CITY OF ROSEVILLE CALIFORNIA

AGENDA

February 17, 2021

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

To help minimize the spread of COVID-19, members of the public may not attend in person, but 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 phone:

Dial in Phone Number: 916-774-5353

Members of the public who would like their comments to become part of the record for the "public comment" section at a public meeting, will need to look on the agenda for that meeting at www.roseville.ca.us/agenda and provide their comment either by phone or in person - depending on the public participation guidelines listed on that specific meeting's agenda.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the October 21, 2020 City Council Budget Workshop; the November 4, 2020 Closed Session; the November 4, 2020 City Council meeting; the November 18, 2020 City Council meeting; the December 2, 2020 City Council meeting; the December 8, 2020 City Council meeting; and the December 9, 2020 City Council Ceremonial Event/Swearing-in.

CC #: 1294

File #: 0102-03

CONTACT:Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. 116 South Grant Storefront Window Modifications (RFQ 10-3278) – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-066 APPROVING A CONTRACT PURCHASE AGREEMENT, BY

AND BETWEEN THE CITY OF ROSEVILLE AND SWIERSTOK ENTERPRISE INC. DBA PRO BUILDERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001045). Staff recommends the City Council approve a contract purchase agreement with Swierstok Enterprise Inc. dba Pro Builders for the materials and labor to complete the 116 S. Grant Storefront Window Modifications. The cost of the agreement is $358,000. Additionally, staff requests authorization for change order requests for this project up to 10% or $35,800 as a construction contingency, for a grand total of $393,800. Funding is included in the FY2020-21 Electric Fund operations budget.

CC #: 1286

File #: 0203-04

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

6.3. Citywide Voicemail System Support - Purchase Order

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a purchase order to Altura Communication Solutions, LLC for support of the citywide voicemail system. The support renewal cost of $26,072.12 is accounted for in the FY2020-21 Information Technology Operations Fund budget.

CC #: 1268

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

6.4. Citywide Phone System Support - Contract Purchase Agreement

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 21-059 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001064). This item requests approval of a contract purchase agreement with Altura Communication Solutions, LLC for support of the Citywide phone system. The support renewal cost of $150,978.60 is accounted for in the FY2020-21 Information Technology Operations Fund budget.

CC #: 1278

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

6.5. Civic Center Flooring Replacement - Contract Purchase Agreement

Memo from Project Coordinator Lori Hogan and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-063 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SHAW INDUSTRIES, INC. DBA SHAW INTEGRATED SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

(3000992). Staff recommends Council approve a contract purchase agreement with Shaw Industries, Inc. dba Shaw Integrated Solutions, utilizing Sourcewell approved contract #080819-SII for the purchase and installation of carpet at the Civic Center for the amount of $267,357.71. Funding for this project is included in the Facility Rehabilitation Fund FY2019-20 (carried forward) and FY2020-21 budgets.

CC #: 1283

File #: 0203-04

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Resolutions

6.6. 2021 Citywide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending the City Council adopt RESOLUTION NO. 21-070 REPEALING RESOLUTION 17-525, AND ESTABLISHING A 2021 CITYWIDE RECORDS RETENTION SCHEDULE. California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by resolution and written consent of the City Attorney. In 2017, the Citywide Records Retention Schedule was significantly and comprehensively updated to improve identification of types of records and changes in how some records are now processed, eliminating redundancy and clerical errors. This year's updates are routine in nature. Maintaining a records retention schedule which allows for the destruction of specified types of documents after a certain period of time will likely result in unspecified reductions to document storage and retrieval costs.

CC #: 1293

File #: 0504-01

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

6.7. Solar Installation Project – Community Development Block Grant Agreement Amendment

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-065 APPROVING A SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting a Second Amendment to the agreement between Advocates for Mentally Ill Housing (AMIH) and the City of Roseville for the AMIH Main Street Solar project funded by the Community Development Block Grant. The Amendment extends the project completion deadline from the original agreement to June 30, 2021. The project is funded through the Community Development Block Grant in the amount of $85,000. This action will not increase this amount. There is no impact to the General Fund.

CC #: 1285

File #: 0113-02 & 0709

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

6.8. 2019 Power Content Label Reports

Memo from Electric Resources Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION 21-050 APPROVING SUBMISSION OF THE 2019 ANNUAL POWER CONTENT LABEL REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. The 2019 Power Content Label Report is a state mandated report detailing Roseville Electric Utility's 2019 energy supply to its ratepayers. The veracity of the 2019 Power Source Disclosure (PSD) Reports were attested to in a resolution approved by the City Council at its July 15, 2020 meeting. The data contained in the PSD Report is subsequently used to prepare the annual Power Content Label (PCL) Report, which is mailed to Roseville's customers and posted on Roseville Electric's website. Beginning in 2019, Roseville has two electricity products: its general electricity product and its Roseville Community Solar product. This resolution approves the 2019 PCL Report submissions, serving as the attestation to the veracity of the report. There is no fiscal impact with the approval of the 2019 Power Content Label Report.

CC #: 1266

File #: 0800-03

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

6.9. Western Area Power Administration Electric Service Base Resource - Agreement

Memo from Electric Resource Analyst Brian Schinstock and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-062 APPROVING CONTRACT 20-SNR-02307 FOR ELECTRIC SERVICE BASE RESOURCE, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the 30-year Base Resource Contract between the Western Area Power Administration (WAPA) and the City. The contract provides Roseville a 4.76605% share of federal hydropower from the Base Resource portion of the Central Valley Project in exchange for a commensurate share of the costs. The direct costs associated with this contract are based on the cost to provide service from WAPA and the Bureau of Reclamation for Roseville's share of Base Resource hydropower which is estimated to be $3,500,000 per year escalating at 3% per year. This cost is budgeted in the Electric Fund's operating budget and has no impact to the City's General Fund.

CC #: 1282

File #: 0800-03

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

6.10. Western Area Power Administration Interconnected Operations - Agreement

Amendment

Memo from Electric Resource Analyst Brian Schinstock and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-061 APPROVING AMENDMENT 1 TO THE INTERCONNECTED OPERATIONS AGREEMENT 04-SNR-00848, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of Amendment 1 to Roseville's Interconnected Operations Agreement with the Western Area Power Administration (WAPA). The direct costs associated with this agreement are based on the cost for WAPA to provide these services to Roseville. The City pays for the operating services it receives from WAPA, estimated at $1,900,000 annually, from the Electric Fund's operating budget. Amendment 1 has no material effect on these costs. This item has no impact to the City's General Fund.

CC #: 1281

File #: 0800-03

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

6.11. Fiddyment Ranch Phase 2 Village 13-A1 - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-054 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch Phase 2 Village 13-A1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1273

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

6.12. Fiddyment Ranch Phase 2 Village 13-A2 - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-055 ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS

OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1274

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

6.13. Fiddyment Ranch Phase 2 Village 13-B3 - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-056 ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1275

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

6.14. Creekview Phase 1 - 3279 Westbrook Blvd. Sanitary Sewer Lift Station - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-053 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS 3279 WESTBROOK BLVD. SANITARY SEWER LIFT STATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1271

File #: 0400-04-09-1

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

6.15. Galilee Water Pipeline Installation Project - Reimbursement Agreement

Memo from Hydrogeologist Trevor Joseph and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-057 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAM ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests City Council approve the City/Developer Reimbursement Agreement with TAM Roseville, LLC, to perform public improvements at the Galilee property located at Galilee Road near the corner of Industrial Drive. The Galilee property was recently purchased by TAM Roseville, LLC for the construction of a Green Acres Nursery and Supply. The City will be reimbursed by TAM Roseville, LLC for public improvements made by the Environmental Utilities Department at the property. The public improvements are estimated at $209,000 as defined in the City/Developer Reimbursement Agreement. This item has no fiscal impact on the General Fund.

