caltrans provided NMFS with the clarifications the same day via phone.
- On June 30, 2015, NMFS initiated consultation with Caltrans for the project.

ENDANGERED SPECIES ACT

Effects of the Action

Under the ESA, "effects of the action" means the direct and indirect effects of an action on the listed species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action (50 CFR 402.02). The action area is not within designated critical habitat for listed fish, though individuals may be present during some parts of the year.

The applicable standard to find that a proposed action is not likely to adversely affect listed species is that all of the effects of the action are expected to be discountable, insignificant, or completely beneficial. Beneficial effects are contemporaneous positive effects without any adverse effects to the species. Insignificant effects relate to the size of the impact and should never reach the scale where take occurs. Discountable effects are those extremely unlikely to occur.

Potential effects of the project to listed species include: (1) injury or death due to bridge construction and other in-water construction activities; (2) dewatering the creek channel and routing water around the work area could potentially strand listed fish and delay fish passage; (3) dismantling the existing bridge and the placement of RSP could potentially crush exposed fish if debris tumbles into the creek channel and which could create predatory habitat; (4) increased sedimentation and turbidity levels that could cause behavioral effects and injure or kill fish; (5) exposure to contaminants from construction equipment or storm water runoff that could cause

physiological harm and injure or kill fish; (6) water quality effects related to road runoff and pavement leaching that could injure or kill exposed fish; and (7) a reduction in riparian vegetation which could reduce the carrying capacity of Linda Creek due to an increased footprint of the bridge.

Construction related effects

Although juveniles seasonally rear in and migrate through the action area, warm water temperatures and low water flows make CCV steelhead presence unlikely during construction. Adult migration occurs in late fall through winter months, which is outside of the proposed work window of June 15 to October 15. Surveys conducted during the late spring and summer months conclude that water temperatures in Linda Creek are stressful and/or lethal to listed fish (Rich 2015). In addition, there is only marginal spawning or rearing habitat available for listed fish in Linda Creek (Foothill and Garcia Associates 2006). Therefore the potential for adverse effects to CCV steelhead during the in-water work window are discountable as they are extremely unlikely to occur.

If listed fish are present during construction, dewatering and the placement of a temporary water diversion in the creek bed could potentially strand listed fish and result in injury, death, or delay fish passage. The water diversion will be consistent with BMPs outlined in the BMP Manual discussed above (Caltrans 2013). The temporary diversion structure will be designed to ensure fish passage is maintained through the project site. Also, construction will occur in the summer when fish are extremely unlikely to be present due to little or no flow and water temperatures being too warm. Therefore the potential for adverse effects to listed fish due to the placement of temporary water diversion in the creek bed during construction activities are discountable as they are extremely unlikely to occur.

The placement of approximately 240 cy of RSP above and below the OHWM could create predatory habitat and potentially crush listed fish if it tumbles into the creek. The placement of RSP along the abutments will protect against scour and erosion at the new bridge site. The placement of smaller rocks between potentially large gaps that could result from placement of RSP below the OHWM reduces the potential for predator habitat to negligible levels. The method of placing RSP is not likely to result in any reaching the creek channel, therefore fish are not likely to be injured or crushed. Also construction will occur in the summer when fish are not likely present due to low flow and water temperatures being too warm. Therefore the potential for adverse effects to listed fish due to the placement of RSP above and below the OHWM and crushing are discountable as they are extremely unlikely to occur.

Disturbance to soils and the creek bed within the project limits may temporarily mobilize sediment and increase turbidity in Linda Creek, but turbidity from project activities is anticipated to occur during periods when listed species presence is unlikely. Any increase in sedimentation and turbidity resulting from project activities will be very minimal and temporary and limited to a small portion (less than 200 ft) of the creek during construction activities. Potential effects will be minimized through the implementation of the avoidance measures referenced above. Therefore the potential for adverse effects to listed fish will be discountable as they are extremely unlikely to occur, and adverse effects to habitat due to sedimentation and turbidity will be insignificant as they will not reach the scale where fish are harmed.

Project related activities could potentially impair water quality should hazardous chemicals or other deleterious materials enter Linda Creek. Project related chemical spills could potentially affect listed fish species by causing physiological stress, reducing biodiversity, interfering with fish passage, and causing direct mortality, or decrease the water quality of habitat.

Implementation of a SWPPP and BMPs referenced above will avoid potential for exposure to hazardous chemicals. Also construction will occur in the summer when fish are not likely present due to low flow and water temperatures being too warm. Therefore the potential for adverse effects to listed fish associated with hazardous chemicals is discountable as they are extremely unlikely to occur.

Operational related effects

Bridges create the potential for toxic substances from bridge materials and vehicles to enter the stream during construction and have an adverse effect on ESA listed anadromous fish species. Project related toxic runoff could potentially affect listed fish by causing physiological stress, reducing biodiversity, interfering with fish passage, and causing direct mortality. Asphalt can contain a wide variety of polycyclic aromatic hydrocarbons (PAHs) which are known to be carcinogenic and can cause respiratory problems in fish. PAHs can alter salmonid egg hatching rates and reduce egg survival as well as harm the benthic organisms that are salmonid food sources. CCV steelhead are not expected to be affected due to their expected lack of presence in the action area during construction and the use of erosion control measures referenced above. CCV steelhead are not expected to be impacted during the pouring of new asphalt based on the new two-span cast-in-place concrete slab bridge structure design. Also, no leaching effects are expected to occur from asphalt being poured to form the new bridge superstructure. This is because the new two-span bridge will avoid direct contact with the wetted portion of the creek. For these reasons adverse effects to listed fish from toxic runoff during bridge construction is discountable as they are extremely unlikely to occur.

Long term water quality effects related to pavement leaching may affect CCV steelhead. Under certain circumstances, pavement leaching of toxic materials (from the asphalt down into the fill material) has the potential to affect listed species. Risks related to PAHs are described above. Based on the design of the new crossing, no leaching effects are expected to occur from asphalt poured over the new crossing. This is because the paved roadway surface will be contained between the concrete barrier of the superstructure and the base of the bridge deck. If leaching of PAHs does occur from the asphalt down into the fill material, the concrete barrier of the superstructure and the base of the bridge deck will provide a permanent and impermeable barrier between the PAHs and the active creek channel, ensuring that these pollutants will not cause adverse effects to CCV steelhead. Therefore, the potential for adverse effects to listed fish associated with pavement leaching is discountable as they are extremely unlikely to occur.

Installation of the new bridge will remove an estimated seven trees in the action area. The City will develop a riparian planting plan and replace the trees on site at a 3:1 ratio and will comply with the County Tree Preservation Fund (Fund) and pay the in lieu fee to the Fund for native trees removed. All affected areas will be restored to pre-project conditions, and riparian plantings will be monitored to evaluate for re-vegetation success. The plantings will grow and provide riparian benefits (e.g. shade, insect and leaf recruitment) to Linda Creek. Therefore, the potential for short-term or long-term adverse effects to CCV steelhead, due to a reduction in the

riparian vegetation corridor within the action area, is expected to be insignificant as they will not reach the scale where fish are harmed.

Conclusion

Based on this analysis, NMFS concurs with the Caltrans that the proposed action is not likely to adversely affect the subject listed species.

Re-initiation of Consultation

Re-initiation of consultation is required and shall be requested by Caltrans or by NMFS, where discretionary Federal involvement or control over the action has been retained or is authorized by law and (1) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (2) the identified action is subsequently modified in a manner that causes an effect to listed species or critical habitat that was not considered in this concurrence letter, or if (3) a new species is listed or critical habitat designated that may be affected by this identified action (50 CFR 402.16). This concludes the ESA portion of this consultation.

FISH AND WILDLIFE COORDINATION ACT

The purpose of the FWCA is to ensure that wildlife conservation receives equal consideration, and is coordinated with other aspects of water resources development (16 U.S.C. § 661). The FWCA establishes a consultation requirement for Federal departments and agencies that undertake any action that proposes to modify any stream or other body of water for any purpose, including navigation and drainage (16 U.S.C. § 662(a)). Consistent with this consultation requirement, NMFS provides recommendations and comments to Federal action agencies for the purpose of conserving fish and wildlife resources. The FWCA provides the opportunity to offer recommendations for the conservation of species and habitats beyond those currently managed under the ESA and MSA:

- (1) Caltrans should recommend to the project applicants to install interpretive signs at the new bridge site to educate and inform visitors about the ecological value of anadromous fish resources in Linda Creek.

NMFS requests that your office provide a response to the FWCA recommendations. We make this request in order to foster greater communications with action agencies and to monitor the effectiveness of our letters. This concludes the FWCA portion of this consultation.

ESA Section 7(a)(1) Conservation Recommendations

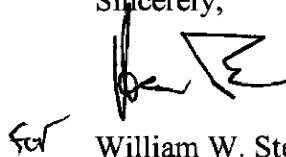
Section 7(a)(1) of the ESA directs Federal agencies to utilize their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of threatened and endangered species. Conservation recommendations are discretionary agency activities intended to minimize or avoid adverse effects of a proposed project on listed species or critical habitat, to help implement recovery plans, or to develop information. Caltrans also has the same

responsibilities, and informal consultation offers action agencies an opportunity to address their conservation responsibilities under section 7(a)(1). In order to fulfill the requirements of section 7(a)(1), NMFS recommends the following conservation measure:

- (1) Caltrans should purchase steelhead habitat restoration credits at a NFMS-approved anadromous fish conservation bank at a 3:1 ratio for the footprint of the project area. The purchase of credits is consistent with 7(a)(1) because it will result in the restoration and long-term preservation of valuable habitat attributes that will improve the survival and recovery of the species.

Please direct questions to Dylan Van Dyne in NMFS' WCR CCVO at (916) 930-3725, or via e-mail at Dylan.VanDyne@noaa.gov concerning this project.

Sincerely,



William W. Stelle, Jr.
Regional Administrator

CC: Copy to File: 151422-WCR2015-SA00136
California Central Valley Office - File Copy

Literature Cited

California Cooperative Anadromous Fish and Habitat Data Program (CalFish). Accessed July 2015. CalFish map query.
<http://www.calfish.org/DataampMaps/CalFishGeographicData/tabid/91/Default.aspx>

California Department of Transportation. 2015. Biological Assessment for the City of Roseville Oak Ridge Drive Bridge Replacement Project. May, 2015. 61 pp.

California Department of Transportation. 2013. Construction Site Best Management Practices (BMPs) Manual. March 2013. 218 pp.

Foothill and Garcia Associates. 2006. Roseville creek and riparian management and restoration plan-Existing conditions and assessment report. Prepared for the City of Roseville. 149 pages.

Rich, Alice. 2005. NMFS biologist Dylan Van Dyne Personal Communication with Fisheries and Ecological Consultant Alice A. Rich, Ph.D. on April 23, 2015.



COUNCIL COMMUNICATION

CC #: 0671
File #: 0800-03

Title: Interconnected Operations Agreement Exhibit C Revision 2
Contact: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Exhibit C Revision 2 of the Interconnected Operations Agreement (IOA) between the City of Roseville and Western Area Power Administration (WAPA).

BACKGROUND

Roseville Electric Utility is required to comply with various reliability standards. The Federal Energy Regulatory Commission (FERC) sets the reliability standards for the bulk electric system, and recently updated the requirements for operating reserves. Operating reserves are provided by generators that can quickly provide energy when needed. There are different types of reserves classified by how quickly they can provide energy. This update adds a requirement for quickly responding resources (i.e., seconds) and reduces the requirement for slower responding resources (minutes). The net result should be higher system reliability at a lower cost. This updated standard is effective May 1, 2020.

WAPA is Roseville's electric transmission provider and is responsible for ensuring that Roseville meets the new requirements. Roseville's requirement for meeting these reserves is set forth in the IOA between Roseville and WAPA (04-SNR-00848 Exhibit C).

Compliance with this new standard requires an amendment to 04-SNR-00848 Exhibit C, and is estimated to reduce power supply costs by \$90,000 per year while maintaining operational reliability.

FISCAL IMPACT

The new operating reserve requirements are expected to reduce power supply costs by an estimated \$90,000 per year.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Schinstock, Resource Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-092

Contract 04-SNR-00848 Exhibit C, Revision 2

RESOLUTION NO. 20-092

APPROVING EXHIBIT C, REVISION 2 TO CONTRACT 04-SNR-00848, BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Exhibit C, Revision 2 to Contract 04-SNR-00848, between the City of Roseville and the United States Department of Energy Western Area Power Administration (WAPA), defines the Contingency Reserve requirements of WAPA's sub-balancing authority area (SBA) and the method for calculating the apportionment of the requirement among the interconnected utilities within the SBA; and

WHEREAS, Exhibit C, Revision 2 contains the Frequency Response Reserve (FRR) which will be part of the Contingency Reserves required effective May 1, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Exhibit C, Revision 2 to Contract 04-SNR-00848, between the City of Roseville and the United States Department of Energy Western Area Power Administration 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



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

MAR 2 2020

Ms. Michelle Bertolino
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Dear Ms. Bertolino:

The Western Area Power Administration (WAPA) and the City of Roseville (Roseville) are parties to Contract 04-SNR-00848 which provides for the Interconnected Operations of WAPA and Roseville's electric systems. Exhibit C to the Contract defines the Contingency Reserve requirements of WAPA's sub-balancing authority area (SBA), and the method for calculating the apportionment of the requirement among the interconnected utilities within the SBA. Frequency Response Reserve (FRR) will be part of the Contingency Reserves required effective May 1, 2020; therefore, Exhibit C is being revised to include FRR.

If Roseville is in agreement with the terms and conditions set forth in Exhibit C, Revision 2, please have the appropriate Roseville official sign both originals, have the signatures attested, and return both to Mr. Joshua Blake, N6205, at this office. Upon receipt from Roseville, WAPA will sign and return one executed original Exhibit to Roseville for your files. If you have any questions with regard to the above, please contact Ms. Sandee Peebles at (916) 353-4454.

Sincerely,

A handwritten signature in blue ink, reading "Carl E. Dobbs", is positioned above the printed name.

Carl E. Dobbs
Acting Vice President of Operations
for Sierra Nevada Region

Enclosure (2)

EXHIBIT C
Reserve Obligations

This Exhibit C, Revision 2 to be effective under and as a part of Contract 04-SNR-00848, shall become effective May 1, 2020; shall terminate Exhibit C, Revision 1; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.

C.1 Determination of Reserve Quantities:

C.1.1 Western Area Power Administration (WAPA) is responsible for assuring that adequate Operating Reserves are available to cover WAPA's share of the Balancing Authority Area's Most Severe Single Contingency (MSSC), as determined on an hourly basis. City of Roseville (Roseville) will have the responsibility for covering its Load Ratio Share (LRS) of Contingency Reserves as part of such Operating Reserve requirements, plus any additional Contingency Reserves required for Roseville's use of Interruptible Energy. WAPA shall promptly notify Roseville of any change to the Contingency Reserve requirement.

C.1.2 For the purpose of this Exhibit C, Contingency Reserves shall mean Frequency Response Reserves, Spinning and Non-Spinning Reserves.

C.1.3 The purpose of this Exhibit C is to define the Contingency Reserve requirements of the WAPA Sub-Balancing Authority Area (SBA) and to specify the method of calculating the apportionment thereof among WAPA and each interconnected utility or load resident within the WAPA SBA that has a contractual obligation for an apportionment of the SBA Contingency Reserves. All Contingency Reserve requirement calculations derived herein shall be rounded up to the next whole megawatt.

C.1.4 This Exhibit C has been developed for the purpose of sharing Contingency Reserves based on the annual non-coincident peak load of each interconnected utility or load resident within the WAPA SBA that has a contractual obligation for an apportionment of the SBA Contingency Reserves. Any Reserve requirements necessary to meet NERC and WECC standards for interruptible imports, and on-demand contracts are the responsibility of Roseville.

C.1.5 For the purpose of this Exhibit C, Roseville Annual Peak Load shall mean the annual maximum non-coincident peak demand (in whole MWs) of Roseville's Electric Power System during the period from November 1st of the prior year through October 31st of the current year.

C.1.6 In December of each year, Roseville Annual Peak Load Obligation shall be determined by calculating the difference between Roseville Annual Peak Load and the product of WAPA's Annual Peak Load obligation (maximum base resource scheduled in current year) multiplied by Roseville's Base Resource allocation percentage.

C.1.7 In December of each year, WAPA shall determine its Annual Peak Load Obligation, which is defined as WAPA's annual peak Base Resource delivery (expressed in MW) during the period from November 1st of the prior year through October 31st of the current year.

C.2 This Exhibit C shall continue in effect concurrently with the Contract unless and until terminated by the Parties in accordance with the Contract.

C.3 WAPA may change the MSSC hazard as necessary to reflect any changes under the balancing authority area agreement with the Balancing Area Authority Operator.