CC #: 1276

File #: 0900-02

CONTACT: Trevor Joseph 916-517-2578 tjoseph@roseville.ca.us

6.16. Westbrook - Phase 3 Village WB-20 - Notice of Completion

Memo from Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-060 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Westbrook - Phase 3 - Village WB-20 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1280

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

6.17. Sierra Vista - KT Properties 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-052 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE

SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1269

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

6.18. West Roseville Specific Plan F-72 High School Project - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-058 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WRSP-F-72 HIGH SCHOOL (PUBLIC IMPROVEMENTS IN CITY RIGHT OF WAY) PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1277

File #: 0400-04-09

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

6.19. 2021 Water Quality and Landfill Gas Monitoring and Reporting Services - Professional Services Agreement

Memo from Refuse and Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-051 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of the professional services agreement between the City and Jacobs Engineering Group, Inc. for 2021 Water Quality and Landfill Gas Monitoring and Reporting Services and other regulatory-required technical assistance. The cost of $248,887 is budgeted in the FY2020-21 Waste Services Operations fund.

CC #: 1267

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

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

6.20. Administrative Adjustment to the Fiscal Year 2020-21 Annual Budget Ordinance

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6329 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND REPLACING ORDINANCE NO. 6237, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, AND ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE. On November 3, 2020, Roseville voters approved Measure O, which raised the formal, sealed bid limit to $75,000 and eliminated the annual inflationary or deflationary adjustment to said bid limit. Elimination of Section 5 of the Fiscal Year 2020-21 budget ordinance 6237 is recommended to align the ordinance with the new bid limit set in the Charter. There is no fiscal impact.

CC #: 1270

File #: 0201 & 0201-01

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

6.21. Hazardous Materials Training Center - Agreements and Budget Adjustment

Memo from Fire Chief Rick Bartee and Assistant Fire Chief Brian Diemer recommending the City Council adopt RESOLUTION NO. 21-068 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-069 APPROVING A DONATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNION PACIFIC RAILROAD COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6337 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve the donation agreement with Union Pacific Railroad (UPRR) Company and accept the donation of capital assets valued at $36,924 related to this project. Cal OES has offered a $100,000 contract with Roseville Fire to relocate the donated tank cars to Roseville, and develop the only derailment training site in our region on City property located near the Fire Training Center. The total cost of the project will be reimbursed through the Cal OES contract and the capital asset donation from UPRR, with no impact to the General Fund. Maintenance costs will be minimal and can be absorbed by the existing Fire Department budget.

CC #: 1292

File #: 0324

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

6.22. Top Dresser and Utility Cart Purchase - Budget Adjustment

Memo from Parks, Recreation and Libraries Superintendent Brian Castelluccio

and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6333 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval for a budget adjustment from the Parks, Recreation & Libraries Department's operating budget to the Fleet Replacement Fund to cover additional expenses for the purchase of a vehicle and equipment for Park operations. The total amount of the budget adjustment is $16,500. Funding will come from the existing Parks, Recreation & Libraries Department's operating budget in the General Fund.

CC #: 1289

File #: 0203-01 & 0201-01

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

6.23. Edward Byrne Memorial Justice Assistance Program – Grant Award and Budget Adjustment

Memo from Department Public Information Officer Rob Baquera and Acting Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 21-067 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6332 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City has been allocated a grant from the U.S. Department of Justice, Office of Justice Programs. This year, the City has been allocated $15,774 which will be used towards a new part-time temporary position to support the department's crime prevention, marketing, and public outreach efforts.

CC #: 1288

File #: 0214 & 0201-01

CONTACT: Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

Ordinances (for second reading and adoption)

6.24. Second Reading - Sierra Vista Specific Plan Parcel JM-40 - Rezone and Development Agreement Amendments

ORDINANCE NO. 6334 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6335 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC (“MOURIER & BAGLEY”) RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6336 OF THE

COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & COMPUTER DEDUCTIONS") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 1291

File #: 0400-04-12 & 0400-04-12-2 & 0400-02

CONTACT: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Reports / Requests

6.25. Denio Family Park (F-54) - Master Plan Approval

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the Denio Family Park (F-54) Master Plan. This 95.5 acre city-wide park site is located in the West Roseville area off of Fiddyment Road between Blue Oaks Blvd and Hayden Parkway. The master plan proposes a design that retains the natural beauty of the park site, with half the site already designated as a preserve, containing native Oak trees and two creek tributaries. Amenities include a disc golf course, fenced off-leash dog park, restrooms, covered group picnic area and associated parking. Also included are multi-use bike trails connecting to the trail system at Blue Oaks Boulevard and at Norm Fratis Park. Development funds have been collected through the West Roseville Citywide Park Development fund. The total estimate for the construction of the entire park is approximately $5,000,000. Maintenance costs would be approximately $75,000/year. The funding source for maintenance is provided by the General Fund.

CC #: 1271

File #: 0704-01-01

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

Ceremonial Documents

6.26. Resolution - Tim Rath

Commend Tim Rath for his 19 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1290

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Washington Boulevard/Andora Bridge Widening Phase 1 (Washington Bloulevard Bikeway and Pedestrian Pathways Project) - Approval of Plans and Specifications and Authorization to Call for Bids, Claim of Local Transportation Funds, and Budget Adjustment

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-064 APPROVING A CLAIM OF LOCAL TRANSPORTATION FUNDS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6330 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests that Council approve plans and specifications for Phase 1 of the 2-phase Washington Boulevard/Andora Bridge Widening project also known as the Washington Boulevard Bikeway and Pedestrian Pathways project and authorize staff to call for bids. The construction scope of this project consists of clearing and grubbing, excavation, pedestrian and bicycle facilities construction and paving, street lighting, new and modification of traffic signals, grading, drainage, utilities, and striping. The estimated cost for the project is approximately $7,200,000 for construction, construction management, environmental permitting, and staff time. The project will be funded by an Active Transportation Program (ATP) grant, Congestion Mitigation Air Quality grant, Local Transportation Fund (LTF), and Traffic Mitigation Fund funds. The Safe Routes to School education program targets local schools in the vicinity of the project. The program promotes bicycle and pedestrian safety. The education program will be paid for with an ATP grant and LTF funds. No General Fund resources are allocated for this project.

CC #: 1284

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

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

7.2. 7400 Galilee Road Surplus Property Sale Proceeds - Budget Adjustment

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt ORDINANCE NO. 6331 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the City Council approve a budget adjustment to deposit the proceeds from the sale of surplus property at 7400 Galilee Road. The budget adjustment results in a net revenue deposit of $555,307 into the City's Strategic Improvement Fund and repayment of $1,044,840 into the Citizen's Benefit Fund. This action has no fiscal impact on the General Fund.

CC #: 1287

File #: 0209 & 0201-01

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Discretionary Funds - Family Green Survival, Inc.

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco requesting the City Council consider a request for $1,400 from Council Discretionary Funds for Family Green Survival, Inc. which would produce 700 BagOfLife meal packages, each containing 4 meal servings to feed the hungry in Roseville. There is no fiscal impact to the City's General Fund.

CC #: 1279

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

9. DEPARTMENT UPDATES

9.1. Development Services Department Update

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

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1294
File #: 0102-03

Title:	Minutes of Prior Meetings
Contact:	Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the following minutes of the Roseville City Council:

- October 21, 2020 City Council Budget Workshop
- November 4, 2020 Closed Session
- November 4, 2020 City Council meeting
- November 18, 2020 City Council meeting
- December 2, 2020 City Council meeting
- December 8, 2020 City Council meeting
- December 9, 2020 City Council Ceremonial Event/Swearing-in

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

FISCAL IMPACT

Not applicable.

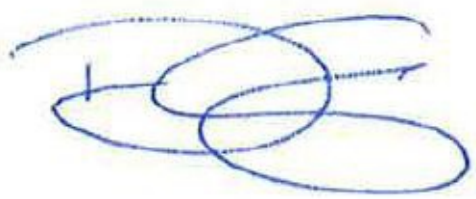
ENVIRONMENTAL REVIEW

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). The approval of minutes does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

October 21, 2020 City Council Budget Workshop

November 4, 2020 City Council Closed Session

November 4, 2020 City Council meeting

November 18, 2020 City Council meeting

December 2, 2020 City Council meeting

December 8, 2020 City Counci meeting

December 9, 2020 City Council Ceremonial Event/Swearing-In

MINUTES
October 21, 2020

CITY COUNCIL BUDGET UPDATE
5:00 p.m.
CITY COUNCIL
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

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

If you need 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.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 5:15 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

Councilmember Alvord arrived at 5:29 p.m.

3. PLEDGE OF ALLEGIANCE

Councilmember Pauline Roccucci led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. BUDGET REVIEW

5.1. City Council FY2020-21 Budget Update and Adjustments

Memo from Budget Manager Scott Pettingell and Assistant City Manager/ Chief Financial Officer Dennis Kauffman recommending the City Council receive a budget update and adopt ORDINANCE NO. 6278 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended budget adjustment appropriates available resources in the Roseville Electric, Environmental Utilities, and Fleet Management operating budgets for positions and vehicles deferred during FY2020-21 budget development. In addition, the budget adjustment addresses COVID-19 revenue impacts in the Transit and Consolidated Transportation Services Agency. The budget update and adjustment summary provides additional information regarding the recommended budget adjustments and has no impact on the City's General Fund.

CC #: 1055

File #: 0201 & 0201-01

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

City Manager Dominick Casey introduced the item.

Assistant City Manager/Chief Financial Officer Dennis Kauffman continued the presentation to the City Council.

No public comment received.

Meeting recessed at 5:50 p.m.

Meeting reconvened at 6:00 p.m.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt ORDINANCE NO. 6278 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

6. PRESENTATIONS

6.1. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

City Manager Dominick Casey made the presentation to the City Council.

Kathleen Crawford - Roseville - Requested enforcement of COVID-19 prevention protocols at restaurants and outlined COVID cases by zip code.

Ann (no last name given) - Inquired whether libraries would provide outside electricity for patrons.

Item for information only. No official action taken.

7. PUBLIC COMMENTS

Kenneth Eisenhower - Roseville - Requested dedicated bins at dog parks for toys and balls to be left in for all dogs to play with.

8. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

City Clerk Sonia Orozco announced item 8.8 6328 Phillip Road - Exclusive Right to Negotiate - was dropped from the agenda to be relisted at a future meeting.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to drop item 8.8 from the Consent Calendar and approve the remaining items as presented. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Minutes

8.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council approve the minutes of the June 1, 2020 Special Budget Workshop (canceled), the June 2, 2020 Special Budget Workshop, the June 3, 2020 Closed Session, the June 3, 2020 City Council/Housing Authority meeting, the June 17, 2020 the City Council/Finance Authority/Natural Gas Financing Authority meeting, the July 1,

2020 City Council meeting, the July 15, 2020 City Council meeting, the August 5, 2020 City Council meeting, the August 19, 2020 Closed Session/City Council meeting, the September 2, 2020 City Council/Finance Authority/Housing Authority meeting, and the September 16, 2020 City Council meeting.

CC #: 1074

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Bids / Purchases / Services

8.2. Medical Supplies - Purchase Order Extension

Memo from Fire Division Chief David Dolson and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 20-408 APPROVING A PURCHASE ORDER WITH LIFE-ASSIST, INC. to extend a purchase order for advanced life support (ALS) and basic life support medical supplies and ALS drugs from Life Assist, Inc., utilizing the Sacramento Metropolitan Fire District awarded contract FB12-01 until October 21, 2021, for the first of two one-year renewals provided by the contract. This was a competitively bid contract with an initial three-year contract period with two optional one-year renewals. The total of the purchase order will be $100,000 for the term of the contract.

CC #: 1056

File #: 0203-12

CONTACT: David Dolson 916-774-5807 ddolson@roseville.ca.us

8.3. Wastewater Climber Screens Parts and Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council authorize a sole source purchase order with SUEZ Treatment Solutions Inc. in the amount of $300,000 with funding from the Environmental Utilities Department's FY2020-21 operations budgets for Water/Wastewater. SUEZ Treatment Solutions is the original equipment manufacturer and sole provider of repair parts and replacement equipment for the wastewater climber screen units. This one-year agreement would also allow the City to extend the term an additional four (4) optional renewal years at one-year intervals for a total of five (5) years without further City Council approval, so long as City staff annually determine that continuing with the same vendor is in the City's best interest.

CC #: 1061

File #: 0203-09

CONTACT: Blaine Wiegel 916-474-9069 bwiegel@rosevill.ca.us

Resolutions

8.4. California Citizens FOR Local Control - Resolution of Support

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan MacPherson recommending the City Council adopt

RESOLUTION NO. 20-405 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE EXPRESSING SUPPORT FOR CALIFORNIA CITIZENS FOR LOCAL CONTROL AND ACTIONS TO STRENGTHEN LOCAL AUTHORITY AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES. Elected officials from California cities have formed an alliance called "California Citizens FOR Local Control" to take a stronger, unified stand against the State's legislative and regulatory efforts to weaken the authority of local governments to manage their own land use and housing decisions and they have requested participation from the City.

CC #: 1075

File #: 0102

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

8.5. Placer Parkway Phase 1 Funding Agreement

Memo from Senior Engineer Mark Johnson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-421 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY "TIER 2 FUNDING COMMITMENT AGREEMENT" TO ALLOW ADVANCE FUNDING FROM PLACER COUNTY AND THE UNITED AUBURN INDIAN COMMUNITY FOR CONSTRUCTION OF PLACER PARKWAY PHASE 1 IMPROVEMENTS, WITH PORTIONS OF THE ADVANCED FUNDING TO BE REIMBURSED FROM ONGOING COLLECTION OF SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY TIER II DEVELOPER IMPACT FEE. The South Placer Traffic Model, developed in the 1990's and used by all jurisdictions in South Placer County, requires the construction of a limited access expressway from State Route 65 in Placer County to Highway 99 in Sutter County to relieve the general plan buildout conditions of Lincoln, Rocklin, Roseville and Placer County. The proposed agreement would allow Placer County to borrow funding for the first phase of the construction from Highway 65 to Foothills Boulevard and then be reimbursed by the South Placer Regional Transportation Authority Tier 2 fee program. There is no impact to the City's General Fund.

CC #: 1069

File #: 0800-06

CONTACT: Marc Stout 916-774-5482 mstout@roseville.ca.us or
Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

8.6. Revised Flex Credit Benefit

Memo from Human Resources Director Stacey Peterson recommending the City Council authorize the City Manager to adopt RESOLUTION NO. 20-415 APPROVING A SIDE LETTER TO THE MASTER MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ROSEVILLE FIREFIGHTERS, LOCAL 1592, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-416 APPROVING A SIDE LETTER TO THE MASTER MEMORANDUM OF UNDERSTANDING FOR

EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-417 APPROVING A SIDE LETTER TO THE MASTER MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-418 APPROVING A SIDE LETTER TO THE MASTER MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-419 APPROVING AN AMENDMENT TO THE TERMS, CONDITIONS, AND UNDERSTANDINGS FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-420 APPROVING A SIDE LETTER TO THE MASTER MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of a revised Flex Credit benefit to be used for the payment of medical insurance by active employees who elect family medical coverage. This is based on a second year of significant rate increases from CalPERS for medical plan premiums. In addition, the City employer contribution for the family level is below the market median, which impacts recruitment and retention efforts. The Flex Credit benefit change will be effective January 1, 2021, and there is an estimated fiscal impact of $149,042 to the General Fund for the FY2020-21 budget, which will be covered by salary savings or the contingency budget, as needed, and an estimated $122,158 impact to the City's other funds which will be absorbed through salary savings or other cost savings in the FY2020-21 budget.

CC #: 1066

File #: 0600-04

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

8.7. MV90 Meter Data Management System - Professional Services Agreement

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-414 APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRIMARK ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This amendment will increase the agreement from $450,000 to $750,000 and extend the agreement for two additional years through November 2022. Funding is included in the Electric Utility budget for FY2020-21. Funding for future year services is contingent on City Council’s approval of the associated budget for that fiscal year.