C.4 The LRS for Roseville is determined as follows:

Roseville LRS = (Roseville Annual Peak Load Obligation) divided by (Roseville Annual Peak Load Obligation + WAPA Annual Peak Load Obligation + Third Party Annual Peak Load Obligation)

Where:

Roseville's Annual Peak load Obligation = Roseville's annual maximum non-coincident peak load obligation as set forth in Section C.1.6.

WAPA Annual Peak Load Obligation = WAPA's annual peak load obligation as set forth in Section C.1.7.

Third Party Annual Peak Load Obligation = Annual maximum non-coincident peak load of all Third Party Electric Power Systems resident within the WAPA Sub-Balancing Authority Area that have a contractual obligation to provide Sub-Control Area Contingency Reserves to WAPA.

The LRS for Roseville will be calculated using the equation in this Section based on data provided by the Roseville to WAPA on November 1st of each year to establish Roseville's Annual Peak Load Obligation for the period November 1st of the prior year through October 31st of the current year. Using Roseville's Annual Peak Load Obligation provided by Roseville to WAPA on November 1st, WAPA shall calculate Roseville's LRS and provide

it to Roseville by December 1st each year with Roseville's updated LRS becoming effective on January 1st each year.

C.5 The quantity of Contingency Reserves to be provided by Roseville under this Contract in any hour shall be calculated by WAPA:

Roseville's Contingency Reserve Obligation = (Roseville's LRS) x (SBA Share of Contingency Reserves)

Where:

SBA Share of Contingency Reserves = SBA Share of the Balancing Authority Area Contingency Reserves as calculated by SMUD

C.6 Each Party is responsible for supplying its Frequency Response Reserve, Spinning Reserve and Non-Spinning Reserve. Any Contingency Reserves activated due to the occurrence of any event shall be restored by the affected Party in as short a period of time as possible. If Roseville self-provides or purchases its LRS of Contingency Reserves from a Third Party, WAPA shall periodically test the availability of such Contingency Reserves, as set forth in Section C.9 hereof.

C.7 At the end of each hour, WAPA shall compare the actual amount of Contingency Reserves carried by Roseville to Roseville's Contingency Reserve requirement. Roseville shall be deficient in Contingency Reserve if the actual amount of Contingency Reserve carried by Roseville is less than Roseville's obligation.

C.8 Penalties imposed by NERC or WECC on the SMUD Balancing Authority Area that are assessed by SMUD on the WAPA Sub-Balancing Authority Area for failure to carry required Contingency Reserves shall be applied only to the Party(ies) that caused the Contingency Reserve deficiency in proportion to which such Party(ies) contributed to the Contingency Reserve deficiency. In the event it cannot be determined who caused the Contingency Reserve deficiency such costs shall be borne by the Parties in accordance with their respective LRS calculated pursuant to Section C.4 hereof.

C.9 Activation of Contingency Reserves:

C.9.1 If Roseville experiences a loss of resource, Roseville shall immediately activate its Contingency Reserves as set forth in Section C.5, and if additional Contingency Reserve is needed from WAPA, notify WAPA that emergency assistance is required in accordance with procedures established by the Engineering and Operating Committee.

C.9.2 If WAPA or a Third Party resident within the Western Sub-Balancing Authority Area experiences a loss of a resource, WAPA may direct Roseville to activate Roseville's total LRS of Contingency Reserve or a portion thereof.

C.10 Supplying or Receiving Contingency Reserve Energy:

C.10.1 Roseville shall be required to activate its LRS of Contingency Reserve called upon within ten (10) minutes from the time notified by WAPA. Roseville has no obligation to supply more than its LRS of Contingency Reserve energy beyond a period of one hundred twenty (120) minutes from the time notified by WAPA.

C.10.2 Settlement for Supplying Contingency Reserve Energy
When Contingency Reserve energy is called upon by WAPA and provided by Roseville up to Roseville's LRS Contingency Reserve obligation, WAPA shall return an equal amount of energy to Roseville in like hours within seven (7) days or as may be mutually agreed to by the Parties. Contingency reserve energy called upon for California-Oregon Intertie (COI) Mitigation Energy as set forth in Section C.11 will not be returned to Roseville.

C.10.3 Settlement for Receiving Contingency Reserve Energy
For settlement of energy activated by WAPA on behalf of the Roseville, Roseville shall return an equal amount of energy to WAPA in like hours within seven (7) days or as may be mutually agreed to by the Parties.

C.11 California-Oregon Intertie Overload Mitigation:

In the operation of the COI, WAPA, as the Sub-Balancing Authority Area Operator, has agreed to curtail schedules, as directed by BANC, and deploy COI Mitigation Energy to alleviate overloading on the COI. The deployment of COI Mitigation Energy is pursuant to WASN Business Practice COI Mitigation Procedure, BP-019. Updates to this BP will be coordinated with all affected parties prior to approval.

C.11.1 Schedule Curtailments

Roseville's share of the schedule curtailment will be determined in proportion to Roseville's schedules on COI. BANC will direct curtailment of the SBA's COI schedules.

C.11.2 COI Mitigation Energy

MID's share of COI Mitigation Energy will be determined by multiplying the SBA's total mitigation requirement (as determined by BANC) by MID's LRS. Roseville may self-provide its Mitigation Energy with any resource that can provide the required energy within 30 minutes.

C.12 Penalties imposed by NERC and WECC on the SMUD Balancing Authority Area that are assessed by SMUD to WAPA for failure to recover from a disturbance shall be applied only to the Party(ies) that caused such failure.

C.13 All billings and payments associated with this Exhibit C shall be made in accordance with the Contract.

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Carl E. Dobbs
Title: Acting Vice President of Operations
for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, California 95630

CITY OF ROSEVILLE

Attest: _____
By: _____
Title: _____
Name: _____
Title: _____
Address: _____



COUNCIL COMMUNICATION

CC #: 0675
File #: 0704-01

Title: RG Phillips (F-52) Park Project - Notice of Completion
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Accept the RG Phillips (F-52) Park Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the RG Phillips (F-52) Park Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance.

The project scope of work included installation of a children's play area, swings, bocce and horseshoe courts, shaded picnic area, two basketball half-courts, multi-use turf, landscaping and irrigation. In accordance with our specifications, the Contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the project was approved in FY2017-18 using West Roseville Neighborhood Park Funds. Maintenance for this park is provided through the West Roseville Community Facilities District for Services. There is no General Fund impact.

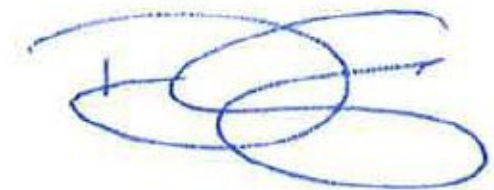
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-096

Notice of Completion

RESOLUTION NO. 20-096

ACCEPTING THE PUBLIC WORK KNOWN AS THE RG PHILLIPS (F-52) PARK PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES 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 RG Phillips (F-52) Park Project, has been approved and the public work accepted.
2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

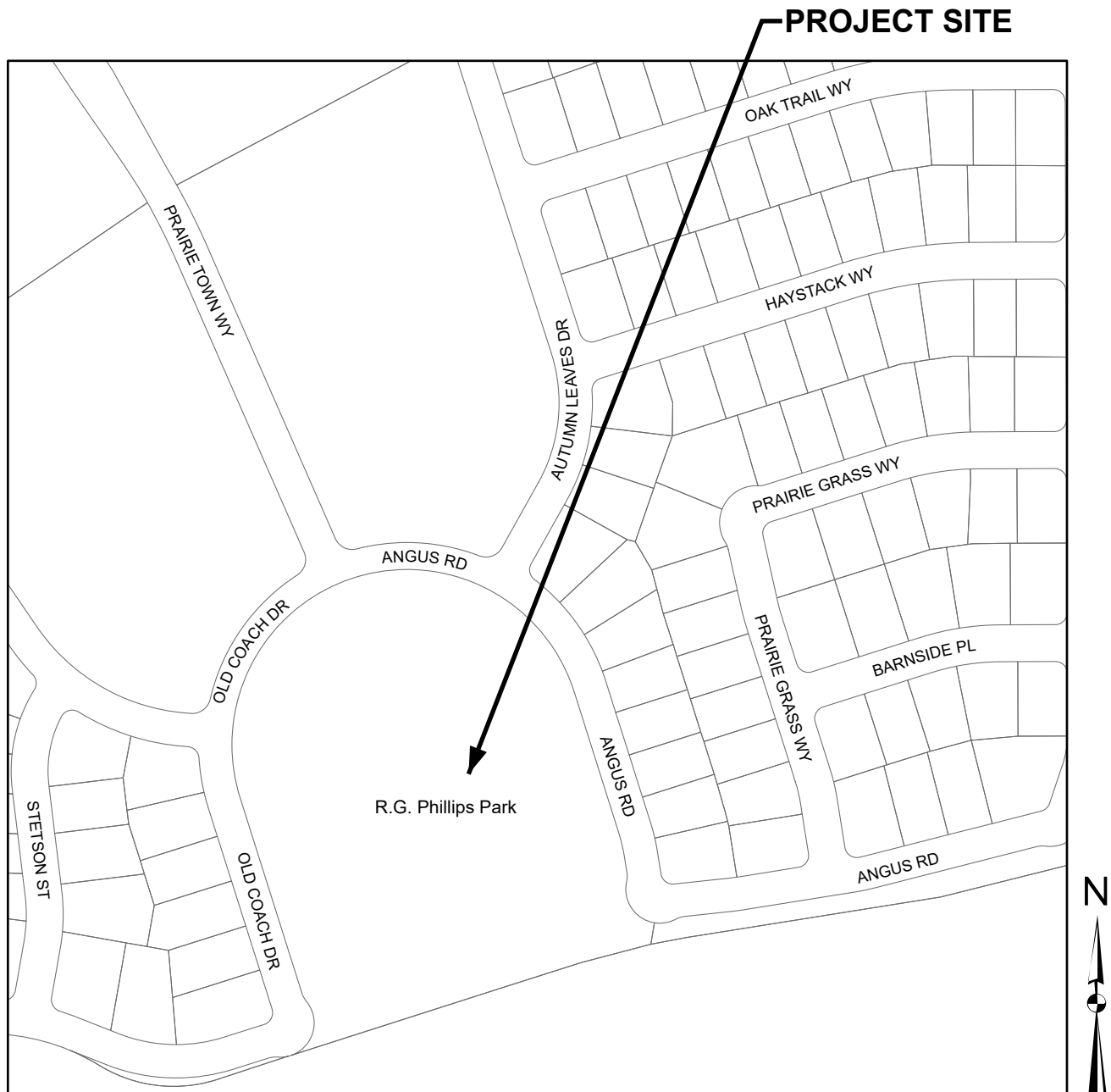
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

R.G. Phillips Park

The project scope of work included installation of a children's play area, swings, bocce and horseshoe courts, shaded picnic area, two basketball half-courts, multi-use turf, landscaping and irrigation.





COUNCIL COMMUNICATION

CC #: 0670

File #: 0900-02 & 0201-01

Title:	Aquifer Storage and Recovery Wells Design Project - Professional Design Services Agreement and Budget Adjustment
Contact:	Jason Marks 916-774-5508 jtmmarks@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1) Approve the Professional Design Services Agreement with Carollo Engineers, Inc. (Carollo) for the Aquifer Storage and Recovery Wells Design Project in the amount of \$3,961,791.00 and adopt a resolution authorizing the City Manager to execute it on behalf of the City.

2) Adopt an ordinance to: approve a budget adjustment of \$3,575,000.00 from available resources to fully fund this project.

BACKGROUND

The objective of this project is to support Roseville's groundwater program by designing Aquifer Storage and Recovery wells that will diversify Roseville's water supply and ensure the City's water supply reliability is optimum to meet the needs of our customers and provide the foundation for a thriving economy.

As part of the City's efforts to expand the ASR program, additional funding opportunities are being explored by the City. One of which is the Water Infrastructure Finance and Innovation Act (WIFIA) of 2014 which established a federal credit program administered by the U.S. Environmental Protection Agency (EPA) for eligible water and wastewater infrastructure projects. The WIFIA implementation rules outline the eligibility and other requirements for prospective borrowers. Eligible entities for a WIFIA loan include local, state, tribal, and federal government entities; partnerships and joint ventures; corporations and trusts; and Clean Water and Drinking Water State Revolving Fund (SRF) programs.

City staff submitted a Letter of Interest (LOI) for WIFIA financing for the Water Future Initiative to the EPA on July 5, 2019. The EPA short-listed the City's LOI, amongst others, to be considered for the next step, i.e. submitting a full loan application to the EPA. At an event held on October 22,

2019 in Detroit, Michigan, U.S. EPA Administrator Andrew Wheeler announced that 38 new projects in 18 states were being invited to apply for WIFIA loans. The City of Roseville was one of the 38 projects selected as part of this funding round. If the City's loan application is approved, the funding would help expand Roseville's ASR Program by adding four additional ASR wells in addition to the two wells that are currently funded.

The City published a Request for Proposals (RFP) for Professional Design Services in January 2020 to support the Aquifer Storage and Recovery Wells Design Project. The base scope of work for the Design Consultant would include design and construction support for two (2) ASR Wells as well as support with the WIFIA Loan Application submittal. If the City is successful with the WIFIA loan application, staff will submit a separate request to the City Council, at a later date, for additional support from the Consultant for the design and construction support of four (4) additional ASR well facilities

On February 4, 2020, three (3) consultants submitted proposals for Professional Design Services for the Project. The proposals were evaluated by Environmental Utilities staff and ranked based on the criteria specified in the RFP. Staff determined Carollo's proposal provided the best value based on the evaluation criteria of the RFP. Carollo will provide the labor, equipment and materials required to complete the design, assistance with procuring the services of a contractor, WIFIA support, and engineering services during construction for this project.

Carollo's Professional Design Services Agreement (Exhibit A) is attached.

FISCAL IMPACT

The total project budget of \$4,125,000 is available from resources in the Water Construction Fund and will fully fund this phase of the project which includes the agreement with Carollo for \$3,961,791 and an additional \$150,000 for secondary labor of City staff working on this project. The budget adjustment includes moving \$400,000 from a previously approved project which is no longer required (Project No 500053). The net increase to the budget is \$3,575,000.

If the City obtains WIFIA program funding for four additional wells sites, an amendment to Carollo's agreement could be issued to complete design and provide engineering services during construction for those additional sites in the amount of \$2,514,546.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

This is a professional design services contract, and the criteria above apply therefor no additional environmental review is required.

Respectfully Submitted,

Jason T. Marks, Senior Engineer

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-091

Exhibit A - Carollo Engineers, Inc., Professional Design Services Agreement

Ordinance No. 6203

Budget Adjustment

RESOLUTION NO. 20-091

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the design, construction, and installation of aquifer storage and recovery wells and pump facilities, by and between the City of Roseville and Carollo Engineers, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Aquifer Storage Recovery Well and Pump Station Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and Carollo Engineers, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of the design, construction, and installation of aquifer storage and recovery wells and pump facilities; and

WHEREAS, CONSULTANT has prepared a proposal dated March 3, 2020, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional design services related to the design, construction, and installation of aquifer storage and recovery wells and pump facilities. .

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed three million, nine hundred sixty-one thousand, seven hundred ninety-one dollars (\$3,961,791.00).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent

contractors, or subcontractors, are characterized as employee(s) of CITY. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

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.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

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

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

its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

5. 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 provision in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200)

for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor

Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business

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

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT

for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT

15. Standard of Care. CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of California.

16. CITY-Provided Information and Services. CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT's services under this Agreement.

17. Estimates and Projections. CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way CITY's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgment. CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between CONSULTANT's data projections and estimates and actual costs and/or quantities realized by CITY and/or any third party in the future.

18. Third Parties. The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

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

20. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

21. 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.

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

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

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

25. 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

Janice Gainey
City of Roseville
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Chris Cleveland, P.E.
Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

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.

CITY OF ROSEVILLE, a
municipal corporation

CAROLLO ENGINEERS, INC., a
Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Burley Hann
its: Associate Vice President

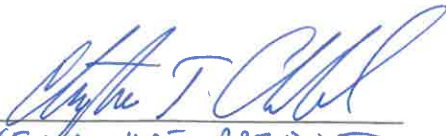
and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY:

its:


SENIOR VICE PRESIDENT

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

EXHIBIT “A”

March 3, 2020

Ms. Janice Gainey
Senior Engineer
City of Roseville
Environmental Utilities
Corporation Yard, 2005 Hilltop Circle
Roseville, California 95747

Subject: Aquifer Storage Recovery Well and Pump Station Scope and Fee Estimate

Dear Ms. Gainey:

Thank you for this opportunity to work with you and the City of Roseville's project team for the Aquifer Storage Recovery Well and Pump Station Project.

We have incorporated your feedback and enclosed an updated scope of services, schedule, and fee estimate. The Not-To-Exceed budget for the base scope of services is \$3,961,791. We look forward to working with you on this exciting project.

Sincerely,

CAROLLO ENGINEERS, INC.



Chris Cleveland, P.E.
Project Manager
Email ccleveland@carollo.com

Beverly Hann, P.E., PMP
Client Service Manager
Email bhann@carollo.com

Cc: Mr. Jason Marks, P.E., Senior Engineer

SCOPE OF SERVICES

**City of Roseville
Environmental Utilities Department
Aquifer Storage Recovery Well and Pump Station Project
March 3, 2020**

BACKGROUND AND OBJECTIVES

Surface water from Folsom reservoir is the primary water supply source for the City of Roseville. In addition, the City also maintains six production wells for water supply reliability needs. As part of Environmental Utilities' long-term water supply planning, six new sites have been identified for well installations enabling the City to implement the conjunctive use of surface and groundwater to enhance water supply reliability. The new well facilities will be constructed with the capability for groundwater extraction and surface water injection. This conjunctive use feature of the wells is more broadly termed Aquifer Storage and Recovery (ASR).

The City's objectives for this project are:

- a. Design and construct production wells to produce at least 1,800 gallons per minute (gpm)
- b. Design and install pump facilities for wells
- c. Provide injection and extraction capabilities
- d. Complete preliminary 30% design by June 15, 2020
- e. Minimize construction related impacts to surrounding neighbors

DESIGN CONSIDERATIONS AND REQUIREMENTS

The sites, at a minimum, will include related above-ground infrastructure including a well pump, injection flow control valve, motor, chemical metering system, wet utility pipelines, and ancillary facilities. These facilities will be housed in a concrete masonry building for security purposes and to meet neighborhood aesthetic appeals. Also included is approximately 2,500 feet of 12 to 16-inch water distribution mains that will connect the new wells to the existing water system. This effort will include an evaluation of different pump types for energy use efficiency, operational flexibility, and maintenance ease. Disinfection processes included in the pump station designs will be enabled through bulk delivery of hypochlorite solution and a batched saturation process with sodium fluoride salt for fluoridation. Electrical system design will limit employee arc flash incident energy exposure to less than 8 cal/cm-2.

Full supervisory control and data acquisition (SCADA) will be enabled via local control panels at each well site and process control system integration at the City's Barton Road water treatment plant (WTP) via the City's fiber optic system or radio telemetry.

Access control and security system design are included as part of the project. Ongoing coordination with City staff is included herein to ensure all design, configuration, and integration is consistent with the City's requirements.

APPROACH AND SCOPE OF SERVICES

The table below describes efforts associated with both the Base Scope of Services and Optional Scope Tasks. Work outlined in the Optional tasks will be contingent on the City receiving funding from the Environmental Protection Agency (EPA)'s Water Infrastructure Finance and Innovation Act (WIFIA) funding program. Unallocated Scope (Task 9) and Optional Scope (Task 10) must be authorized by the City in writing.

The Base Scope includes; Preliminary design for all six (6) sites, Preliminary Design Report for all six (6) sites, 60% and Final design, contractor procurement, and Engineering Services During Construction for two (2) well sites. Unallocated Scope items (under Task 9) provide additional design and engineering services during design, construction, and initial operation for 2 of the wells, with the additional 4 wells covered within Optional Task 10.

Category	30% Design	Preliminary Design Report	60% Design	Final Design Submittal for Contractor RFP	Engineering Services During Construction
Base	6 Well Sites	6 Well Sites	2 Well Sites ¹	2 Well Sites ¹	2 Well Sites ¹
Optional	None	None	4 Well Sites ²	4 Well Sites ²	4 Well Sites ²

1- Labelled "Package 1" in scope below.

2- Labelled "Package 2" in scope below.

The following Scope of Services has been prepared based on discussions between Carollo Engineers, Inc., (Carollo) and EUD staff. This scope is the basis for the engineering hours and costs to perform the work.

TASK 1 PROJECT MANAGEMENT

The purpose of this task is to provide ongoing project coordination, management, review of deliverables, and project meetings.

Task 1.1 Project Management. All phases of the work will be managed under a single project management task for project execution, office administration, invoicing, coordinating work of the design team, and coordinating and reporting on the progress of the project to the City.

Task 1.1.1. Project Administration. Project Manager (PM) will assign labor resources for completion of project tasks, review work products, respond to City requests and concerns, and maintain communications with City staff to ensure satisfactory completion of the work on schedule and within budget. Under this task, Project Manager will also prepare progress reports to send with monthly billing invoices.

Task 1.1.2. Progress Calls. Carollo's PM will schedule and participate in weekly status calls with the City's PM throughout completion of Tasks 1 through 7 (construction phase PM is covered elsewhere in this scope). These calls will be used to review status of the work, action items, information needs, the decision log, and the project look ahead schedule.

Task 1.2 Meetings. Carollo will schedule a project kick-off meeting and technical review meetings to facilitate dialogue between all project team members and to review the design submittals at subsequent phases of design completion (including review of the preliminary design report).

- Coordination meetings with key staff will be scheduled as telephone conference call.
- Carollo will present design concepts at community or other City Committee meetings for each site, as requested by the City (the fee associated with this task assumes 1 meeting per site).

We propose the following meetings during the design phases of the project:

- Kickoff Meeting
- Test Well Project Coordination Meeting
- 30% Design CAMP® (1-day)
- Draft 30% Design Review Meeting
- Preliminary Design CAMP® (two 4-hour meetings)
- Draft PDR Review Meeting
- 60% CAMP® for Package 1 wells (two 4-hour meetings)
- 60% Design Submittal Review Meeting for Package 1 wells
- Final Design CAMP® for Package 1 wells (two 4-hour meetings)
- 6 City Council or neighborhood meetings (1 for each well site) where design team PM will assist City with meeting preparation and will be prepared to present project concepts.

Up to 10 additional miscellaneous project meetings (as required) averaging 3-hours each with the design team's PM and PE.

Task 1.3 Quality Control/Quality Assurance. Carollo will provide quality control and quality assurance throughout project completion. This includes completion of a task to set up a system for tracking work progress and expenditures, per Carollo standard procedures. Carollo's PM will ensure the completion of formal internal review procedures (which includes formal review by senior staff) prior to submittal of all project deliverables to provide an objective check on the adequacy of the design and related work products.

Task 1 Meetings (Note design-related meetings are described in the associated design tasks below)

- Kickoff Meeting
- Test Well Coordination Meeting
- Four Design CAMP® sessions
- Three Design Review meetings
- Six City Council/Neighborhood Presentation Meetings
- Weekly Project Management Calls with City PM
- Ten Additional Project Meetings throughout the project

Task 1 Deliverables

- Information Request Log Meeting agendas, presentation materials, handouts, and meeting summary notes.
- Monthly invoices.

- Monthly progress reports.

Task 1 Assumptions

- Project management fee is based on an overall project duration projection of 36 months.
- The level of effort for PM calls is based on weekly 1-hr conference calls between Carollo and the City's project manager, with other City staff invited by the City's project manager.
- City staff will be made available for a full-day 30% Design CAMP®.
- The fee estimate for additional project meetings (10) assumes participation of two (2) Carollo team members for an average of three (3) hours per meeting.
- Design Submittal review meetings assumed to be 2 hours each
- Attendance at four meetings by two LSCE Project Participants.
- Budget assumes annual escalation adjustments. If Optional tasks begin more than 12 months after 30% design package submittal, budget review may be necessary.

TASK 2 FIELD WORK

Task 2 includes field work at each of the 6 well sites.

Task 2.1 Data Collection. Carollo will work with all project subconsultants to develop a comprehensive list of preliminary data needs for the project, and will transmit this to the City's PM. Carollo will compile the data as it is received from the City, distribute it to the design team, and collect team feedback of additional data needs required to facilitate the work.

Carollo's PM will develop an Information Request Log, which will be updated and shared with the City regularly to facilitate ongoing collection of data/information and on-schedule completion of the work.

Task 2.2 Survey and Mapping. Carollo will coordinate the completion of survey and topographic mapping for each site as required to support the work outlined herein.

Our survey subconsultant CTA will establish the supplemental control for each of the six (6) ASR well sites based on ties to the City of Roseville GPS monument network. All project files will be tied to this network. Supplemental control points will be sufficient in number and stability so that they may be used throughout the design and construction process.

The following well site have been assumed, with an approximate area of 0.5-acres each:

- Campus Oaks
- Pleasant Grove
- Maidu
- Marlin
- Vencil Brown
- McAnally

CTA will conduct research, field reconnaissance, and field surveys as needed to develop the required topographic mapping. The topographic mapping for each site will include the following items:

- Spot elevations of sufficient density to produce a surface model with 1-foot contours, including all break lines, high points and low points. Spot elevations on natural ground will be shown to the nearest 0.1 foot and spot elevations on pavement, concrete or other hard surface shown to the nearest 0.01 foot.
- Visible utilities including manholes, drain inlets, culverts, water valves, fire hydrants, cleanouts, utility vaults, poles, guys, and pull boxes. Invert elevations, pipe size and direction will be obtained for all manholes (unless bolted), drain inlets and culverts. Overhead power and/or communication lines will be shown.
- Trees with 6-inch trunk diameter or greater, areas of landscaping, concrete curbs and/or walkways.
- Sites with street frontage will also include location and elevation of the lip of gutter, back of curb and back of walk.

CTA will include the site and/or parcel boundary information for each site, along with the location of any easements depicted on the map of record or identified in a Preliminary Title Report (provided by others). An addendum to the budget associated with this task will be needed in the event that any one of the project sites requires a complete boundary survey (and/or Record of Survey).

Task 2.3 Geotechnical. The Carollo team will explore the subsurface conditions at the pump station sites and prepare a geotechnical investigation report for the project, which will include sub-chapters for each project site. The well sites assumed for this task match those assumed for Task 2.2.

To characterize the subsurface conditions for design, Carollo's geotechnical engineering subconsultant ENGEO will explore each of the six (6) ASR well sites by drilling two borings within the proposed building footprint. We assume the building footprints will be provided prior to finalizing our exploration locations. We will retain the services of a subcontractor to drill the borings using solid-flight auger methods to depths of approximately 20 feet below existing grade, or refusal (whichever is shallower), with a truck-mounted drill rig. We will provide appropriate notification to Underground Service Alert prior to performing our exploration to locate public utilities in potential conflict with the proposed subsurface exploration. Borings will be permitted and backfilled in accordance with City of Roseville requirements.

Representative soil samples will be obtained for laboratory testing. The geotechnical reports will contain logs and locations of test borings, results of all laboratory tests, and discussions of anticipated foundation conditions and recommendations for structural design. Draft and final geotechnical reports will include the following:

- Suitability of the sites for the proposed improvements.

- Assessment of geological hazards at the sites and in the general project areas. Site seismicity and seismic hazards, including the potential for liquefaction, lateral spreading, and estimated seismically induced settlement.
- Treatment of geotechnical constraints such as loose/ soft surface soils, existing fills, compressible soils, expansive soils, liquefiable soils, and lateral spreading, as necessary, based on field exploration results.
- Analysis of potential total and differential settlement due to liquefaction and consolidation, as appropriate.
- Conceptual measures to mitigate hazards, geotechnical constraints, and predicted settlements, as appropriate.
- Site grading recommendations, including fill placement recommendations, utility backfill, and recommendations for site drainage.
- Foundation design recommendations for recommended foundation type and 2019 California Building Code (CBC) seismic criteria.
- Pavement recommendations for hot mix asphalt and Portland cement concrete.

Task 2 efforts will be completed in parallel with, or following completion of, the preparation of 30% design packages for each site (as discussed in Task 3).

Task 2.4 Coordination with Test Well Installation Team. Under separate work, the City is having test wells drilled at each proposed ASR well site. Carollo's team will review the test well plan and provide comments for the City's and consultant's consideration. A meeting will be held to discuss test well coordination items with City staff and the consultant team.

Additionally, Carollo's hydrogeologist subconsultant will visit test hole/monitoring well sites to review test hole drilling and sample collection procedures, inspect and collect lithologic samples for sieve analysis, perform sieve analysis of selected samples, review geophysical surveys, review and offer input on monitoring well designs, and review monitoring well construction and development procedures.

Task 2 Meetings

- Test Well Project Coordination Meeting

Task 2 Deliverables

- Information Request Log
- Test Well Meeting Agenda and Minutes
- Field Summary Report (Draft and Final) for all six sites.
- Site Survey Files for 6 Well Sites
- Geotechnical Site Investigations Reports for 6 Well Sites

Task 2 Assumptions

- Data collection includes reviewing available info the City can provide during the kickoff meeting, and developing and maintaining an info request log for the project.

- Well Sites as identified by City as of Feb 24, 2020 (listed in Task 2.2 above).
- Project sites will not require complete boundary survey (and/or Record of Survey) efforts.
- Two (2) solid-flight auger drilling bores at each site to depths of approximately 20 feet below existing grade, or refusal (whichever is shallower),
- City will maintain responsibility for collection of geochemical information and analysis at each ASR well site. Carollo team will review available information.

TASK 3 PRELIMINARY DESIGN

Preliminary design plans (30% design) will be prepared by June 15, 2020 to meet the City's financial application deadline with the EPA for project funding under the WIFIA. This task includes a Design CAMP® all-day workshop with City staff to discuss potential design modifications and improvements to the City's existing ASR production well and pump station design.

Following completion of the 30% Design CAMP® (Task 1), Carollo will prepare Draft 30% Design packages, configured as separate deliverable packages for each of the six (6) ASR well sites, and including applicable drawings (prepared in SketchUp 3D visualization software), select major draft technical specifications (using Carollo's master specification template/format, when available), and planning level cost estimates for project improvements at each site.

Draft 30% Design packages will be submitted for City review by May 15, 2020, with a Draft 30% Design Review Meeting scheduled to occur within 2 weeks of this submittal.

Following completion of the Draft 30% Design Review Meeting, and receipt of all City comments on the 30% Design packages, Carollo will prepare Final 30% Design packages for each project site, for inclusion with the City's Phase 2 WIFIA application.

The following drawings are estimated for each discipline for each well site in the 30% design package.

Discipline	# of Estimated 30% Drawings
General	4
Civil	4
Architectural	2
Structural	6
Mechanical & Building Mechanical	7
Electrical	4
Instrumentation & Controls	16
TOTAL	43

Task 3 Meetings

- 30% Design CAMP® (full day workshop)
- Draft 30% Design Submittal Review Workshop

Task 3 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- Draft and Final 30% Plans and Draft Major Specifications for each of 6 well sites
- Planning level cost estimates for each of the 6 well sites

Task 3 Assumptions

- Assume 30% design packages will use SketchUp for most plan and section architectural, mechanical, structural, and civil drawings. E/I&C drawings will use native CAD platforms.
- ASR well design concepts will be based on City's Blue Oaks well with updates from staff lessons learned and Carollo team's most recent ASR project in Woodland Well 29.
- All 6 well design packages will have the same architectural, structural, mechanical, electrical, and instrumentation design. Civil design will be conceptually similar, but adjusted to match actual site conditions of each well site.
- Major draft technical specifications using Carollo's master specification template/format
- Planning level (Class 3) cost estimates for each site, as defined by AACE International
- Estimated list of drawings, as included herein (this includes the assumption that site piping will require only 1 plan and 1 profile drawing per site)
- City will furnish previous well project drawings in electronic (AutoCAD) format
- Structural design criteria allow traditionally founded structures and no deep foundation systems or over excavation will be required.
- 30% Design CAMP® will be held at EU offices and City will include staff attendees that can make decisions on all aspects of the project during the workshop to allow design concepts to progress throughout the day. Schedule will be developed to optimize staff time.
- 6 plan/profile drawings for pipeline design of 2,500 lf across all the projects.

TASK 4 PRELIMINARY DESIGN REPORT (PDR)

Carollo will complete site investigations (Task 2), coordinate with City staff, and complete initial investigations and analyses necessary for completion of a comprehensive PDR detailing design concepts for all six (6) ASR well sites.

Carollo will prepare draft and final preliminary design reports summarizing design assumptions, design criteria, pump type selection, planning level cost estimates, preliminary site layouts, and planned telemetry security systems. A single PDR will be provided, with separate chapters dedicated to each of the six well sites. The PDR will provide criteria to support the 30% design package developed under Task 3.

Initial efforts will be completed in preparation for a Preliminary Design CAMP®, where City feedback/ direction will be sought relative to the following preliminary design components:

Task 4.1 Well Design. Carollo will prepare a description of production well construction based on applicable design standards, and to support 30% design drawings.