CC #: 1064

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

8.8. 6328 Phillip Road - Exclusive Right to Negotiate

Memo from Economic Development Manager Troy Holt and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-406 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PDC SACRAMENTO LPIV, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending approval for the proposed Exclusive Right to Negotiate Agreement with PDC Sacramento LPIV, LLC for the property at 6328 Phillip Road (APN: 017-101-008). This property was declared surplus by the City Council on November 20, 2019. This parcel is underutilized and there are no identified future needs for this property.

CC #: 1053

File #: 1003

CONTACT: Troy Holt 916-746-1173 tgholt@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Dropped from the agenda to be re-listed at a later date.

8.9. On-Call Materials Testing and Special Inspection Services – Professional Services Agreement Amendment

Memo from Park Development Analyst Heather Buck and Parks, Recreation, and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-410 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval to increase the annual authorization amount from $100,000 to $125,000 for the current term ending December 31, 2020, extend the length of the final contract renewal period by six (6) months for a renewal term length of 18 months, and increase the annual authorization for the final term from $100,000 to $170,000. This will bring the contract total to $495,000 for the 4-year contract period. 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 capital improvement project budgets as approved during the fiscal year budget process.

CC #: 1058

File #: 0704

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

8.10. Sierra Vista KT Phase 1 - City/Developer Reimbursement Agreement

Memo from Principal Engineer Matthew Todd and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-412 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval a City/Developer Reimbursement Agreement between the City and Sierra Vista Communities, LLC in a total amount of $4,369,400 for the construction of public roadway improvements beyond the developer's obligations. The funding sources for reimbursement is the City's Traffic Mitigation Fund, the Sierra Vista Set Aside Traffic Mitigation Fund, and the City-County Traffic Mitigation Fund, resulting in no impact to the City's General Fund.

CC #: 1062

File #: 0400-04-12-1

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

8.11. Animal Shelter Services - Agreement Amendment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 20-404 APPROVING SECOND AMENDMENT TO ANIMAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement amendment with the Placer County Society for the Prevention of Cruelty to Animals (SPCA) for animal shelter services, increasing the cost per animal from $325 to $492, and decreasing the base animal count from 2,800 to 2,400, thus taking the animal intake portion of the Placer SPCA contract from $909,244.00 to $1,180,800 in FY2020-21 and allowing for an annual CPI increase of up to 2% through June 30, 2030, with a shore-up provision in 2025. The contract increase in the FY2020-21 budget is $270,800 and there are adequate resources in the General Fund contingency budget to cover the increase.

CC #: 1050

File #: 0323-04

CONTACT: Ryan Devore 916-746-5349 rdevore@roseville.ca.us
James Maccoun 916-774-5010 jmaccoun@roseville.ca.us

8.12. Pre-Qualification for Construction of Specific Parks and Recreation Facilities

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-411 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. In order to address concerns to more effectively and efficiently administer the construction of parks, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid park projects slated to be constructed in 2021. There is no direct fiscal impact from approving

the pre-qualification and appeals process. It is expected that the adoption of this process will help the City continue to attract better qualified bidders, resulting in the best value for the City.

CC #: 1060

File #: 0704

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

8.13. Sierra Vista Village JM-02B - Phase 2 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-413 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-02B–PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1063

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

8.14. F-94 Pocket Park - Master Plan and Park Development Agreement Approval

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the F-94 Pocket Park Master Plan; and adopt RESOLUTION NO. 20-407 APPROVING A PARK DEVELOPMENT AGREEMENT FOR F-94 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. F-94 is the pocket park located within Fiddyment Ranch phase 3 Village F 10, Phase 1, off of North Hayden Parkway near Holt Parkway. The entitlements for this village have been approved and construction of those villages are underway. The construction of the pocket parks within the West Roseville Specific Plan area is the sole responsibility of the developer. No park fee credits are applied to the project. Maintenance costs will be approximately $10,000 per year. Maintenance of the pocket parks are included in the Fiddyment Ranch Community Facilities District No. 2 (Public Services). There is no General Fund impact with this request.

CC #: 1054

File #: 0704-01-01

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

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

8.15. Staffing and Salary Changes

Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6279 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6217, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "G" TO BE EFFECTIVE OCTOBER 24, 2020, AS AN URGENCY MEASURE; and approve the citywide allocation schedule. Staff is requesting mid-year staffing changes, which include the reallocation of eight (8) positions, and the addition of 6.5 full-time equivalent allocations. In addition, staff is requesting to add the new classification of Water Quality Technician. The total impact for the remainder of FY2020-21 is $617,637 of which $417,349 is included in the current budget. The remaining impact of $200,288 has been included as part of the October City Council budget update and budget adjustments. The General Fund impact for the remainder of FY2020-21 is a savings of $2,813.

CC #: 1068

File #: 0600-01

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

Ordinances (for second reading and adoption)

8.16. Second Reading - Emergency Medical Services First Responder Fee - Municipal Code Update

ORDINANCE NO. 6280 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.27 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE, for second reading and adoption.

CC #: 1073

File #: 0324

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

Reports / Requests

8.17. Diamond Creek DC 9A Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Diamond Creek DC 9A parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will be creating 4 parcels. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1051

File #: 0400-07

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

8.18. Parcel KT-43 Parcel Map Approval

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Parcel KT-43 parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will be creating two large lots for future development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1059

File #: 0400-07

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

8.19. W-50C Neighborhood Park Master Plan - Approval

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the master plan for the W-50C Neighborhood Park. This 1.2 acre park site is located in the West Roseville area off of Westbrook Drive off of Castle Rock Way at Garland Drive. The master plan proposes a design that offers a children's play and swing area, a covered picnic area, open turf, an interior "trike track", two bocce ball courts, a half court for basketball and a perimeter walkway. Development fees have been collected through the West Roseville Neighborhood Park Development Fund. The total budget for the park, including soft costs, is $850,000. Maintenance costs would be approximately $12,960 annually. The funding source for maintenance is provided through the Westpark Community Facilities District No. 2 (Public Services).

CC #: 1065

File #: 0704-04-01

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

Ceremonial Documents

8.20. Proclamation - Extra Mile Day

Proclaim November 1, 2020 to be Extra Mile Day and urge individuals in the community to "go the extra mile" and celebrate individuals who inspire to make the world a better place.

CC #: 1067

File #: 0102-06

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

8.21. Resolution - Diane Gothier

Commend Diane Gothier for her 14 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1070

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

8.22. Resolution - Rick Corral

Commend Rick Corral for his 34 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1071

File #: 0102-10

CONTACT: Blair Hutchison 916-744-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

9. RESOLUTIONS

9.1. Grants Advisory Commission Implementation Strategy

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-409 APPROVING THE GRANTS ADVISORY COMMISSION'S RECOMMENDED IMPLEMENTATION STRATEGY OF THE COMMUNITY NEEDS ASSESSMENT RECOMMENDATIONS PREPARED BY KONÉ CONSULTING. The annual grant funding is provided from a portion of earned interest from the Citizens Benefit Trust and 100% of the REACH donations. No General Fund resources are used for the grant awards. The administrative costs for the oversight and implementation by staff are estimated to be approximately $20,000 annually and are funded by the General Fund. The proposed Implementation Strategy will provide clearer direction and create opportunities for efficiencies. Other than the existing annual administrative costs, there are no additional costs to the General Fund.

CC #: 1057

File #: 0103-34-02

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

Economic Development Director Laura Matteoli made the presentation to the City Council.

Ed Kriz, Grants Advisory Commission Chair - Spoke in support of the item.

Keith Diederich, Gathering Inn CEO - Spoke in support of the item.

The following public comment was made at 916-774-5353:

Judi Gavia, Petal Connection Founding Member - Spoke in support of the item.

Public Information Officer Brian Jacobson summarized the following comment received at publiccomment@roseville.ca.us:

Patty Neifer, Petal Connection - Spoke in support of the item.

Meeting recessed at 7:02 p.m.

Meeting reconvened at 7:08 p.m.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-409 APPROVING THE GRANTS ADVISORY COMISSION'S RECOMMENDED IMPLEMENTATION STRATEGY OF THE COMMUNITY NEEDS ASSESSMENT RECOMMENDATIONS PREPARED BY KONE CONSULTING, authorize the City Manager or his designee to implement the Strategy on behalf of the City of Roseville, authorize the Grants Advisory Commission to take all relevant and necessary actions to facilitate its implementation, and City Council consensus for staff to report back on an appropriate amount for the Council Discretionary fund. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. Digital Billboard Project - Request for City Council Direction

Memo from Development Analyst Robert Cline and Economic Development Director Laura Matteoli requesting City Council direction and guidance on the following items prior to re-releasing the Roseville Digital Billboard Project Request for Proposals (RFP): number of digital billboard signs along Interstate 80 and Highway 65, digital signs within the City along major thoroughfares and/or adjacent to Regional Commercial zone districts, additional Changeable Message Signs for advertising, Municipal Code amendments and other permitting considerations. Direction provided by City Council for the Digital Billboard Project RFP will not result in an immediate fiscal impact to the City. However, executing the Digital Billboard Project could create ongoing annual revenue for the City.

CC #: 1052

File #: 0321

CONTACT: Robert Cline 916-746-1172 racline@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Economic Development Director Laura Matteoli made the presentation to the City Council.

Economic Development Analyst Robert Cline continued the presentation to the City Council.

Public Information Officer Brian Jacobson summarized email received from publiccomment@roseville.ca.us:

Jeff Manuel - Requested clarification that privately-owned property that includes City easement or leasehold interest is not considered City-owned land.

City Attorney Bob Schmitt provided clarification.

Wendy Gerig, Roseville Chamber of Commerce - Spoke in support of all signs.

Economic Development Analyst Robert Cline continued the presentation to the City Council.

Motion by Krista Bernasconi, seconded by Scott Alvord, to approve two changeable message signs on Interstate 80 and two changeable message signs on Highway 65 and to release the Request for Proposals as soon as possible. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Nays: Roccucci

11. PUBLIC HEARING

11.1. 2020 Transportation System Capital Improvement Program and Traffic Mitigation Fee Update

Memo from Senior Engineer Mark Johnson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-402 APPROVING THE 2020 TRANSPORTATION SYSTEM CAPITAL IMPROVEMENT PROGRAM TRAFFIC MITIGATION FEE UPDATE TO BE EFFECTIVE JANUARY 4, 2021; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.44.020 AND 4.44.050 OF CHAPTER 4.44 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRAFFIC MITIGATION FEES. Staff is recommending that the City Council approve an update to the City's Capital Improvement program (CIP) and associated Traffic Mitigation Fee (TMF). The CIP/TMF is a nexus-based developer-funded mitigation fee program established to mitigate traffic impacts generated by new development. The primary purpose of this update is to add new dwelling units from the recently approved Amoruso Ranch Specific Plan into the fee program. If approved, the revised fees would become effective on January 4, 2021. There is no impact to the General Fund.

CC #: 1048

File #: 0800-06 & 0215-06

CONTACT: Marc Stout 916-774-5482 mstout@roseville.ca.us or
Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

City Engineer Marc Stout made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 20-402 APPROVING THE 2020 TRANSPORTATION SYSTEM CAPITAL IMPROVEMENT PROGRAM TRAFFIC MITIGATION FEE UPDATE TO BE EFFECTIVE JANUARY 4, 2021; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.44.020 AND 4.44.050 OF CHAPTER 4.44 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRAFFIC MITIGATION FEES. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11.2. 2020 Public Facilities Impact Fee Nexus Study Adjustments

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.52.050, 4.52.060, 4.52.070, 4.52.080 and 4.52.090, OF CHAPTER 4.52 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC FACILITIES FEES. In addition to changes in facilities required by growth, there are changes in community need and values citywide that have resulted in the recommendation to add facilities to the Public Facilities Fees (PFF) program. The proposed PFF adjustments will fund the facilities required for new development. The expected revenue from this fee by 2035 is $65.9 million. As referenced in Municipal Code 4.52.150, the fees shall be used solely to finance the facilities.

CC #: 1047

File #: 0215-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor John B. Allard II opened the public hearing

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.52,050, 4.52.060, 4.52.070, 4.52.080 AND 4.52.090,

OF CHAPTER 4.52 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC FACILITIES FEES. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11.3. Master Schedule of User and Regulatory Fees Update

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-403 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE JANUARY 4, 2021 THROUGH JUNE 30, 2021. The City's schedule of user and regulatory fees identifies fees for services and activities provided at the request of, or on behalf of, a single party as opposed to the public at large. The fee schedule is intended to be reviewed annually, with staff conducting bi-annual studies to identify the City's cost of providing fee-related services based on current labor rates and service delivery methods. The proposed fee schedule, effective January 4, 2021, through June 30, 2021, is based on the results of a user and regulatory fee study completed in March 2020. The anticipated revenue impact of the proposed changes included in the fee schedule update is $438,000 citywide. This change assumes a roughly 5% increase in revenue from the fees included in the City's fee schedule and expenditure offsets related to deposit-based billings.

CC #: 1049

File #: 0215

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor John B. Allard II opened the public hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-403 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE JANUARY 4, 2021 THROUGH JUNE 30, 2021; and authorize inflationary adjustments to fees. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

12. COUNCIL REPORTS / PUBLIC COMMENTS

Public comment received by phone call to 916-774-5353:

Laurice Wong, Third Grader - Spoke in opposition to Proposition 16.

Council Reports:

Zoom Meeting with Daisy Scouts - Vice Mayor Krista Bernasconi reported this meeting was one of the highlights of her week.

Virtual Citizens Academy - Councilmember Bruce Houdesheldt attended the three night meetings and expressed appreciation for all of the good information.

Water Forum Successor Agency - Councilmember Pauline Roccucci spoke on the agency's 20th anniversary.

Board and Commission Vacancies - Mayor John B. Allard announced there are currently many vacancies on the City's boards and commissions.

13. ADJOURNMENT

Motion by Pauline Roccucci, seconded by Scott Alvord, to adjourn the meeting at 10:09 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

AGENDA

November 4, 2020

CLOSED SESSION
4:00 p.m.
Civic Center Meeting Rooms 1 & 2
311 Vernon Street
Roseville, California
www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 4:00 p.m.

B. CLOSED SESSION SILENT ROLL CALL

Councilmember: Scott Alvord
Councilmember: Pauline Roccucci
Councilmember: John Allard
Vice Mayor: Krista Bernasconi

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

Councilmember Alvord arrived at 4:29 p.m.

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Evaluation and Conference with Designated Representative

A. Pursuant to Government Code Section 54957(b)(1): Performance evaluation of the City Manager

B. Pursuant to Government Code Section 54957.6(a): Conference with designated representative: Mary Egan Compensation/fringe benefits of unrepresented employees

CONTACT:Stacey Peterson 774-5374 slpeterson@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adjourn the meeting at 4:50 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

MINUTES
November 4, 2020

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

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

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

If you need 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.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Duncan Lowerson from Boy Scout Troop #151.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5262 dcasey@roseville.ca.us

City Manager Dominick Casey made the presentation to the City Council.

The following public comment was made at 916-774-5353:

Kathleen Crawford, Roseville - Spoke on the need to look at the upward trend metric of positive cases and the need of enforcement.

Lisa Larkin, Roseville - Spoke on the need to look at the upward trend metric of positive cases and the need of enforcement.

For information only. No action taken.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

No public comment received.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council approve the minutes of the October 7, 2020 City Council meeting.

CC #: 1106

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Bids / Purchases / Services

7.2. Wireless Network Upgrade - Contract Purchase Agreement

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-441 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000902). This item requests approval of a Contract Purchase Agreement with Presidio Networked Solutions Group, LLC to upgrade the City's wireless network including related equipment, software, services, training and support. The proposal cost of $111,449.87 will be funded through the FY2020/21 Information Technology Replacement Fund budget.