Previously completed geochemical studies, analysis, and modeling conducted by (or for) the City will be reviewed to determine if additional geochemical investigation is needed to evaluate the impacts to water quality as a result of injection. If additional geochemical information is needed, options for data collection and analysis will be presented to and discussed with the City. Additional geochemical modeling and bench scale testing (not included in this scope of work) could include:

1. Bulk Chemistry Analysis – determination of the mineral and element content in soil samples.
2. Bench Scale Testing – bench scale leaching tests could be conducted. The tests would use different water quality samples mixed with the soil.
3. Electron Microprobe Analysis – microprobe analysis could be conducted to determine the chemical components of the groundwater matrix.
4. Geochemical Modeling – this activity would include the creation of a computer simulation utilizing geochemical code PHREEQC developed by the USGS. Simulations would attempt to recreate the results found from the bench scale tests.
5. Water Quality Trending Analysis – using cycle testing water quality data of the recovered water, this activity would attempt to predict the geochemical results of future cycle tests.

Task 4.2 Site Layout. Describe site layout plans including pump station, concrete masonry building, site lighting, site access, grading and paving, perimeter fencing, connection to the existing City offsite utilities, and associated improvements.

Task 4.3 Architectural, Mechanical, and Structural. Describe pump station building layout plans including space for optional future water treatment for manganese and iron.

Describe architectural elevations including CMU wall design. Define architectural features including material descriptions. Provide a limited evaluation of alternative architectural designs.

Task 4.4 Noise Reduction Facilities. Provide descriptions of noise reduction facilities to provide the quietest operation possible for the pumps to reduce noise below the level allowed by the City's noise ordinance.

Task 4.5 Pump Station Design. Develop major control system strategy and performance criteria based on maintaining ASR function. Provide pump station design including all applicable facilities including safety design elements. Coordinate with City staff to determine the optimum equipment to be installed at the well sites.

Task 4.6 Security. Describe fire and security system elements. Configuration and integration of the access control system and the closed circuit television (CCTV) system will be the responsibility of the installing manufacturer, and will be included in the contract documents.

Task 4.7 Electrical & Instrumentation. Define electrical requirements and major components such as main service metering and disconnect, motor control center including well pump starter, and facility panelboard(s).

Describe electrical equipment layout, lighting and receptacle layout and identify major conduit runs. Describe basic process and control needs for major equipment and process diagrams. Provide coordination with Roseville Electric for installation of substructures required by utility including transformer pad and service conduits.

Electrical equipment design will limit employee arc flash incident energy exposure to less than 8 cal/cm-2.

Task 4.8 Supervisory Control and Data Acquisition (SCADA). Describe a local control panel Operator Interface Panel (OIP) at each well site that links to the City's Barton Road water treatment plant via radio telemetry. Define basic data collection and control needs for pump station operation and reporting. Define requirements to update screens and reports in SCADA systems. The City will establish a fiber optic or radio-based telemetry link to provide a communication link to the existing City telemetry network.

Carollo's team will meet with the City two (2) additional times after the Preliminary Design CAMP® to present updated information/design details for the above-listed project components, collecting City feedback for incorporation into the Draft PDR deliverable.

The Draft PDR deliverable will include findings/recommendations for each project component, preliminary drawings (30% design package), technical specifications outline, supporting documents, and updated preliminary project cost estimates for each site.

Following submittal of the Draft PDR, Carollo will schedule a Draft PDR Review meeting to review the document contents and collect feedback for inclusion in a Final PDR.

Task 4 Meetings

- PDR Design CAMP® (two 4-hour meetings)
- 2 Design Progress Meetings
- Draft PDR Submittal Review Meeting

Task 4 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- Draft and Final Preliminary Design Reports (5 hard copies and pdf)

Task 4 Assumptions

- 30% Design Package drawings will not be updated as part of this task.
- A single PDR document will be submitted in Draft and Final versions that covers all six well sites, with subchapters developed for each site.
- Anticipate PDR will incorporate Task 2 Field Work findings of survey and geotech into project design criteria.
- Design concepts between well sites will be the same other than meeting site specific well and civil/site characteristics.
- Geotechnical investigations will be similar for all sites including recommendations for foundation systems and pavement sections.
- Design of fiber optic or radio-based telemetry links between well sites and the existing City telemetry network will be completed by others.

Task 5 through Task 8.9 are for 2 well sites (referred to below as “Package 1”) that the City will select after Final PDR.

TASK 5 CONSTRUCTION DOCUMENTS (PACKAGE 1)

Under this task Carollo will further develop sets of detailed design drawings and construction specifications for the project: one for construction of each of the two Package 1 ASR well sites.

Construction documents will incorporate City standards and General Conditions as appropriate. Plans and specifications will be submitted to the City for review at the, 60% and final design stages. The design submittal that will be part of the Construction Contractor Request for Proposal (RFP) packet will be detailed in all design areas to support an RFP to select the construction contractor, as well as provide sufficient information to allow a contractor to determine a guaranteed maximum price for the design-assist contract.

The 60% submittal will include 60% design drawings, technical specifications of all sections, supporting documents (geotechnical reports etc.), and an updated engineer's cost estimate summarizing estimated construction costs for both well sites.

The final submittal will include drawings, specifications, any additional supporting documents, and an updated engineer's cost estimate summarizing estimated construction costs for both well sites.

The design will comply with California Title 24 Energy Efficiency requirements as of 2020. Effort includes analysis for compliance, modifications to the design to meet requirements, and necessary documentation.

One reproducible set of half-sized drawings and specifications and 3 bound sets of half-sized drawings and specifications (along with the final engineer's cost estimate) will be provided as the final submittal for each well site. Specifications will also be provided electronically in both PDF and Microsoft Word formats.

The following drawings are estimated for each discipline for each well site in the 60% and final design packages.

Discipline	# of Estimated 60% Drawings	# of Estimated Final Drawings
General	4	4
Civil & Landscape	9	9
Architectural	4	4
Structural	8	8
Mechanical & Building Mechanical	11	11
Electrical	14	14
Instrumentation & Controls	21	21
TOTAL	71	71

Task 5.1 Package 1 – 60% Design Submittal.

The development of the Package 1 – 60% Design Submittal will begin with a 60% Design CAMP® (held in two 4-hour workshops), again attended by key City stakeholders and engineer design staff, aimed at further defining all major coordination needs related to final design of the two well sites.

Following completion of the Package 1 – 60% Design CAMP®, design deliverable packages will be prepared to the 60% level of design for each of the two (2) ASR well sites chosen for detailed design. The 60% submittal packages will include 60% design drawings, technical specifications of all sections, supporting documents (geotechnical reports, etc.) and updated project cost estimates for each ASR well site. Carollo will participate (as needed up to a total of 6 miscellaneous design meetings as described in Task 1) in the expanded review process of the 60% Design submittal packages by identified City departments, incorporating comments

received into the Final Design submittal packages to enable the receipt of necessary permits and clearances for initiation of construction.

Following submittal of the 60% Design submittal packages, Carollo will schedule a Package 1 60% Design Review meeting to review the design details with the City and collect feedback for inclusion in the Final Design submittal packages.

Task 5.2 Package 1 – Final Design Submittal.

The development of the Final Design submittal packages will begin with a Final Design CAMP®, where site layout details, equipment selection, and control, safety, and communication strategies will be finalized in collaboration with City staff.

Following completion of the Final Design CAMP®, the Carollo team will prepare Final Design submittal packages for each of the two initial ASR well sites. The Final Design submittal packages will include drawings, specifications, supporting documents, additional supporting documents, and updated project cost estimates for each well site. Carollo will participate (as needed) in up to a total of 4 miscellaneous design meetings as described in Task 1. These design packages will be sufficiently detailed in all design areas to support an RFP to select the construction contractor, as well as provide sufficient information to allow a contractor to determine a guaranteed maximum price for the design-assist contract (approximately 90% completion level).

An anticipated drawing list for the 60% and Final Design submittals is included below and provides the design information to be included for each discipline.

ANTICIPATED DRAWING LIST PER WELL SITE

Discipline	No.	Sheet	Title
G	1	G001	Title Sheet
G	2	G002	Legend & Abbreviations
G	3	G003	General Notes
G	4	G004	Sheet Index
C	5	C001	Civil Details 1
C	6	C002	Civil Details 2
C	7	C003	Cathodic Protection Details
C	8	C100	Site Plan
C	9	C101	Paving and Grading Plan
C	10	C102	Site Piping Plan
C	11	C103	Offsite Piping Plan
EC	12	EC001	Erosion Control and Staging Details

Discipline	No.	Sheet	Title
L	13	L100	Landscape Plan
GA	14	GA001	Building Elevations
GA	15	GA002	Architectural Details & Schedules
GA	16	GA003	Architectural Details
A	17	A100	Floor Plan
GS	18	GS001	General Structural Notes & Specifications
GS	19	GS002	Statement of Special Inspections
GS	20	GS003	Typical Structural Details
GS	21	GS004	Building Sections
GS	22	GS005	Foundation Sections & Details
GS	23	GS006	Roof Framing Sections & Details
S	24	S100	Foundation Plan
S	25	S101	Roof Framing Plan
GM	26	GM001	General Notes and Legend Process Equipment Schedule, Piping Sched. & Notes
GM	27	GM002	Building Plan and Notes
GM	28	GM003	Building Piping Section and Notes
GM	29	GM004	Well Site Building Chemical Room
GM	30	GM005	Downhole Control Valve Mechanical Details
GM	31	GM006	Monitor Wellhead Enclosure
GM	32	GM007	Mechanical Details
M	34	M100	HVAC Mechanical Floor Plan
M	35	M101	Plumbing Plan
M	36	M102	Fire Alarm & Sprinkler System Plan
GE	37	GE001	Electrical Symbols
GE	38	GE002	Electrical Abbreviations and Notes
GE	39	GE003	Electrical Details - 1
GE	40	GE004	Electrical Details - 2
E	41	E101	Luminaire and Disconnect Schedule
E	42	E102	Panelboard Schedule
E	43	E105	Switchboard Elevation
E	44	E106	MCC Elevation

Discipline	No.	Sheet	Title
E	45	E107	Generator Connection Panel
E	46	E110	One Line Diagram
E	47	E111	Power and Control Plan
E	48	E112	Lighting and Grounding Plan
E	49	E113	Site Plan
E	50	E115	Conduit and Cable Schedules
GN	51	GN001	Instrumentation Symbols and Abbreviations
GN	52	GN002	Instrumentation Process Symbols
GN	53	GN003	Instrumentation Process Symbols
GN	54	GN004	Instrumentation Process Symbols
GN	55	GN005	Instrumentation Process Symbols
GN	56	GN006	Instrumentation Process Symbols
GN	57	GN007	Instrumentation Installation Details
GN	58	GN008	Instrumentation Installation Details
GN	59	GN009	Typical PLC Control Panel Elevation
GN	60	GN010	Typical PLC Control Panel Power Distribution and Control
N	61	N101	SCADA, Security and CCTV Block Diagram
N	62	N102	Well Pump Control Diagram - 1
N	63	N103	Well Pump Control Diagram - 2, Main Breaker Control
N	64	N104	Exhaust Fan/Misc Wiring Diagram
N	65	N105	Chem Feed Pump Panel Wiring Diagram
N	66	N110	Well Pump P&ID - 1
N	67	N111	Well Pump P&ID - 2
N	68	N112	Hypochlorite System P&ID
N	69	N113	Liquid Fluoride System P&ID
N	70	N114	Water Quality/Misc P&ID - 1
N	71	N115	Water Quality/Misc P&ID - 2

Task 5 Meetings

- 60% Design CAMP® (two 4-hour workshops)
- Miscellaneous Design Development Meetings
- Design Approval Support Meetings
- 60% Submittal Review Meeting
- Final Design CAMP® (two 4-hour workshops)

Task 5 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- 60% Design Package of plans, specifications, cost estimates, supporting docs (electronic pdf)
- Final Design Package of plans, specifications, cost estimates, supporting docs (Draft Final will be submitted to City for review and comment, comments to be incorporated into resubmitted Final version. (electronic pdf and Word, 1 reproducible half-sized drawings and specifications set, 3 bound half-sized drawings and specification sets)

Task 5 Assumptions

- The 2 well sites chosen for final design will be selected by the City from the list of well sites included in the 30% design and PDR project phases.
- Design drawings will be prepared in in AutoCAD format (v. 2017 or later)
- Technical specifications using Carollo's master specification template/format.
- Front-end Specifications to be provided by City
- Estimated list of drawings, as included herein
- Well sites will have the similar design concepts (the floor plans may be similar but could vary between sites). This will be determined through collaborative efforts with City staff.
- Civil/site concepts will be adjusted to meet site constraints
- PDR will not be updated from Task 4
- Planning level (Class 2) cost estimate for both sites at the 60% design level, as defined by AACE International
- Planning level (Class 1) cost estimate for both sites at the final design level, as defined by AACE International
- Well drilling contract documents will be part of the overall Package 1 Contract Documents and will be constructed as part of the Design-Assist Contractor's Work.

TASK 6 ASSIST CITY IN OBTAINING NECESSARY PERMITS

Carollo will assist City with determining what permits and agency authorizations are required for implementation of the project. Carollo will also prepare applications for required permits on behalf of the City, and coordinate with all other agencies as required for completion of application requirements. Carollo will track permit progress and provide any additional information required by the permitting agency through construction.

The 60% construction document submittal will undergo an expanded review process to provide review and comment by multiple City departments. Carollo will make additional revisions and submittals directly to the commenting City department in order to establish all necessary permits and clearances including any permits required to begin construction. Consultations with the California Department of Public Health and with the Regional Water Quality Control Board are anticipated.

Because the effort to assist the City with all permit and clearance applications, tracking of permit progress, and ongoing coordination/communication with permitting agencies is an estimate of

effort, a budgetary allowance is included herein for completion of this. This level of effort has been adequate for other similar projects.

Task 6 Meetings

- Up to 4 meetings with permitting agencies will be held (Separate from the 10 miscellaneous design meetings referenced in Task 1).

Task 6 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- Permit applications as identified (other than DWSAP)

Task 6 Assumptions

- Assumed level of effort based on previous similar projects.
- City will obtain well permits, including drinking water source assessment and protection (DWSAP) program requirements for all wells.
- Portable generators will be used for backup power as needed at well sites, so no Air Quality Board Permits will be required for backup power. Portable generator connections will be provided and a portable generator specification will be included in Contract Documents.
- Building permits will not be required (per City direction that facilities will not be configured as "occupied facilities").
- California Environmental Quality Act (CEQA) permitting for all project sites will be implemented separately by City.
- All permit fees will be paid directly by the City.

TASK 7 CONSTRUCTION CONTRACTOR SELECTION (PACKAGE 1)

Engineer will assist the City with the following tasks to support the RFP process for contractor selection:

Task 7.1 Prepare Package and Conduct Pre-Proposal Meetings. Carollo will work with City staff to prepare a design-assist proposal package using the City's design-assist RFP template and boiler plate Design Assist Contract Agreement. Carollo will prepare for and conduct a pre-proposal meeting for the construction project. The mandatory meetings to be conducted in two parts: 1) conference room setting where the administrative aspects of the project will be presented by the construction manager, and the project components and details of the project processes will be presented by the design engineer; and 2) site visit that takes the potential proposers through an organized site tour to provide a brief understanding of the project features and the potential construction challenges. This would include a visual explanation of project constraints, construction components, and construction related aspects such as laydown/staging areas, ingress/egress, field offices, parking, security, dewatering, noise control, and environmental considerations.

Task 7.2 Technical Assistance for Questions During Proposal Period. City will receive questions during proposal period and develop responses and create addenda with technical support from Carollo.

Task 7.3 Review Proposals, Prepare Recommendation on Contract Award. Review construction proposals received and provide recommendations to the City regarding proposal completeness or responsiveness, proposer capabilities, and contract award.

Task 7.4 Conduct Reference Check. Conduct reference checks on apparent best value contractor for conformance with the final design submittal.

Task 7.5 Prepare Conformed Sets of Plans and Specifications for Bid Packages. Carollo will attend four project collaboration meetings with selected Design-Assist contractor, City, and Carollo team to review contractor ideas for possible incorporation into the project. Carollo will prepare an electronic conformed set and 5 copies of specifications and full size drawings for each site as directed by City with addenda items and agreed upon ideas from the collaborative meetings incorporated.

The fee estimate associated with Task 7 is based on construction contractor selection efforts for the construction of the two (2) initial ASR well site improvements, with the understanding that the Contractor will have a subcontractor drill and develop the production wells under their single/prime agreement with the City..

Task 7 Meetings

- 2-phase Pre-Proposal Meeting for Design-Assist Contractors
- 4 Collaboration Meetings with Selected Design-Assist Contractor and City

Task 7 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- Up to 3 addenda
- Conformed Documents (pdf electronic version of plans and specifications and 5 hard copies of half-sized drawings and specifications)

Task 7 Assumptions

- Issuance of up to three (3) addenda by the City.
- Assume changes to design from collaborative meeting with Contractor, City, and Carollo team members will require modifications to 25 drawings and 10 specifications for conformed document production. If effort for conformed document production is greater than that assumed herein, additional budget may be required from optional tasks included within Task 9.
- A redline set of markups will be provided to the City for review prior to the final submittal (which will incorporate the City's and the contractor's comments).