CC #: 1099

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.3. Wanish Park Play Structure Replacement - Contract Purchase Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-442 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000362); and adopt ORDINANCE NO. 6285 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a contract purchase agreement with Playpower LT Farmington, Inc. for $140,430 to remove and replace the play structure. The project was approved in FY2019-20 using funds from the Parks, Recreation & Libraries Capital Fund. The requested budget adjustment carries forward the allocated amount into the new fiscal year. Delays were incurred during the processing period due to the Shelter in Place order. Ongoing maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries Department operations budget.

CC #: 1100

File #: 0704-01 & 0201-01

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

7.4. Cisco Smartnet Network Support - Purchase Order

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a Purchase Order with ePlus for the Citywide Cisco SmartNet network product support using a competitively-bid contract via the National Association of State Procurement Officials AR233 and State of California Participating Addendum # 7-14-70-04. The annual support costs of $52,424.41 are included in the FY2020-21 Information Technology Operations Fund budget.

CC #: 1080

File #: 0203-06

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.5. On-Call Concrete Services – Contract Award

Memo from Assistant Engineer Daniel Lierly and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-433 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA NATIONAL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends award of an agreement to low bidder, Sierra National Construction, Inc. for on-call concrete services for a term of one year, with the option of four additional one-year extensions, and a not-to-exceed total of $711,469 over the first year term. The agreement will be funded by the approved budgets for various capital improvement projects. No General Fund resources will be used.

CC #: 1088

File #: 0203-13

CONTACT: Daniel Lierly 916-746-1300 delierly@roseville.ca.us

7.6. Vehicle Purchases & Public Safety Vehicle Parts and Services - Contract Purchase Agreement

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-439 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND STOMMEL INC., DBA LEHR AUTO ELECTRIC & EMERGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000925). Staff recommends Council approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for seven Ford Police Interceptor Utility Hybrids utilizing RFQ 10-3272 in the amount of $315,977; approve a contract purchase agreement with Stommel, Inc. dba LEHR Auto Electric & Emergency to provide public safety vehicle parts and services utilizing Placer County's contract# SCN103068 in the amount not to exceed $250,000; and approve a purchase order to Holt of California for one Caterpillar 430F2 Backhoe Loader utilizing Sourcewell contract# 032119-CAT in the amount of $141,610. Funding for these vehicles and the contract purchase agreement are included in the FY2020-21 Fleet Replacement Fund budget.

CC #: 1096

File #: 0203-01 & 0203-02

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

7.7. Fire Safety and Fire Related Supplies - Open Purchase Order

Memo from Fire Division Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 20-430 APPROVING AN OPEN PURCHASE ORDER FOR FIRE SAFETY AND FIRE RELATED SUPPLIES. Staff requests approval of a one-year open purchase order with two optional renewals to L.N. Curtis and Sons for fire safety and fire-related supplies, utilizing a three-year contract available through the National Purchasing Partners contract PS20015. This is a competitively bid contract. The purchase order will be issued for $150,000 for each budget year, FY2020-21, FY2021-22 and FY2022-23, with a total not-to-exceed amount of $450,000. Funding is included in the Fire Department budget for FY2020-21 with renewals pending Council approval of the budget for each additional fiscal year.

CC #: 1085

File #: 0203-13

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

7.8. Disposal and Auction Services – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-424 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J.J. KANE ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000935). Staff recommends approval of a contract purchase agreement with J.J. Kane Associates, Inc. for disposal and auction services for surplus vehicles, equipment, parts, etc. This is a revenue-generating agreement and the cost of the services are paid by the bidders. The revenue generated from the agreement is estimated to be approximately $500,000.00 annually. The portion of revenue generated by the Fleet Division will be returned to the Fleet Replacement Fund or the Electric Fund, and the portion of revenue generated by the Purchasing/Central Stores Division will be returned to the General Fund, or other funds as appropriate.

CC #: 1078

File #: 0203-02

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

7.9. Holiday Lighting and Decoration Installation - Contract Purchase Agreement

Memo from Recreation & Libraries Supervisor Dustin DiPlacito and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-423 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CHRISTMAS LIGHT PROS OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000924). Staff requests approval of a contract purchase agreement with The Christmas Light Pros of Sacramento, for holiday

lighting and decoration installation in the amount of $45,000. The cost of the program is shared among the FY2020-21 budgets of the Parks, Recreation & Libraries Department, Roseville Electric, and the Public Works Department. Staff also requests the option to execute four (4) optional one (1) year renewals without further Council approval pending Council's approval of the annual budget. The yearly not-to-exceed amount is $45,000, with a total not-to-exceed amount of $225,000 for five (5) years.

CC #: 1077

File #: 0704

CONTACT: Dustin DiPlacito 916-774-5923 ddiplacito@roseville.ca.us

Resolutions

7.10. After School Education and Safety Program - Memorandum of Understanding

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-422 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting City Council approve the Memorandum of Understanding between the City and the Roseville City School District to operate the After School Education and Safety program (ASES). The ASES program provides after school homework assistance and enrichment opportunities for up to 120 students at Cirby and 100 students at Woodbridge Elementary schools at no cost to participating families. The City is reimbursed a maximum of $250,700 to offset direct expenses to operate the after school program. This Memorandum of Understanding outlines partnership and financial reimbursement terms to operate the ASES program. There is no General Fund impact as the program is funded in the Youth Development fund.

CC #: 1076

File #: 0704 & 0705

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.11. The Gathering Inn COVID-19 Shelter-in-Place Project - Community Development Block Grant Agreement Amendment

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-438 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is a first amendment to the subrecipient agreement with The Gathering Inn funded by the Community Development Block Grant CARES ACT funding. The amendment includes additional language set forth by guidance from HUD concerning the prohibition of Duplication of Benefits from the original agreement dated August 5, 2020. Funds for this project will come out of the Community

Development Block Grant and will not impact the General Fund.

CC #: 1095

File #: 0113-02

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

7.12. Campus Oaks CO-12 - Phase 1 - Final Map and Subdivision Agreement

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-425 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE ("CITY"), AND BBC ROSEVILLE OAKS, LLC ("DEVELOPER") AND LENNAR HOMES OF CALIFORNIA, INC. ("BUILDER"), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Campus Oaks CO-12 (Phase 1) final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 15 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1079

File #: 0400-04-18-1 & 0400-07

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.13. Federico Phase 1 Village 20A - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-426 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRI POINTE HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Federico Phase 1 Village 20A final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 110 residential lots and 6 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1081

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

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

7.14. Fiddyment Ranch - Phase 3 Village F-8B - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-429 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddyment Ranch - Phase 3, Village F-8B final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map

will create 127 residential lots, 2 private landscape lots and 1 open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1084

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

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

7.15. Fiddyment Ranch Phase 3 Village F-10 Phase 1 - Final Map and Subdivision Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-427 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddyment Ranch Phase 3 Village 10 Phase 1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 207 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1082

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

CONTACT: David Samuelson 916-774-5442 dsamuelson@roseville.ca.us

7.16. Fiddyment Ranch - Phase 3 Village F-11B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-428 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddyment Ranch - Phase 3, Village F-11B final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 152 residential lots and 6 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1083

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

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

7.17. Westbrook Phase 3 Villages WB-22 and WB-23 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-440 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRI POINTE HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 3, Villages

WB-22 & WB-23 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 103 residential lots and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1098

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

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

7.18. Northwest Roseville Specific Plan Parcel 27 - Workout and Settlement Agreement Amendment

Memo from Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-432 AUTHORIZING THE SIXTH AMENDMENT TO THE WORKOUT AND SETTLEMENT AGREEMENT REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS LEVIED UPON NWRSP PARCEL 27. Staff requests approval of the Sixth Amendment to the Workout and Settlement Agreement with CC Drive, LLC, regarding delinquent special taxes and special assessments levied upon Northwest Roseville Specific Plan Parcel 27. The original agreement was designed to cure the tax defaulted status of this parcel, which is located in the Northwest Roseville Community Facilities District No. 1. The purpose of the proposed sixth amendment is to provide the landowner with additional time to make a lump sum payment of back taxes owed on the property by extending the payment due date from December 10, 2020 to December 10, 2022. The agreement will delay payment of back taxes for Parcel 27A but will not negatively impact bond payments nor increase special taxes for other properties located within the same district. This item has no General Fund impact.