TASK 8 ENGINEERING SERVICES DURING CONSTRUCTION (PACKAGE 1)

The fee estimate associated with Task 8 is based on the provision of engineering services during construction (ESDC) associated with the construction of the two (2) initial ASR well site improvements, over the construction period of 14 months. Engineer will provide the following engineering services during construction:

Task 8.1 Review Shop Drawing and Other Submittals for conformance with design drawings and specifications. Carollo will review and comment on contractor shop drawings, submittals, and other submitted construction documents throughout the course of the construction period. We have assumed 100 initial submittals/shop drawings will be submitted at an average effort of 4 hours review time per submittal, and 50 resubmittals at an average effort of 4 hours review time per resubmittal. Submittals and review comments will be in electronic format using a Document Management System selected and provided by the City.

Task 8.2 Resident Project Representative. Carollo will furnish a Resident Project Representative (RPR) – on half time basis, for the duration of the construction period. The RPR will attend progress meetings with the contractor and project team (as needed), and will provide the design engineering support required to make on-going modifications/changes to the design plans and specifications during the design-assist construction phase of the project. The RPR role will be filled by multiple Carollo team members to provide cost-efficient support.

When onsite, the RPR will attend special meetings with the project team and contractor to address special issues such as pre-submittal, RFI clarification discussions, and startup as needed.

Task 8.3 Construction Meetings and Special Meetings. Attend progress meetings with the contractor and project team (as needed) to provide design engineering services within the estimated level of effort during the 14 month construction duration. Carollo's PM or RPR will attend City Council and/or other meetings (when requested by the City) to assist City staff in updating the City Council on the status of construction. (Assume maximum of 10 meetings of 2 hours each).

Task 8.4 Design Clarification due to Unforeseen Conditions. Carollo will review and respond to contractor's requests for information and clarifications during construction. We assume a total of 75 Design Clarifications/Requests for Information over the construction period. 3 hours per RFI response has been estimated. Support will also be provided for review of change order requests from contractor, at an assumed effort of 10 hours.

Task 8.5 Prepare Record Drawings. Carollo will provide record drawing updates on a quarterly basis and at the end of the construction project based on records kept by the contractor and verified by the construction manager: 1) a single PDF file with all plan set sheets will be provided for each submittal, and 2) in AutoCAD format (v. 2017 or later) with all associated files.

Carollo will attend a contractor walk-through, final inspection, and demonstrations.

Task 8.6 Review and Comment on O&M Manuals. Carollo will obtain O&M manuals submitted by the contractor and review for completeness. Carollo will coordinate review with City staff and collate comments back to the contractor.

Carollo will confirm that all electrical wiring diagrams contained in the manuals are as-built information.

Organize and deliver six copies to the City.

Task 8.7 Production Well Drilling and Development Construction Management Services.

- A. General. Carollo's geologist or hydrogeologist will maintain a field notebook and daily field log documenting the date and time of all field activities, listing all material quantities, condition of materials, any deviations from the specification and approvals, unforeseen conditions and mitigation measures taken, all visitors to the site, description of all site photographs, etc. The field log will be provided to the City via e-mail at the end of each day.
- B. Exploratory Drilling and Logging. Hydrogeologist will provide an on-site geologist or hydrogeologist Professional Geologist license in California or under the direct supervision of a Professional Geologist licensed in California, during exploratory drilling and logging during the down hole drilling activities. Collect and describe samples of the drill cuttings collected at 10-foot intervals or changes in lithology, monitor drilling fluid consistency, oversee geophysical logging and verify compliance with the drilling specification. The on-site geologist or hydrogeologist will be present to oversee completion of the exploratory pilot borehole. During other times the contractor will collect and label the lithologic samples. The geologist or hydrogeologist will select up to eight samples during drilling of the exploratory boring for grain size analysis to assist in the design of the well filter pack and screen slot size. Samples will be submitted to a certified testing facility by the contractor.
- C. Well Construction. Be present during well construction activities to inspect all materials delivered to site and verify compliance with the drilling specification and also to oversee the following construction activities:
 - a. Installation of screen, casing and spacers
 - b. Installation and disinfection of filter pack
 - c. Installation of well seal
 - d. Well Development. Be on site during the beginning of well development and key periods during the air-lifting and pumping phases of development. Monitoring and log sand production, turbidity and electrical conductivity of the produced water during development.
 - e. Pump and Aquifer Testing. Oversee an 8-hour step test and a 72 hour continuous pumping test while monitoring water levels in nearby wells. The 72-hour test may be halted after 48 hours if groundwater levels have stopped changing. Collect a groundwater sample for full Title 22 testing at the end of the continuous pumping test.

Task 8.8 SCADA Support. PLC programming will be the responsibility of the Control System Integrator and will be included in the contract documents. SCADA programming will be performed by Carollo.

Task 8.9 Asset Management. New assets identified as Asset Management Objects to be incorporated into the Roseville Enterprise Asset Management (EAM) System shall be identified during design. Engineer will maintain a registry of these assets, their classification, attributes, failure classification, and criticality as well as spare parts and their attributes. The registry will be maintained during design and construction to create a complete asset profile for migration to the EAM System. The EAM system used by the City is Maximo. Data additions, changes and migrations to the EAM data base will be performed through spreadsheets provided by the engineer. In an effort to minimize data replication by the City or City's Consultant staff, contractors and Engineer will have access to maintain data throughout the design and construction phase. The Engineer will be responsible to deliver to the City, a database that has all the updated data for all the new elements added as part of this project. The City will provide definitions and domains for the asset registry and will perform all data loading and activity in the EAM system. The Engineer will include the count of the range of assets anticipated in the Asset Management Plan.

Task 8 Meetings

- City Council meeting updates (up to 10)
- Weekly construction meetings (to be attended by RPR)
- Contractor walk-through, final inspection, and demonstrations

Task 8 Deliverables

- Quarterly record drawing package (pdf and AutoCAD files)
- Final record drawing package (pdf and AutoCAD files)
- Onsite logs during production well construction and development management period
- Submittal/RFI review responses/comments (pdf)

Task 8 Assumptions

- Quarterly record drawing updates will be done on all drawings with significant changes from the original contract documents.
- Level of effort for record drawing updates is an estimate, actual level of effort required is not known.
- 14 month construction duration
- Equipment and materials will be the same at both well sites and shop drawings and submittals will be applicable to both well sites
- 100 Submittals and 50 Resubmittals at an average of 4 hours per review.
- 75 RFIs/Design Clarifications at 3 hours average response each
- 10 Change Order requests from contractor will be evaluated at 1 hour each
- At least 6 copies of O&M manuals will be supplied by contractor for all equipment to be included in O&M manuals.
- 4 SCADA screens per well site are assumed for programming.
- CM being provided under separate scope or contract

- Assume well drilling will be subcontractor to Design-Assist GC and drilling be done during the 14 month construction duration.

TASK 9 UNALLOCATED SCOPE

The following tasks will be performed only upon written direction from the City.

Task 9.1 Additional 30% Design for Alternate Well Sites. A total of six well sites have been identified as primary well site locations. The City may determine that one or more of the primary well sites is unlikely to meet the objectives for this project based on a review of data collected during site investigation activities including pilot borehole drilling, monitoring well construction, and water quality sampling that is scheduled to be completed late summer early fall 2020. These site investigation activities are not part of the Engineer's scope of work. Under this optional task Engineer will provide 30% designs at two secondary sites identified by the City within the City boundaries.

Additional project scope, schedule, and budget is included herein to facilitate completion of repeat preliminary design (30%) efforts for alternate well sites to replace two (2) originally included ASR well sites. If alternate site location(s) is/are needed, we will work with the City to reduce the overall impact to final project completion.

Tasks include the following:

- Field work including surveying and geotechnical investigations for the 2 alternate sites
- Development of SketchUp 3D models for each site
- 30% package drawings to match anticipated number of drawings per discipline as shown in table below per site.

Discipline	# of Estimated 30% Drawings
General	4
Civil	4
Architectural	2
Structural	6
Mechanical & Building Mechanical	7
Electrical	4
Instrumentation & Controls	16
TOTAL	43

- Draft major specifications

- Cost estimate

Task 9.1 Meetings

- 30% Design CAMP® meeting (two 4-hour meetings)

Task 9.1 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- 30% design package for 2 alternate well sites.

Task 9.1 Assumptions

- Selection of alternate well sites will be done after 30% design phase, before PDR effort begins.

Task 9.2 Unanticipated Construction Documents Services. A budget for unanticipated services for construction documents has been included here and will be equivalent 10% of the Task 5.2 budget. This budget shall only be utilized for unanticipated construction document services as identified by the City and also approved and authorized in writing by the City's Project Manager.

Task 9.3: Unanticipated Engineering Assistance. A budget for unanticipated resident engineer design assistance has been included here and will be equivalent to an engineer on site (on a half time basis). This budget shall only be utilized if the City identifies engineering assistance that was unanticipated, and if the budget is approved and authorized in writing by the City's Project Manager.

Task 9.4 – Geotechnical Special Inspection. Under this optional task the geotechnical engineer of record will provide special inspection services during the construction phase of the project.

The scope of services during construction will include plan reviews, testing and observation services during earthwork construction, and special inspections during foundation construction. We will provide laboratory testing to support the project and prepare various letters, as needed. We will perform these services on a time-and-expense basis as requested by you during construction.

Plan Review

We will review the grading plans, structural foundation plans, and attend the preconstruction meeting prior to grading.

Geotechnical Testing and Observation During Site Preparation

A geotechnical field technician will be on site to verify fill compaction and perform other quality control duties. During site grading, we will perform the following tasks:

- Field density and moisture tests of site preparation and fill placement to assess the contractor's compliance with the project specifications.

- Preparation of a Daily Field Report for each site visit.
- Compaction curves (ASTM D1557) as needed during grading. Curves may also include Plasticity Index determinations to verify the soil conditions.
- We anticipate hot mix asphalt sampling and laboratory testing to include a maximum density (theoretical unit weight, CT309), oil content, and gradation.

The geotechnical project engineer will be on site, along with the Construction Services Manager, as needed for observation of the geotechnical engineering aspects of the project. We will provide a final testing and observation summary letter.

Special Inspections

Geotechnical engineer representative can also provide special inspections required by the structural plans; these special inspections may include:

- Reinforcing steel placement inspection.
- Observation of concrete, grout and mortar placement, preparation of test specimens, sample pick up, and transportation to the laboratory.
- Laboratory curing and concrete, grout and mortar compression testing.
- Post installed concrete anchorage observation.

Issuance of a final conformance letter upon completion of inspection services.

Task 9.4 Meetings

- No specific meetings as part of this task

Task 9.4 Deliverables

- Daily field reports for each site visit
- Final testing and observation summary letter
- Final conformance letter upon completion of inspection services

Task 9.4 Assumptions

- Estimated cost of \$38,500 per well site, all 6 wells included in the optional task

Task 9.5 – Cycle Testing and Year 1 Support. During initial operations, buffer zone formation and cycle testing, monitor the hydraulic and water quality response of the ASR wells, monitor wells, and the storage aquifers.

For each Package 1 ASR well, Carollo team will provide assistance to the City during cycle testing, data collection and assessment for one year. A test program cycle testing would be developed through close coordination with City staff and at a minimum will include data collection, monitoring, sampling, and analysis protocols. A meeting/workshop and agenda would be prepared for the City to discuss the test program. Specific tasks developed as a result of the workshop could include the following:

- Installation of submersible pressure transducers in monitoring well piezometers at the injection/extraction well site
- Weekly downloading and processing of data from each monitoring well and pumping well
- Collection and processing of ASR well static and pumping water levels, pumping/injection rate, discharge/injection pressures, from City
- Field measurements will include pH, dissolved oxygen, oxidation-reduction potential, temperature and conductivity
- Weekly collection and analysis of water samples from each piezometer and injection/extraction well (general physical and general mineral constituents)
- Groundwater samples will be sent to a third-party lab for analysis
- Preparation of monthly technical memorandum addressing the specific work, including water quality analysis summaries performed by the project team. The draft TM will be submitted to the City of review. The City's comments on the draft will be incorporated into the final TM.

Task includes evaluating historian records and associated ASR performance and recommendations for operational adjustments that would improve performance, such as adjustments to backflush procedures and frequency; adjustments to the Target Storage Volume (TSV) to meet the City's evolving water supply needs; ASR wellfield expansion plans and other operational objectives. Revise and update the Draft O&M Manual prepared at the end of facilities construction. Typically the duration of this post-construction support period is at least one year. If several years are required to achieve the TSV, the duration may be longer.

Task 9.5 Meetings

- Test Plan Workshop
- Bi-monthly conference calls to discuss performance

Task 9.5 Deliverables

- Meeting agendas and minutes
- Draft and Final Monthly Data and Water Quality TM

Task 9.5 Assumptions

- Cycle Testing and Year 1 Support for 2 Base Scope Well Sites
- Carollo team will collect Historian and other operating information
- Carollo team will collect water quality samples and provide analysis and results
- Effort/Cost can be reduced if City provides data collection and water quality sampling

OPTIONAL SCOPE

The following scope is not part of the base scope of work for the project and will be performed only upon written direction from the City.

TASK 10 – Detailed Design and ESDC for 4 Additional Wells. Under this optional task detailed design and ESDC will be performed for the 4 additional wells previously implemented

through the PDR phase. It is assumed that the detailed design of these 4 well sites (Package 2) will be similar in concept to the previous Package 1 well designs, with minor modifications to account for well and site characteristics only. It is anticipated this task will start within 12 months of submission of the WIFIA Phase 2 Application. This task consists of the following subtasks.

TASK 10.1 - CONSTRUCTION DOCUMENTS

Under this task Carollo will further develop sets of detailed design drawings and construction specifications for this project: one for construction of each of the 4 additional ASR well sites.

Construction documents will incorporate City standards and General Conditions as appropriate. Plans and specifications will be submitted to the City for review at the 60% and final design stages. It is assumed the Design-Assist Contractor from Package 1 will implement this Package 2 set of 4 wells.

The 60% submittal will include 60% design drawings, draft technical specifications, supporting documents (geotechnical reports etc.) and an engineer's cost estimate.

The final submittal will include drawings, specifications, any additional supporting documents, and engineer's cost estimate. The design will comply with California Title 24 Energy Efficiency requirements as of 2020. Effort includes analysis for compliance, modifications to the design to meet requirements, and necessary documentation.

One reproducible set of half-sized drawings and specifications and 3 bound sets of half-sized drawings and specifications along with the final engineer's cost estimate will be provided as the final submittal for each well site. Specifications will also be provided electronically in both PDF and Microsoft Word formats.

The following drawings are estimated for each discipline for each well site in the 60% and final design packages.

Discipline	# of Estimated 60% Drawings	# of Estimated Final Drawings
General	4	4
Civil & Landscape	9	9
Architectural	4	4
Structural	8	8
Mechanical & Building Mechanical	11	11
Electrical	14	14
Instrumentation & Controls	21	21
TOTAL	71	71

Task 10.1.1 Package 2 – 60% Design Submittal.

The development of the Package 2 – 60% Design Submittal will begin with a 60% Design CAMP® (held in two 4-hour workshops), again attended by key City stakeholders and engineer design staff, aimed at further defining all major coordination needs related to final design of the two well sites.

Following completion of the Package 2 – 60% Design CAMP®, design deliverable packages will be prepared to the 60% level of design for each of the four (4) Package 2 ASR well sites. The 60% submittal packages will include 60% design drawings, draft technical specifications, supporting documents (geotechnical reports, etc.) and updated project cost estimates for each ASR well site.

Following submittal of the 60% Design submittal packages, Engineer will schedule a Package 2 60% Design Review meeting to review the design details with the City and collect feedback for inclusion in the Final Design submittal packages.

Task 10.1.2 Package 2 – Final Design Submittal.

The development of the Final Design submittal packages will begin with a Final Design CAMP®, where site layout details, equipment selection, and control, safety, and communication strategies will be finalized in collaboration with City staff.

Following completion of the Final Design CAMP®, the Carollo team will prepare Final Design submittal packages for each of the four (4) Package 2 ASR well sites. The Final Design submittal packages will include drawings, specifications, supporting documents, additional supporting documents, and updated project cost estimates for each well site. These design packages will be sufficiently detailed in all design areas to support a GMP by the Design-Assist Contractor (approximately 90% completion level).

An anticipated drawing list for the 60% and Final Design submittals is included below and provides the design information to be included for each discipline.