CC #: 1087

File #: 0210

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

7.19. Pleasant Grove Wastewater Treatment Plant Ultraviolet Disinfection System Addition – Professional Design Services Agreement

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-434 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. This item requests approval of a professional design services agreement with Carollo Engineers for the Pleasant Grove Wastewater Treatment Plant Ultraviolet Disinfection System Addition in the amount of $460,552. Funding for this agreement is covered under the capital improvement projects for the South Placer Wastewater Authority (SPWA) and will be jointly funded between Roseville and the other SPWA Regional Partners (i.e. Placer County and South Placer Municipal Utilities District).

CC #: 1089

File #: 0900-02-02-2

CONTACT: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

7.20. Sierra Vista Specific Plan Temporary Lift Station - Deferred Improvement Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-435 APPROVING A DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the approval and execution of a Deferred Improvement Agreement between the City and Sierra Vista Communities, LLC, for the construction of public improvements associated with the temporary sewer lift station on Sierra Village Dr. The deferred improvements are secured with a bond, in the amount of $1,241,278.50, and will be paid for by the developer at a future time. This item will have no impact to the City's General Fund.

CC #: 1090

File #: 1007

CONTACT: David Samuelson 916-774-5442 dsamuelson@roseville.ca.us

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

7.21. Washington Boulevard and All America City Boulevard Roundabout Project - Budget Adjustment

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending Council adopt ORDINANCE NO. 6284 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends a budget adjustment appropriating funds from the Highway Users Tax Fund to fund additional design services and staff time for the design of a multilane roundabout at the intersection of Washington Boulevard and All America City Boulevard. The total amount of the budget adjustment is $125,000. No General Fund resources will be used on this project.

CC #: 1097

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

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

7.22. Classification Studies Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6286 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6216, THE SALARY ORDINANCE FOR MANAGEMENT

EMPLOYEES, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE NOVEMBER 7, 2020, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6287 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6279, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE NOVEMBER 7, 2020, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6288 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. A recent job classification analysis of the utility billing operation classifications and a select group of analyst classifications recommends job specification updates for all classifications studied, deletion of three (3) classifications, ten (10) classification title changes, addition of twelve (12) new classifications, the addition of one (1) Senior Environmental Utilities Business Analyst position in the Environmental Utilities Department, and a 9.9% increase in salary for the Environmental Utilities Business Administrator to address salary compaction. The fiscal impact for the remainder of FY2020-21 budget is $165,709. The costs associated with implementing the recommendations included in this report will be shared between the Electric and Environmental Utilities Operations Funds and will not impact the General Fund.

CC #: 1102

File #: 0600-01 & 0201-01

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

7.23. Reimbursable Public Improvements - Budget Adjustment

Memo from Principal Engineer Matthew Todd and Development Services Director Mike Isom recommending the City Council adopt ORDINANCE NO. 6281 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests the approval and execution of a budget adjustment to appropriate $1,531,368 from the City-County Traffic Mitigation Fee Fund to the City's Developer Reimbursement account. The appropriation will allow the City to pay the obligated reimbursement to developers for completion of public improvements beyond the scope of their projects. This item will have no impact to the City's General Fund.

CC #: 1091

File #: 0800-06 & 0201-01

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

Ordinances (for second reading and adoption)

7.24. Second Reading - Transportation System Capital Improvement Program and Traffic Mitigation Fee Update

ORDINANCE NO. 6289 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.44.020 AND 4.44.050 OF CHAPTER 4.44 OF

TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRAFFIC MITIGATION FEES, for second reading and adoption.

CC #: 1103

File #: 0800-06 & 0215-06

CONTACT: Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

7.25. Second Reading - 2020 Public Facilities Impact Fee

ORDINANCE NO. 6290 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.52.050, 4.52.060, 4.52.070, 4.52.080 and 4.52.090, OF CHAPTER 4.52 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC FACILITIES FEES, for second reading and adoption.

CC #: 1104

File #: 0215-01

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

Ceremonial Documents

7.26. Resolution - Women's Improvement Club of Roseville

Commend the Women's Improvement Club of Roseville for their 110 year anniversary and encourage all citizens to recognize and honor the countless contributions made to the city by the volunteer members of the Women's Improvement Club of Roseville.

CC #: 1101

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

7.27. Proclamation - Small Business Saturday

Proclaim November 28, 2020 as Small Business Saturday and encourage the community to patronize small business and appreciate the value they bring to the community.

CC #: 1107

File #: 0102-06

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

8. APPEAL

8.1. Southeast Roseville Specific Plan PCL 81 - Johnson Ranch Storage - Appeal

Memo from Associate Planner Shelby Vockel and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-436 ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING

THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE JOHNSON RANCH STORAGE PROJECT; and introduce for first reading 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; and adopt RESOLUTION NO. 20-437 DENYING THE APPEAL FROM THE SEPTEMBER 10, 2020 APPROVAL BY THE PLANNING COMMISSION, ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-FIVE CONDITIONS OF APPROVAL; ADOPTING THE THREE FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT SUBJECT TO FOUR CONDITIONS OF APPROVAL; ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE LOT LINE ADJUSTMENT SUBJECT TO NINE CONDITIONS OF APPROVAL; AND ADOPTING THE TWO FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY CONDITIONS OF APPROVAL. These actions will uphold the Planning Commission's September 10, 2020 approval of the Johnson Ranch Storage project (File # PL18-0355). The applicant requests approval of a Rezone to amend the zoning designation of Planned Development 240 (PD240) allowing a wholesale/retail plant nursery, to PD240 allowing a personal storage facility with recreational vehicle and boat storage with a Conditional Use Permit for approximately 13.49 acres, and a Rezone of approximately 0.05 acres to R1 (Single-Family Residential) on a total of 13.54 acres in the Southeast Roseville Specific Plan area. The request also includes a Conditional Use Permit to allow a personal storage facility with recreational vehicle and boat storage in the PD240 zone; a Design Review Permit to allow approximately 50,437 square feet of modular storage buildings, approximately 136,439 square feet of parking for recreational vehicle and boat storage, and a 600-square-foot modular office building, with associated site improvements such as lighting and landscaping; a Tree Permit to allow the removal of oak trees; and a Lot Line Adjustment to adjust the property boundary with adjacent property owners.

CC #: 1094

File #: 0400-04-01-1 & 0400-06-02 & 0400-02 & 0400-08

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

Mayor John B. Allard II opened the public hearing.

Planning Manager Greg Bitter introduced the item.

Associate Planner Shelby Vockel made the presentation to the City Council.

Marcus Lo Duca, respresenting applicant - Spoke in support of the item.

Susan Caffrey, Roseville - Spoke in opposition to the project and concern about impact to property values, increased crime and traffic, and decreased quality of life.

Jennifer Jones, Roseville - Concerned about deliberations process and bias.

Pam Lett, Roseville - Stated property is currently a fire hazard and in support of the project.

Noel Jones, Roseville - Spoke in opposition to the project and on concerns of safety.

Kathleen Jones, Roseville - Spoke in opposition to the project.

Leah Koukol, Roseville - Spoke in opposition to the project and that no metrics exist to measure quality of life.

Sandy Allen, Roseville - Spoke in opposition to the project and on concern of home values.

Doug Herrenschmidt, Roseville - Spoke in opposition to the project and on concerns for crime.

Rosalee O'Brien, Roseville - Spoke in opposition to the project and concerns of bright lights.

Paul Chapman, Roseville - Spoke in support of the project.

The following public comment was made at 916-774-5353:

Ellen Hatcher, Roseville - Spoke in opposition to the project and on concerns of neighborhood aesthetics.

Bob Lu, Roseville - Spoke in opposition to the project and on concerns of crime.

Ellen Peuler, Roseville - Spoke in opposition to the project and that the project does not fit the neighborhood.

Leeya Snyder, Roseville - Advised she would not have just purchased home if project had been disclosed to her by real estate agent.

Lisa Larkin, Roseville - Spoke in opposition to the project.

Grant Snyder, Roseville - Spoke in opposition to the project and questioned why neighbors have to defend themselves.

Sandy Allen, Roseville - Provided real estate sales statistics and of not being able to see a drainage plan of the project.

Department Public Information Officer Helen Dyda summarized the following comments received at publiccomment@roseville.ca.us:

Ruby Vaquez, Roseville - Spoke on concerns of site line, increased travel, safety for children, and property values.

Christina Jones, Roseville - Expressed concern of safety and well-being of residents in the area of the project.

Lisa Nollette, Roseville - Would not have purchased her property if she had known of the project.

Dennis Hinds, Roseville - Expressed concern that the project could result in decrease in property values, increase in crime, and other unforeseen issues.

Rosalie O'Brien, Roseville - Previous construction near her home resulted in adverse light and noise issues.

Susan Caffrey, Roseville - Was surprised that concerns were brought up about the homeless on the property.

Marcus LoDuca, representing applicant - Addressed issues brought up by appellants.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 20-436 ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE JOHNSON RANCH STORAGE PROJECT; and introduce for first reading 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; and adopt RESOLUTION NO. 20-437 DENYING THE APPEAL FROM THE SEPTEMBER 10, 2020 APPROVAL BY THE PLANNING COMMISSION, ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-FIVE CONDITIONS OF APPROVAL; ADOPTING THE THREE FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT SUBJECT TO FOUR CONDITIONS OF APPOVAL; ADOPTING THE FOUR FINDINGS OF FACT AND APPROVING THE LOT LINE ADJUSTMENT SUBJECT TO NINE CONDITIONS OF APPROVAL, and ADOPTING THE TWO FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY CONDITIONS OF APPROVAL. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Coronavirus Disease 2019 Response and Budget Adjustment

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6282 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended budget

adjustment will recognize $1,792,347 of federal Coronavirus Aid, Relief, and Economic Security Act revenue passed through the State in its FY2020-21 budget to reimburse the City for eligible General Fund costs and increase available resources for other City needs.

CC #: 1092

File #: 0300 & 0201-01

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt ORDINANCE NO. 6282 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9.2. Retiree Health Program and Budget Adjustment

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6283 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council receive a staff presentation on the City's June 30, 2019 Other Postemployment Benefits (OPEB, i.e. retiree health program) actuarial valuation, accept the FY2019-20 OPEB Trust Fund portfolio investment performance results, and adopt an ordinance approving a budget adjustment to reduce the City's General Fund contributions to the City's OPEB Trust Fund. After the recommended budget adjustment, the City will still be contributing the actuarially determined contribution amount pursuant to the Council-approved OPEB Funding Policy. The recommended budget adjustment will reduce the FY2020-21 General Fund contribution to the OPEB Trust Fund by $1,927,865 and increase General Fund available resources.

CC #: 1093

File #: 0600-04 & 0201-01

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the

presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt ORDINANCE NO. 6283 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10. PUBLIC HEARING

10.1. Huntington Senior Apartments Fee Deferral

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-431 APPROVING FEE DEFERRALS FOR THE HUNTINGTON SENIOR APARTMENTS. Staff requests a fee deferral of the project in the amount of $305,202 until final of building permit/building occupancy. An annual interest rate of 2.5%, prorated on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral and administrative processing fees totaling $806.49 ($783.00 processing fee and $23.49 technology fee) is to be charged to each building permit.

CC #: 1086

File #: 0215-07

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

Mayor John B. Allard II opened the public hearing.

Economic Development Director Laura Matteoli made the presentation to the City Council.

No public comment received.

Mayor John B. Allard II closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 20-431 APPROVING FEE DEFERRALS FOR THE HUNTINGTON SENIOR APARTMENTS. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

Veterans Day - Councilmember Bruce Houdesheldt announced upcoming events.

Election - Councilmember Scott Alvord congratulated members elected to the City Council.

Election - Vice Mayor Krista Bernasconi congratulated members elected to the City Council.

Election - Councilmember Pauline Roccucci congratulated members elected to the City Council.

Election- Mayor John B. Allard II congratulated members elected to the City Council.

State of the City - Mayor John B. Allard II announced the virtual event and reported program will be on the City website.

Christmas Tree Lighting - Mayor John B. Allard announced the virtual event.

12. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adjourn the meeting at 9:17 p.m.. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

MINUTES
November 18, 2020

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

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

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

If you need 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.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

Vice Mayor Krista Bernasconi led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Resolution - Placer Food Bank

Commend the Placer Food Bank for their 50th anniversary and encourage all citizens to recognize and honor the countless contributions made to the City by the Placer Food Bank.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Mayor John B. Allard II presented the resolution to Dave Martinez - Executive Director of the Placer Food Bank, who responded.

5.2. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

City Manager Dominick Casey made the presentation to the City Council.

The following public comment was made at 916-774-5353:

Kathleen Crawford - Roseville - Requested the City be more vigilant in its enforcement.

Lisa Larkin, Roseville - Spoke on City enforcement of businesses not complying with State guidelines.

Deputy City Manager Megan MacPherson summarized comments received at publiccomment@roseville.ca.us:

Kimberly Shannon - Inquired why City Manager was not wearing mask during his presentation.

6. PUBLIC COMMENTS

No public comment received.

City Clerk Sonia Orozco announced the procedures for approving the Consent Calendar.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to drop item 7.29 from the Consent Calendar to be relisted on a future agenda and approve the remaining items on the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Bids / Purchases / Services

7.1. Transformer Oil Processing (RFQ 10-3265) - Contract Purchase Agreement

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-467 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SPX TRANSFORMER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000886). Staff requests approval of a contract purchase agreement with SPX Transformer Solutions, Inc. as the lowest bid received to process transformer oil at the Pleasant Grove #2 Substation. The total cost is $49,800 and funding is included in the Electric Department's FY2020-21 Capital Improvement Plan budget.

CC #: 1143

File #: 0203-07

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

7.2. Audio Visual Services - Service Agreement Amendment

Memo from Administrative Assistant Tisha Chinn recommending the City Council adopt RESOLUTION NO. 20-445 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EKC ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909066). Staff recommends approval of Amendment No. 2 to a Service Agreement with EKC Enterprises Inc., formerly known as Better Presentation Systems Inc., to provide audio visual services. The amount of the amendment is $45,000. The amendment also updates the name of the vendor to EKC Enterprises Inc. Funding for this amendment is included in the Public, Educational and Government Access Television fund approved FY2020-21 budget.

CC #: 1112

File #: 0203-06

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

7.3. Substation Steel, Connectors and Appurtenances (RFQ 10-3268) - Purchase Order

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council authorize a purchase order to Valmont Substations, LLC as the lowest responsive bidder for the purchase of Substation Steel, Connectors and Appurtenances. The cost is $54,503.38 plus sales tax of $4,224.01, for a grand total of $58,727.39. Funding is included in the Electric Department's FY2020-21 Capital Improvement Program budget.

CC #: 1142

File #: 0203-07

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

7.4. Electronic Document Management Software Replacement (RFP 12-013) - Contract Purchase Agreement

Memo from Information Technology Senior Business Systems Analyst Robin Bernhard and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-464 APPROVING A CONTRACT PURCHASE AGREEMENT AND AUTHORIZING CHANGE ORDER AUTHORITY, BY AND BETWEEN THE CITY OF ROSEVILLE AND NEKO INDUSTRIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000941). This item requests approval of a Contract Purchase Agreement with NEKO Industries Inc. to implement Hyland OnBase content & electronic document management software. The project cost of $247,200 will be funded through the FY2020-21 Information