ANTICIPATED DRAWING LIST PER WELL SITE

Discipline	No.	Sheet	Title
G	1	G001	Title Sheet
G	2	G002	Legend & Abbreviations
G	3	G003	General Notes
G	4	G004	Sheet Index
C	5	C001	Civil Details 1
C	6	C002	Civil Details 2
C	7	C003	Cathodic Protection Details
C	8	C100	Site Plan

Discipline	No.	Sheet	Title
C	9	C101	Paving and Grading Plan
C	10	C102	Site Piping Plan
C	11	C103	Offsite Piping Plan
EC	12	EC001	Erosion Control and Staging Details
L	13	L100	Landscape Plan
GA	14	GA001	Building Elevations
GA	15	GA002	Architectural Details & Schedules
GA	16	GA003	Architectural Details
A	17	A100	Floor Plan
GS	18	GS001	General Structural Notes & Specifications
GS	19	GS002	Statement of Special Inspections
GS	20	GS003	Typical Structural Details
GS	21	GS004	Building Sections
GS	22	GS005	Foundation Sections & Details
GS	23	GS006	Roof Framing Sections & Details
S	24	S100	Foundation Plan
S	25	S101	Roof Framing Plan
GM	26	GM001	General Notes and Legend Process Equipment Schedule, Piping Sched. & Notes
GM	27	GM002	
GM	28	GM003	Building Plan and Notes
GM	29	GM004	Building Piping Section and Notes
GM	30	GM005	Well Site Building Chemical Room
GM	31	GM006	Downhole Control Valve Mechanical Details
GM	32	GM007	Monitor Wellhead Enclosure
GM	33	GM008	Mechanical Details
M	34	M100	HVAC Mechanical Floor Plan
M	35	M101	Plumbing Plan
M	36	M102	Fire Alarm & Sprinkler System Plan
GE	37	GE001	Electrical Symbols
GE	38	GE002	Electrical Abbreviations and Notes
GE	39	GE003	Electrical Details - 1

Discipline	No.	Sheet	Title
GE	40	GE004	Electrical Details - 2
E	41	E101	Luminaire and Disconnect Schedule
E	42	E102	Panelboard Schedule
E	43	E105	Switchboard Elevation
E	44	E106	MCC Elevation
E	45	E107	Generator Connection Panel
E	46	E110	One Line Diagram
E	47	E111	Power and Control Plan
E	48	E112	Lighting and Grounding Plan
E	49	E113	Site Plan
E	50	E115	Conduit and Cable Schedules
GN	51	GN001	Instrumentation Symbols and Abbreviations
GN	52	GN002	Instrumentation Process Symbols
GN	53	GN003	Instrumentation Process Symbols
GN	54	GN004	Instrumentation Process Symbols
GN	55	GN005	Instrumentation Process Symbols
GN	56	GN006	Instrumentation Process Symbols
GN	57	GN007	Instrumentation Installation Details
GN	58	GN008	Instrumentation Installation Details
GN	59	GN009	Typical PLC Control Panel Elevation
GN	60	GN010	Typical PLC Control Panel Power Distribution and Control
N	61	N101	SCADA, Security and CCTV Block Diagram
N	62	N102	Well Pump Control Diagram - 1
N	63	N103	Well Pump Control Diagram - 2, Main Breaker Control
N	64	N104	Exhaust Fan/Misc Wiring Diagram
N	65	N105	Chem Feed Pump Panel Wiring Diagram
N	66	N110	Well Pump P&ID - 1
N	67	N111	Well Pump P&ID - 2
N	68	N112	Hypochlorite System P&ID
N	69	N113	Liquid Fluoride System P&ID
N	70	N114	Water Quality/Misc P&ID - 1
N	71	N115	Water Quality/Misc P&ID - 2

Task 10.1 Meetings

- 60% Design CAMP® (two 4-hour workshops)
- Design Approval Support Meetings
- 60% Submittal Review Meeting
- Final Design CAMP® (two 4-hour workshops)

Task 10.1 Deliverables

- Meeting Agendas and Minutes
- Action Item Log, Decision Log
- 60% Design Package of plans, specifications, cost estimates, supporting docs (electronic pdf)
- Final Design Package of plans, specifications, cost estimates, supporting docs (Draft Final will be submitted to City for review and comment, comments to be incorporated into resubmitted Final version. (electronic pdf and Word, 1 reproducible half-sized drawings and specifications set, 3 bound half-sized drawings and specification sets)

Task 10.1 Assumptions

- Similar assumptions to Tasks 5 through 8.
- Design concepts between well sites will be the same other than meeting site specific well and civil/site characteristics.
- All 4 wells will be implemented in parallel and start within 12 months of the WIFIA Phase 2 Application submission

TASK 10.2 - ASSIST CITY IN OBTAINING NECESSARY PERMITS

Carollo will assist City with determining what permits and agency authorizations are required for implementation of the project. Carollo will make application for required permits on behalf of the City and coordinate with all other agencies as required. Carollo will track permit progress and provide any additional information required by the permitting agency through construction.

The 60% construction document submittal will undergo an expanded review process to provide review and comment by multiple City departments. Carollo will make additional revisions and submittals directly to the commenting City department in order to establish all necessary permits and clearances including any permits required to begin construction. Consultations with the California Department of Public Health and with the Regional Water Quality Control Board are anticipated.

Because the effort to assist the City with all permit and clearance applications, tracking of permit progress, and ongoing coordination/communication with permitting agencies is an estimate of effort, a budgetary allowance of 120 hours is included herein for completion of this task (30 per ASR well site). This level of effort has been adequate for other similar projects.

Task 10.2 Meetings

- Up to 2 meetings with permitting agencies will be held.

Task 10.2 Deliverables

- Meeting Agendas and Minutes

- Action Item Log, Decision Log
- Permit applications as identified

Task 10.2 Assumptions

- City will obtain well permits including DWSAP for all wells.
- Portable generators will be used for backup power as needed at well sites, so no Air Quality Board Permits will be required for backup power. Portable generator connections will be provided and a portable generator specification will be included in Contract Documents.
- Building permits will not be permitted, as facilities are not considered occupied facilities.
- CEQA for projects being implemented separately by City.
- Any permit fees will be paid directly by the City.

TASK 10.3 - ENGINEERING SERVICES DURING CONSTRUCTION (PACKAGE 2)

The fee estimate associated with Task 10.3 is based on the provision of engineering services during construction (ESDC) associated with the construction of the four (4) additional ASR well site improvements, over a construction period of 14 months. Carollo will provide the following engineering services during construction:

Task 10.3.1 Review Shop Drawing and Other Submittals for conformance with design drawings and specifications. Carollo will review and comment on contractor shop drawings, submittals, and other submitted construction documents throughout the course of the construction period. We have assumed 75 initial submittals/shop drawings will be submitted at an average effort of 4 hours review time per submittal, and 25 resubmittals at an average effort of 4 hours review time per resubmittal.

Task 10.3.2 Resident Project Representative. Carollo will furnish a Resident Project Representative (RPR) – on half time basis, for the duration of the construction period. The RPR will attend progress meetings with the contractor and project team (as needed), and will provide the design engineering support required to make on-going modifications/changes to the design plans and specifications during the design-assist construction phase of the project. The RPR role will be filled by multiple Carollo team members to provide cost-efficient support.

When onsite, the RPR will attend special meetings with the project team and contractor to address special issues such as pre-submittal, RFI clarification discussions, and startup as needed.

Task 10.3.3 Construction Meetings and Special Meetings. Attend progress meetings with the contractor and project team (as needed) to provide design engineering services within the estimated level of effort during the 14 month construction duration. Carollo's PM or RPR will attend City Council and/or other meetings (when requested by the City) to assist City staff in updating the City Council on the status of construction. (Assume maximum of 5 meetings of 2 hours each).

Task 10.3.4 Design Clarification due to Unforeseen Conditions.

Carollo will review and respond to contractor's requests for information and clarifications during construction. We assume a total of 50 Design Clarifications/Requests for Information over the construction period. Support will also be provided for review of change order requests from contractor.

Task 10.3.5 Prepare Record Drawings. Carollo will provide record drawing updates on a quarterly basis and at the end of the construction project based on records kept by the contractor and verified by the construction manager: 1) a single PDF file with all plan set sheets will be provided for each submittal, and 2) in AutoCAD format (v. 2017 or later) with all associated files.

Carollo will attend a contractor walk-through, final inspection, and demonstrations.

Task 10.3.6 Review and Comment on O&M Manuals. Carollo will obtain O&M manuals submitted by the contractor and review for completeness. Carollo will coordinate review with City staff and collate comments back to the contractor.

Carollo will confirm that all electrical wiring diagrams contained in the manuals are as-built information. Organize and deliver six copies to the City.

Task 10.3.7 Production Well Drilling and Development Construction Management Services.

- A. General. Carollo's geologist or hydrogeologist will maintain a field notebook and daily field log documenting the date and time of all field activities, listing all material quantities, condition of materials, any deviations from the specification and approvals, unforeseen conditions and mitigation measures taken, all visitors to the site, description of all site photographs, etc. The field log will be provided to the City via e-mail at the end of each day.
- B. Exploratory Drilling and Logging. Hydrogeologist will provide an on-site geologist or hydrogeologist Professional Geologist license in California or under the direct supervision of a Professional Geologist licensed in California, during exploratory drilling and logging during the down hole drilling activities. Collect and describe samples of the drill cuttings collected at 10-foot intervals or changes in lithology, monitor drilling fluid consistency, oversee geophysical logging and verify compliance with the drilling specification. The on-site geologist or hydrogeologist will be present to oversee completion of the exploratory pilot borehole. During other times the contractor will collect and label the lithologic samples. The geologist or hydrogeologist will select up to eight samples during drilling of the exploratory boring for grain size analysis to assist in the design of the well filter pack and screen slot size. Samples will be submitted to a certified testing facility by the contractor.
- C. Well Construction. Be present during well construction activities to inspect all materials delivered to site and verify compliance with the drilling specification and also to oversee the following construction activities:
 - a. Installation of screen, casing and spacers

- b. Installation and disinfection of filter pack
- c. Installation of well seal
- d. Well Development. Be on site during the beginning of well development and key periods during the air-lifting and pumping phases of development. Monitoring and log sand production, turbidity and electrical conductivity of the produced water during development.
- e. Pump and Aquifer Testing. Oversee an 8-hour step test and a 72 hour continuous pumping test while monitoring water levels in nearby wells. The 72-hour test may be halted after 48 hours if groundwater levels have stopped changing. Collect a groundwater sample for full Title 22 testing at the end of the continuous pumping test.

Task 10.3.8 SCADA Support. PLC programming will be the responsibility of the Control System Integrator and will be included in the contract documents. SCADA programming will be performed by Carollo.

Task 10.3.9 Asset Management. New assets identified as Asset Management Objects to be incorporated into the Roseville Enterprise Asset Management (EAM) System shall be identified during design. Engineer will maintain a registry of these assets, their classification, attributes, failure classification, and criticality as well as spare parts and their attributes. The registry will be maintained during design and construction to create a complete asset profile for migration to the EAM System. The EAM system used by the City is Maximo. Data additions, changes and migrations to the EAM data base will be performed through spreadsheets provided by the engineer. In an effort to minimize data replication by the City or City's Consultant staff, contractors and Engineer will have access to maintain data throughout the design and construction phase. The Engineer will be responsible to deliver to the City, a database that has all the updated data for all the new elements added as part of this project. The City will provide definitions and domains for the asset registry and will perform all data loading and activity in the EAM system. The Engineer will include the count of the range of assets anticipated in the Asset Management Plan.

Task 10.3 Meetings

- City Council meeting updates (up to 5)
- Weekly construction meetings (to be attended by RPR)
- Contractor walk-through, final inspection, and demonstrations

Task 10.3 Deliverables

- Quarterly record drawing package (pdf and AutoCAD files)
- Final record drawing package (pdf and AutoCAD files)
- Onsite logs during production well construction and development management period

Task 10.3 Assumptions

- Quarterly record drawing updates will be done on drawings with significant changes from the original contract documents.

- Level of effort for record drawing updates is an estimate, actual level of effort required is not known.
- 14 month construction duration
- Equipment and materials will be the same at all well sites and shop drawings and submittals will be applicable to all well sites
- 5 Change Order requests from contractor will be evaluated
- At least 6 copies of O&M manuals will be supplied by contractor for all equipment to be included in O&M manuals.
- 4 SCADA screens per well site are assumed for programming.

SERVICES NOT INCLUDED

The following services or facilities are not provided as part of the proposed scope of work.

- Planning and design work or preparation of contract change orders resulting from the identification of any contaminated soils, underground tanks, or archaeological artifacts.
- Biological field surveys, archeologist services, and any other specialized environmental monitors needed to satisfy the environmental mitigation requirements described in the EIR.
- Analysis and reporting required for the Drinking Water Source Assessment and Protection Program assessment.
- Legal descriptions, plat map, title reports, record of survey, appraisals or similar activities.
- Field verification of existing underground utilities using exploratory potholing or by electronic instrumentation.
- Acoustical investigation.
- Radio path studies or design of intermediate repeaters required to allow the site to communicate with the existing SCADA system.
- Project close-out negotiations with the contractor and verification that all payments and liens releases have been completed.
- Construction report, which includes summary of the project costs, project schedule variances, discussion of construction challenges, and discussion successes and recommended improvements.
- One-year warranty period inspection.
- Construction Management Services for the Pump Stations.

Additional Optional Services:

The following services are not included in our base scope but can be added at the City's direction.

- Public outreach assistance
- Design phase potholing
- Geochemical investigations and modeling

CITY STAFF ASSISTANCE

City staff is expected to provide the following services:

- Attend all design review meetings, construction meetings, and conference calls. Coordinate with interested City departments for attendance as required.
- Distribute and provide review of work products by City staff. Resolve conflicts and discrepancies in staff comments.
- Provide design review and selection of equipment to be installed at the well sites.
- Participate in development of a strategic plan for the implementation of a public outreach program, and attend meetings with the project team to discuss issues, concerns, opportunities, and challenges. Attend and provide meeting facilities for up to five stakeholder interviews with key opinion leaders.
- As the designated well permitting agency, provide staff to observe and inspect well sealing.

COST

Cost for this scope of services is detailed in the attached budget table, Attachment A. Costs will be billed on a monthly basis on a time and materials not-to-exceed basis. Hourly rates are as shown in the attached Fee Schedule, Attachment B, and are subject to annual adjustments. The City's project manager may approve by email subsequent reallocation between tasks within the authorized budget.

SCHEDULE

The schedule of completion for the work described in this base scope of services is approximately 36 months from receipt of Notice to Proceed. Optional scope schedule is based on timing of possible funding, and has been assumed to start within 12 months of Phase 2 WIFIA Application submission.

EXHIBIT “B”

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$196.00
Professional	239.00
Project Professional	284.00
Lead Project Professional	305.00
Senior Professional	327.00
Technicians	
Technicians	148.00
Senior Technicians	206.00
Support Staff	
Document Processing / Clerical	130.00
Project Equipment Communication Expense (PECE) Per DL Hour	13.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2020	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%

This fee schedule is subject to annual revisions due to labor adjustments.

CITY OF ROSEVILLE
ASR WELL & PUMP STATION PROJECT
ATTACHMENT A - FEE PROPOSAL

			Carollo Engineers, Inc.																			
			PIC	Advisor	PM	PE	Str/Arch Lead	Str. PE	Staff Eng.	Elec	IC	SCADA	HVAC	Asset Mgmt	Sr. CAD Tech	CAD Tech	Doc. Process.	Total Hours	Labor Cost	PECE ¹	Expenses	Carollo Subtotal
			Hann	Siebert	Cleveland	Ducker	Dadik/Hollenb augh	Harding	Robertson	Bahneman	Robinson	Moore	Green	James	Tech	Tech	Process.					
Task	Task Description		\$284	\$327	\$327	\$284	\$305	\$239	\$196	\$284	\$284	\$284	\$273	\$305	\$206	\$148	\$130			\$13		
1	Project Coordination																					
	1.1	Project Management	30		240	24	-	-	-	-	-	-	-	-	-	-	36	330	\$ 98,496	\$ 4,290	\$ -	
	1.2	Meetings	20	-	95	119	22	12	114	34	34	4	16	-	-	-	12	482	\$ 128,839	\$ 6,266	\$ 2,000	
		Kickoff Meeting	2	-	4	8	-	-	8	-	-	-	-	-	-	-	2	24	\$ 5,976	\$ 312	\$ -	\$ 6,288
		Test Well Cordination Meeting	-	-	12	4	-	-	4	-	-	-	-	-	-	-	-	20	\$ 5,844	\$ 260	\$ -	\$ 6,104
		Misc Meetings Throughout Project	-	-	15	15	-	-	30	-	-	-	-	-	-	-	-	60	\$ 15,045	\$ 780	\$ -	\$ 15,825
		30% Design CAMP®	4	-	16	16	8	-	16	8	8	-	4	-	-	-	2	82	\$ 22,384	\$ 1,066	\$ 500	\$ 23,950
		30% Design Review Meeting	2	-	4	4	2	-	8	2	2	-	-	-	-	-	2	26	\$ 6,586	\$ 338	\$ -	\$ 6,924
		PDR Review Meeting	2	-	4	4	2	-	4	2	2	-	-	-	-	-	2	22	\$ 5,802	\$ 286	\$ -	\$ 6,088
		60% Review Meeting	2	-	4	8	2	-	4	2	2	-	-	-	-	-	2	26	\$ 6,938	\$ 338	\$ -	\$ 7,276
		PDR AND 60% CAMPS	8	-	-	48	8	12	40	20	20	4	12	-	-	-	2	174	\$ 45,084	\$ 2,262	\$ 1,000	\$ 48,346
		Neighborhood and Council Meetings			36	12												48	\$ 15,180	\$ 624	\$ 500	\$ 16,304
	1.3	Quality Control/Quality Assurance	16	80		-	-	-	-	-	-	-	-	-	16	-	-	112	\$ 34,000	\$ 1,456	\$ -	
	TASK 1 TOTAL		66	80	335	143	22	12	114	34	34	4	16	-	16	-	48	924	\$ 261,335	\$ 12,012	2,000	\$ 275,347
2	Field Work																					
	2.1	Data Collection	-	-	8	16	-	-	24	-	-	-	-	-	-	-	-	48	\$ 11,864	\$ 624	\$ 500	
	2.2	Survey & Mapping	-	-	1	6	-	-	18	-	-	-	-	-	-	-	-	25	\$ 5,559	\$ 325	\$ 250	
	2.3	Geotechnical	-	-	1	12	12	-	-	-	-	-	-	-	-	-	-	25	\$ 7,395	\$ 325	\$ 250	
	2.4	Test Well Coordination	-	-	2	4	-	-	-	-	-	-	-	-	-	-	-	6	\$ 1,790	\$ 78	\$ -	
	TASK 2 TOTAL		-	-	12	38	12	-	42	-	-	-	-	-	-	-	-	104	\$ 26,608	\$ 1,352	\$ 1,000	\$ 28,960
3	Preliminary Design																					
	3.1	30% Design	12	-	16	40	12	40	80	60	60	-	16	-	100	100	40	576	\$ 127,948	\$ 7,488	\$ -	
	TASK 3 TOTAL		12	-	16	40	12	40	80	60	60	-	16	-	100	100	40	576	\$ 127,948	\$ 7,488	\$ -	\$ 135,436
4	Preliminary Design Report																					
	4.1	Well Design	-	-	4	18	-	-	6	-	-	-	-	-	-	-	30	58	\$ 11,496	\$ 754	\$ -	
	4.2	Site Layout	-	-	12	12	-	-	60	-	-	-	-	-	-	-	-	84	\$ 19,092	\$ 1,092	\$ 500	
	4.3	Arch, Mech, Structural	-	-	2	12	16	18	18	-	-	-	18	-	-	-	-	84	\$ 21,686	\$ 1,092	\$ -	
	4.4	Noise Reduction Facilities	-	-	1	-	-	-	8	-	-	-	8	-	-	-	-	17	\$ 4,079	\$ 221	\$ -	
	4.5	Pump Station Design	-	-	2	16	-	-	18	-	-	-	-	-	-	-	-	36	\$ 8,726	\$ 468	\$ -	
	4.6	Security	-	-	1	4	-	-	6	-	16	-	-	-	-	-	-	27	\$ 7,183	\$ 351	\$ -	
	4.7	Electrical & I&C	-	-	2	4	-	-	6	24	24	-	-	-	-	-	-	60	\$ 16,598	\$ 780	\$ -	
	4.8	SCADA	-	-	1	4	-	-	4	-	-	8	-	-	-	-	-	17	\$ 4,519	\$ 221	\$ -	
	TASK 4 TOTAL		-	-	25	70	16	18	126	24	40	8	26	-	-	-	30	383	\$ 93,379	\$ 4,979	\$ 500	\$ 98,858
5	Construction Documents																					
	5.1	60% PS&E	24	-	48	80	60	80	160	120	120	-	32	-	200	200	80	1,204	\$ 272,108	\$ 15,652	\$ -	
	5.2	Final PS&E	24	-	48	80	60	80	160	120	120	-	32	-	200	200	100	1,224	\$ 274,708	\$ 15,912	\$ 3,000	
	TASK 5 TOTAL		48	-	96	160	120	160	320	240	240	-	64	-	400	400	180	2,428	\$ 546,816	\$ 31,564	\$ 3,000	\$ 581,380
6	Permit Assistance																					
	6.1	Permit Identification & Applications	-		12	24											12	48	\$ 12,300	\$ 624	\$ -	
	6.2	60% Docs Review Process	-		8	24			40									72	\$ 17,272	\$ 936	\$ 500	
	TASK 6 TOTAL		-	-	20	48	-	-	40	-	-	-	-	-	-	-	12	120	\$ 29,572	\$ 1,560	\$ 500	\$ 31,632
7	Constructon Contractor Selection																					
	7.1	Conduct Pre-Proposal Meeting	-	-	8	16	-	-	-	-	-	-	-	-	-	-	8	32	\$ 8,200	\$ 416	\$ 100	
	7.2	Tech Support During Proposal Period	-	-	-	8	2	16	60	12	12	-	2	-	-	60	8	180	\$ 35,748	\$ 2,340	\$ -	
	7.3	Review Bids & Prepare Recommendation	-	-	2	4	-	-	12	-	-	-	-	-	-	-	2	20	\$ 4,402	\$ 260	\$ -	
	7.4	Conduct Reference Checks	-	-	-	2	-	-	8	-	-	-	-	-	-	-	2	12	\$ 2,396	\$ 156	\$ -	
	7.5	Conformed Docs	-	-	16	24	20	-	24	16	20	-	8	-	-	80	24	232	\$ 50,220	\$ 3,016	\$ 3,000	
	TASK 7 TOTAL		-	-	26	54	22	16	104	28	32	-	10	-	-	140	44	476	\$ 100,966	\$ 6,188	\$ 3,100	\$ 110,254
8	Engineering Services During Construction																					
	8.1	Review Shop Drawings	-	-	40	60	20	100	160	100	100	-	32	-	-	-	-	612	\$ 157,016	\$ 7,956	\$ -	
	8.2	Resident Project Representative	-	-	-	600			600	-	-	-	-	-	-	-	-	1,200	\$ 288,000	\$ 15,600	\$ 12,000	
	8.3	Construction & Special Meetings	-	-	80	80		60	-	-	-	-	-	-	-	-	-	220	\$ 63,220	\$ 2,860	\$ 3,000	
	8.4	Design Clarifications	-	-	8	20	-	40	80	40	40	-	8	-	-	-	-	236	\$ 58,440	\$ 3,068	\$ -	
	8.5	Record Drawings	-	-	-	-			16	-	-	-	-	-	-	200	-	216	\$ 32,736	\$ 2,808	\$ 2,000	
	8.6	Review & Comment on O&M Manuals	-	-	-	8	-	-	24	16	16	-	-	-	-	-	-	64	\$ 16,064	\$ 832	\$ -	
	8.7	Production Well Drilling Const. Mgmt	-	-	-	12	-	-	-	-	-	-	-	-	-	-	-	12	\$ 3,408	\$ 156	\$ -	
	8.8	SCADA Support	-	-	-	-	-	-	-	-	-	60	-	-	-	-	-	60	\$ 17,040	\$ 780	\$ -	
	8.9	Asset Management	-	-	-	-	-	-	-	-	-	-	-	120	-	-	-	120	\$ 36,600	\$ 1,560	\$ -	
	TASK 8 TOTAL		-	-	128	780	20	200	880	156	156	60	40	120	-	200	-	2,740	\$ 672,524	\$ 35,620	\$ 17,000	\$ 725,144
9	Unallocated Scope																					
	9.1	Add'l 30% Design for 2 Alt Well Sites	12	-	16	40	12	40	80	60	60	-	16	-	100	100	40	576	\$ 127,948	\$ 7,488	\$ -	
	9.2	Unanticipated Construction Documents Services	-	-	-	18	-	-	36	20	20	-	-	-	-	40	20	154	\$ 32,048	\$ 2,002	\$ -	
	9.3	Unanticipated Engineering Assistance	-	-	-	600	-	-	600	-	-	-	-	-	-	-	-	1,200	\$ 288,000	\$ 15,600	\$ 12,000	
	9.4	Geotech Special Inspection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -	\$ -	
	9.5	Cycle Testing and Yr 1 Support- Base Well Sites		18	18	18												54	\$ 16,884	\$ 702	\$ 24,000	\$ 41,586
	TASK 9 TOTAL		12	18	34	676	12	40	716	80	80	-	16	-	100	140	60	1,984	\$ 464,880	\$ 25,792	\$ 36,000	\$ 526,672
BASE PROJECT TOTAL			138	98	692	2,009	236	486	2,422	622	642	72	188	120	616	980	414	9,735	\$ 2,324,028	\$ 126,555	\$ 63,100	\$ 2,513,683

CITY OF ROSEVILLE
ASR WELL & PUMP STATION PROJECT
ATTACHMENT A - FEE PROPOSAL

			Carollo Engineers, Inc.																			
			PIC	Advisor	PM	PE	Str/Arch Lead	Str. PE	Staff Eng.	Elec	IC	SCADA	HVAC	Asset Mgmt	Sr. CAD Tech	CAD Tech	Doc. Process.	Total Hours	Labor Cost	PECE ¹	Expenses	Carollo Subtotal
			Hann	Siebert	Cleveland	Ducker	Dadik/Hollenb augh	Harding	Robertson	Bahneman	Robinson	Moore	Green	James								
OPTIONAL SCOPE																						
10	Scope for 4 Well Sites Tasks 5-8,9																					
10.1	Construction Docs for 4 Add'l Wells		36		90	200	140	160	360	260	220	8	64		480	480	180	2,678	\$ 597,338	\$ 34,814	\$ 5,000	\$ 637,152
10.2	Permit Assistance for 4 Add'l Wells				12	32			32								12	88	\$ 20,844	\$ 1,144		\$ 21,988
10.3	ESDC for 4 Add'l Wells		-	100	88	740	20	180	840	140	124	60	32	120		200		2,644	\$ 652,348	\$ 34,372	\$ 24,000	\$ 710,720
TASK 10 TOTAL			36	100	190	972	160	340	1,232	400	344	68	96	120	480	680	192	5,410	\$ 1,270,530	\$ 70,330	\$ 29,000	\$ 1,369,860

Notes:

¹ Project Equipment and Communication Expense.

² Field services for test well drilling and geotechnical borings include prevailing wages and certified payroll in accordance with local, state, and federal laws.

3/3/2020

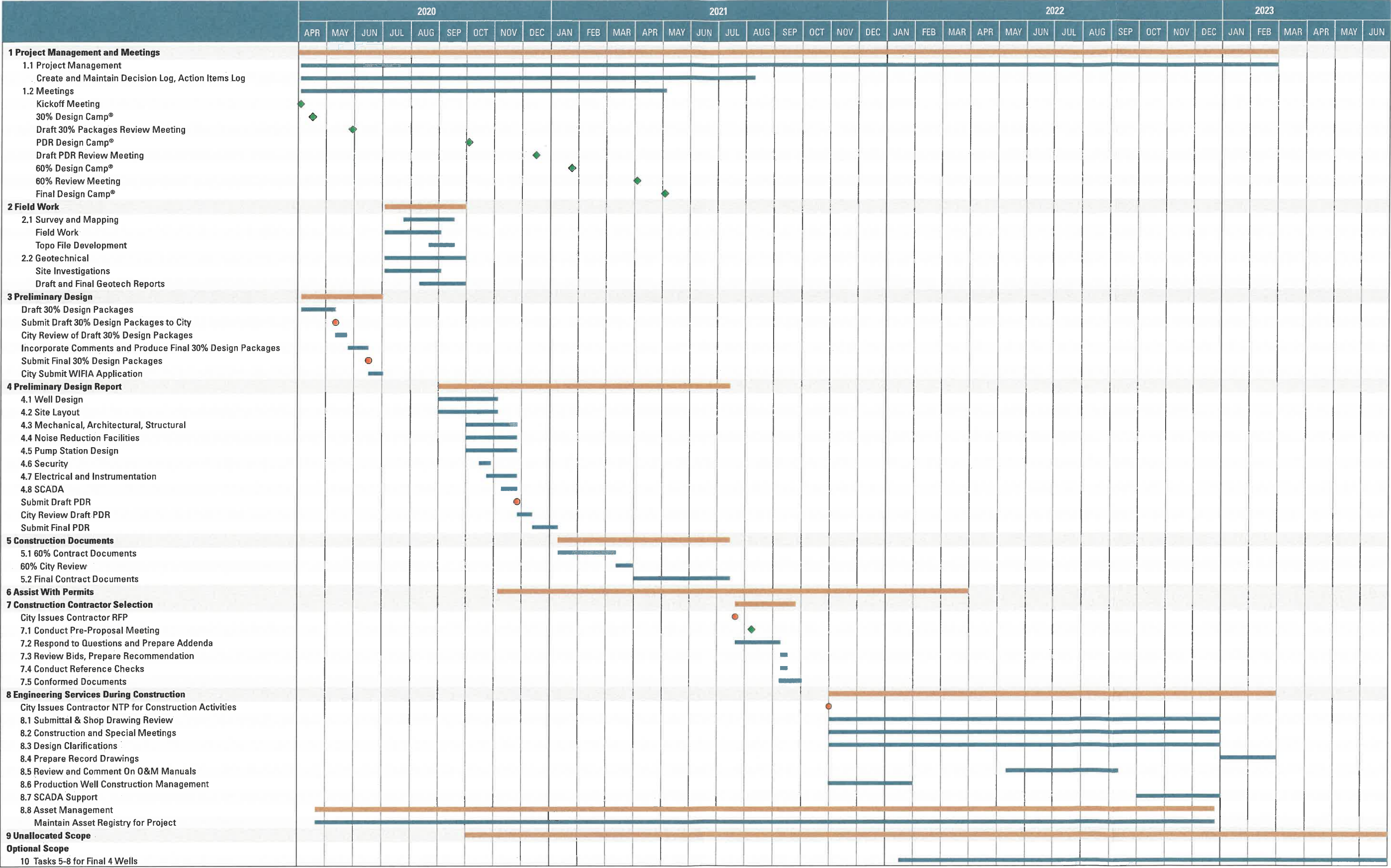
		Luhdorff and Scalmanini, Consulting Engineers									ASRS	Ewing	ENGEO	CTA	Gabel	Callander		PROJECT TOTAL	
		Principal Profess.	Superv. Profess.	Project Profess.	Staff Profess.	Clerical	Total Hours	LSCE Labor Cost	Expenses	LSCE Subtotal	Mech Design	Cost Estimating	Geotech	Site Survey	Title 24	Landscape Arch.	SUB MARKUP		
Task	Task Description	\$220	\$210	\$175	\$168	\$80													
1	Project Coordination																		
	1.1	Project Management		-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,786
	1.2	Meetings	48	36	-	-	-	84	\$ 18,120	\$ 325	\$ 18,445	4,800	-	-	-	-	\$ 4,775	\$ 2,802	\$ 167,927
		Kickoff Meeting	48	36	-	-	-	84	\$ 18,120	\$ 325	\$ 18,445	-	\$ -	\$ -	\$ -	\$ -	\$ 275	\$ 1,872	\$ 26,880
		Test Well Cordination Meeting	-	-	-	-	-	-	\$ -	\$ -	\$ -	2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280	\$ 9,184
		Misc Meetings Throughout Project	-	-	-	-	-	-	\$ -	\$ -	\$ -	2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 18,025
		30% Design CAMP@	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,950
		30% Design Review Meeting	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,924
		PDR Review Meeting	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,088
		60% Review Meeting	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 150	\$ 8,926
		PDR AND 60% CAMPS	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 300	\$ 51,646
		Neighborhood and Council Meetings	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,304
		Quality Control/Quality Assurance	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,456
		TASK 1 TOTAL	48	36	-	-	-	84	\$ 18,120	\$ 325	\$ 18,445	\$ 4,800	-	-	-	-	\$ 4,775	\$ 2,802	\$ 306,169
2	Field Work																		
	2.1	Data Collection	16	16	18	30	-	80	\$ 15,070	\$ 105	\$ 15,175	\$ 12,756	\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ 3,033	\$ 46,352
	2.2	Survey & Mapping	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,900	\$ -	\$ -	\$ 2,190	\$ 30,224
	2.3	Geotechnical	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ 9,000	\$ 106,970
	2.4	Test Well Coordination	8	-	40	-	-	48	\$ 8,760	\$ -	\$ 8,760	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,116	\$ 14,144
		TASK 2 TOTAL	24	16	58	30	-	128	\$ 23,830	\$ 105	\$ 23,935	\$ 15,156	\$ -	\$ 90,000	\$ 21,900	\$ -	\$ 2,400	\$ 15,339	\$ 197,690
3	Preliminary Design																		
	3.1	30% Design	12	8	8	16	-	44	\$ 8,408	\$ -	\$ 8,408	\$ 69,614	\$ 3,200	\$ -	\$ -		\$ 8,122	\$ 224,780	
	TASK 3 TOTAL	12	8	8	16	-	44	\$ 8,408	\$ -	\$ 8,408	\$ 69,614	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ 8,122	\$ 224,780	
4	Preliminary Design Report																		
	4.1	Well Design	104	80	52	74	-	310	\$ 61,212	\$ 210	\$ 61,422	\$ 21,744	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,317	\$ 103,733
	4.2	Site Layout	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ 240	\$ 23,324
	4.3	Arch, Mech, Structural	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,778
	4.4	Noise Reduction Facilities	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300
	4.5	Pump Station Design	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,194
	4.6	Security	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,534
	4.7	Electrical & I&C	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,378
	4.8	SCADA	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,740
	TASK 4 TOTAL	104	80	52	74	-	310	\$ 61,212	\$ 210	\$ 61,422	\$ 21,744	\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ 8,557	\$ 192,981	
5	Construction Documents																		
	5.1	60% PS&E	12	8	20	-	-	40	\$ 7,820	\$ 105	\$ 7,925	\$ 70,000	\$ 3,200	\$ -	\$ -	\$ 4,000	\$ 26,000	\$ 11,113	\$ 409,998
	5.2	Final PS&E	6	4	10	-	-	20	\$ 3,910	\$ -	\$ 3,910	\$ 70,000	\$ 1,000	\$ -	\$ -	\$ 1,500	\$ 20,000	\$ 9,641	\$ 399,671
	TASK 5 TOTAL	18	12	30	-	-	60	\$ 11,730	\$ 105	\$ 11,835	\$ 140,000	\$ 4,200	\$ -	\$ -	\$ 5,500	\$ 46,000	\$ 20,754	\$ 809,669	
6	Permit Assistance																		
	6.1	Permit Identification & Applications	8	2	30	-	-	40	\$ 7,430	\$ 210	\$ 7,640	\$ 9,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,751	\$ 32,187
	6.2	60% Docs Review Process	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,708
	TASK 6 TOTAL	8	2	30	-	-	40	\$ 7,430	\$ 210	\$ 7,640	\$ 9,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,751	\$ 50,895	
7	Constructon Contractor Selection																		
	7.1	Conduct Pre-Proposal Meeting	10	-	10	-	-	20	\$ 3,950	\$ 210	\$ 4,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 416	\$ 13,292
	7.2	Tech Support During Proposal Period	6	-	2	-	-	8	\$ 1,670	\$ -	\$ 1,670	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 1,567	\$ 55,325
	7.3	Review Bids & Prepare Recommendation	4	-	4	-	-	8	\$ 1,580	\$ -	\$ 1,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158	\$ 6,400
	7.4	Conduct Reference Checks	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,552
	7.5	Conformed Docs	24	-	-	-	-	24	\$ 5,280	\$ -	\$ 5,280	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 1,488	\$ 72,604
	TASK 7 TOTAL	44	-	16	-	-	60	\$ 12,480	\$ 210	\$ 12,690	\$ 16,600	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 3,629	\$ 150,173	
8	Engineering Services During Construction																		
	8.1	Review Shop Drawings	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 6,000	\$ 230,972
	8.2	Resident Project Representative	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,600
	8.3	Construction & Special Meetings	16	16	-	4	-	36	\$ 7,552	\$ 315	\$ 7,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 787	\$ 77,734
	8.4	Design Clarifications	8	-	8	8	-	24	\$ 4,504	\$ 105	\$ 4,609	\$ 24,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,863	\$ 93,002
	8.5	Record Drawings	6	6	10	12	-	34	\$ 6,346	\$ -	\$ 6,346	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,435	\$ 64,325
	8.6	Review & Comment on O&M Manuals	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 38,896
	8.7	Production Well Drilling Const. Mgmt	40	60	160	500	20	780	\$ 135,000	\$ 14,500	\$ 149,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,950	\$ 168,014
	8.8	SCADA Support	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,820
8.9	Asset Management	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,160	
	TASK 8 TOTAL	70	82	178	524	20	874	\$ 153,402	\$ 14,920	\$ 168,322	\$ 112,022	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 29,034	\$ 1,044,522	
9	Unallocated Scope																		
	9.1	Add'l 30% Design for 2 Alt Well Sites	8	6	-	4	-	18	\$ 3,692	\$ 210	\$ 3,902	\$ 3,800	\$ -	\$ 30,000	\$ 7,300	\$ -	\$ 2,400	\$ 4,740	\$ 187,578
	9.2	Unanticipated Construction Documents Services	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,050
	9.3	Unanticipated Engineering Assistance	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,600
	9.4	Geotech Special Inspection	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ -	\$ 21,000	\$ 231,000
	9.5	Cycle Testing and Yr 1 Support- Base Well Sites	26	13	24	460	-	523	\$ 89,930	\$ 34,000	\$ 123,930	\$ 35,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,918	\$ 216,684
	TASK 9 TOTAL	34	19	24	464	-	541	\$ 93,622	\$ 34,210	\$ 127,832	\$ 39,050	\$ -	\$ 240,000	\$ 7,300	\$ -	\$ 2,400	\$ 41,658	\$ 984,912	
BASE PROJECT TOTAL		362	255	396	1,108	20	2,141	\$ 390,234	\$ 50,295	\$ 440,529	\$ 428,858	\$ 7,400	\$ 330,000	\$ 29,200	\$ 5,500	\$ 74,975	\$ 131,646	\$ 3,961,791	



3/3/2020																						
Luhdorff and Scalmanini, Consulting Engineers										ASRS	Ewing	ENGEO	CTA	Gabel	Callander		PROJECT TOTAL					
Principal Profess.	Superv. Profess.	Project Profess.	Staff Profess.	Clerical	Total Hours	LSCE Labor Cost	Expenses	LSCE Subtotal	Mech Design	Cost Estimating	Geotech	Site Survey	Title 24	Landscape Arch.	SUB MARKUP							
OPTIONAL SCOPE																						
10 Scope for 4 Well Sites Tasks 5-8.9																						
10.1	Construction Docs for 4 Addtl Wells					12	8	20		40	\$ 7,820	\$ 34,000	\$ 41,820	\$ 252,000	\$ 1,600		\$ -					
10.2	Permit Assistance for 4 Addtl Wells					6		20		26	\$ 4,820		\$ 4,820			\$ 8,000	\$ 60,000	\$ 36,342	\$ 1,036,914			
10.3	ESDC for 4 Addtl Wells					74	130	752	1,100	40	2,096	\$ 363,180	\$ 34,000	\$ 397,180	\$ 255,204		\$ 20,000	\$ 67,238	\$ 1,450,342			
TASK 10 TOTAL						92	138	792	1,100	40	2,162	\$ 375,820	\$ 68,000	\$ 443,820	\$ 507,204	\$ 1,600	\$ -	\$ -	\$ 8,000	\$ 80,000	\$ 104,062	\$ 2,514,546

Notes:
¹ Project Equipment and Communication Expense.
² Field services for test well drilling and geotechnical boring

AQUIFER STORAGE RECOVERY WELL AND PUMP STATION PROJECT-
PROJECT SCHEDULE



ORDINANCE NO. 6203

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Aquifer Storage Recovery Well 1 Capital Improvement Project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$3,575,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT



COUNCIL COMMUNICATION

CC #: 0666

File #: 0203-12 & 0201-01

Title: Fire Department Hazardous Materials Classes/Supplies - Budget Adjustment

Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt an ordinance approving a budget adjustment for revenue in the amount of \$24,000.00, which will offset the expenses directly related to teaching the specialized hazardous materials classes, instructor costs, creating/maintaining related props and replenishing disposable supplies.

BACKGROUND

In FY2019-20, the Fire Department budgeted \$90,000 in revenue and associated expenses for specialized hazardous materials classes as part of the annual budget process. The department was able to obtain a higher than budgeted enrollment level which increased the revenue and associated expenses by \$24,000. The department is requesting a budget adjustment to recognize the revenue and increased cost of the additional students, replace and repair props, disposable supplies and other associated items.

FISCAL IMPACT

The recommended ordinance approves a budget adjustment for revenue in the amount of \$24,000, which will offset the expenses directly related to teaching the specialized hazardous materials classes, instructor costs, creating/maintaining props and replenishing disposable supplies. The recommended budget adjustment will result in no net impact to the General Fund.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6202

Budget Adjustment

ORDINANCE NO. 6202

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for hazardous materials classes/supplies, per request of the Fire Department, as listed on the attached Request for Budget Adjustment in the amount of \$24,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Kevin Cullison, Fire Captain FISCAL YEAR: 2019-2020
 PREPARER NAME & TITLE: Katrina Rostam, Administrative Analyst COUNCIL DATE (if applicable): 4/1/20
 DEPARTMENT/DIVISION: Fire Department/Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5417	48050	000000	14,934	Repair Props
1001	5005	48030	000000	9,066	Instructor Overtime
TOTAL				24,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4780	48050	000000	24,000	Class Revenue
TOTAL				24,000	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

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

Justification for Budget Adjustment:

The department is requesting a budget adjustment to recognize additional \$24,000 in revenue and \$24,000 in related expenses (\$9066 in overtime and \$14,934 in supplies) due to an higher than estimated enrollment for the hazmat classes.

 REQUESTING DEPARTMENT HEAD / DESIGNEE		REQUIRED APPROVALS: <u>3-5-2020</u> DATE BUDGET MANAGER / DESIGNEE	
 CHIEF FINANCIAL OFFICER / DESIGNEE		<u>3-6-2020</u> DATE CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0684

File #: 0400-04-15 & 0400-04-15-2 & 0400-02

Title: Second Reading - Amoruso Ranch - Rezone and Development Agreements Amendments

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

Meeting Date: 4/1/2020

Item #: 6.13.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6204 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (525.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6205 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (148.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6206 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Gina McColl, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

Description

Ordinance No. 6204

Ordinance No. 6205

Ordinance No. 6206

ORDINANCE NO. 6204

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (525.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoroso, Successor Trustee of the Amoroso Family Living Trust Dated March 14, 2005 ("Amoroso")(collectively, "Landowner"), pertaining to property located within the Amoroso Ranch Specific Plan area (525.7 acres).

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered an Addendum to the Amoroso Ranch Specific Plan Environmental Impact Report (EIR) certified on June 15, 2016, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Amoroso Ranch Specific Plan;
2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville, Brookfield Sunset LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoroso, Successor Trustee of the Amoroso Family Living Trust, Dated March 14,

2005, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20_, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6205

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 15, 2005 RELATIVE TO THE AMORUSO SPECIFIC PLAN (148.7 ACES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoroso, Successor Trustee of the Amoroso Family Living Trust Dated March 14, 2005 ("Amoroso")(collectively, "Landowner"), pertaining to property located within the Amoroso Ranch Specific Plan area (148.7 acres).

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered an Addendum to the Amoroso Ranch Specific Plan Environmental Impact Report (EIR) certified on June 15, 2016, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Amoroso Ranch Specific Plan;
2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville, Brookfield Sunset LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoroso, Successor Trustee of the Amoroso Family Living Trust, Dated March 14,

2005, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20_, by the following vote on rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6206

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel AR-1, AR-2, and AR-3 of the Amoruso Ranch Specific Plan in the City of Roseville, as shown and so designated in Exhibit “B,” attached and incorporated herein by reference, is hereby rezoned from Single Family Residential (R1) to Small Lot Residential (RS).

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

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 #: 0685

File #: 0400-04-09 & 0400-02

Title: Second Reading - West Roseville Specific Plan Parcels F-71 and F-66 - Rezone and Development Agreement Amendments

Contact: Charity Gold 916-774-5247 cgold@roseville.ca.us

Meeting Date: 4/1/2020

Item #: 6.14.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6207 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 6208 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING AN EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, AND ROSEVILLE SCHOOLS, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN; and ORDINANCE NO. 6209 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A NINTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC. RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Charity Gold, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

Description

Ordinance No. 6207

Ordinance No. 6208

Ordinance No. 6209

ORDINANCE NO. 6207

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 6198 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as West Roseville Specific Plan (WRSP) Parcel F-66, as shown and so designated in Exhibit “D”, which is attached hereto and incorporated herein by reference, from Public/Quasi-Public (P/QP) to Small Lot Residential/Design Standards (RS/DS).

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6208

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG THE CITY OF ROSEVILLE
AND ATC REALTY ONE, LLC, AND ROSEVILLE SCHOOLS, LLC
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into an Eighth Amendment to Development Agreement by and among the City of Roseville and ATC Realty One, LLC, and Roseville Schools, LLC relative to the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Eighth Amendment to Development Agreement, the City Council considered the Addendum to the West Roseville Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Eighth Amendment to Development Agreement, and makes the following findings:

1. The Eighth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan Amendment;
2. The Eighth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Eighth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Eighth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Eighth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Eighth Amendment to the Development Agreement, by and among the City of Roseville and ATC Realty One, LLC, and Roseville Schools, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

ORDINANCE NO. 6209

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A NINTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG THE CITY OF ROSEVILLE AND
JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST
ROSEVILLE DEVELOPMENT COMPANY, INC.
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Ninth Amendment to Development Agreement by and among the City of Roseville and Jen California 15 LLC, Taylor Morrison of California, LLC, and West Roseville Development Company, Inc. relative to the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Ninth Amendment to Development Agreement, the City Council considered the Addendum to the West Roseville Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Ninth Amendment to Development Agreement, and makes the following findings:

1. The Ninth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan Amendment;
2. The Ninth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Ninth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Ninth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Ninth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Ninth Amendment to the Development Agreement, by and among the City of Roseville and Jen California 15 LLC, Taylor Morrison of California, LLC, and West Roseville

Development Company, Inc., a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0682
File #: 0102-06

Title: Proclamation - Building Safety Month
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Proclaim the month of May 2020 as Building Safety Month and encourage citizens to join with their communities in participation of Building Safety Month activities.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Building Safety Month

CITY OF ROSEVILLE



BUILDING SAFETY MONTH

May 2020

WHEREAS, the City of Roseville is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardian – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry – who work year-round to ensure the safe construction of buildings; and

WHEREAS, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety- our local code officials- who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and

WHEREAS, "Safer Buildings Safer Communities, Safer World." the theme for Building Safety Month 2020, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention, disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **May 2020** as **BUILDING SAFETY MONTH** and encourage citizens to join with their communities in participation of Building Safety Month activities.

SIGNED this 1st day of April 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0683
File #: 0102-06

Title: Proclamation - Sexual Assault Awareness Month
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 4/1/2020
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Proclaim the month of April 2020 as Sexual Assault Awareness Month and support Stand up Placer in their efforts to protect vulnerable members of our community.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Sexual Assault Awareness Month

CITY OF ROSEVILLE



SEXUAL ASSAULT AWARENESS MONTH

April 2020

WHEREAS, the crimes of rape and other forms of sexual assault violate an individual's dignity, privacy, security, and humanity; and

WHEREAS, every two minutes, someone in America is sexually assaulted; and

WHEREAS, 1-in-5 women and 1 in 71 men are sexually assaulted during their lifetime; and

WHEREAS, Sexual Assault Awareness Month calls attention to widespread misconceptions and misinformation about sexual assault that historically blamed survivors for their assault, perpetuated these crimes, and caused victims/survivors to be re-victimized; and

WHEREAS, compelling evidence shows that with education, we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, survivors should receive compassion, medical and legal options and services, emotional support, and community resources to heal from the trauma they have experienced and perpetrators should be punished to the full extent of the law; and

WHEREAS, Stand Up Placer is the Rape Crisis Center for Placer County, and provided almost 24,631 services to 1,249 sexual assault victims in 2019; and

WHEREAS, efforts of Stand Up Placer to educate the community about the impacts of rape and sexual assault and encourage survivors to seek help and access resources by calling their 24-hour crisis hotline at 1-800-575-5352; and

WHEREAS, strong partnerships between local programs, state coalitions, national organizations, local law enforcement agencies, criminal and juvenile justice agencies, and victim services providers support assistance for survivors and prevention programs to reduce incidents of rape and sexual assault and increase incidents of bystander intervention; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of April 2020 as **SEXUAL ASSAULT AWARENESS MONTH** and support Stand up Placer in their efforts to protect vulnerable members of our community.

SIGNED this 1st day of April 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

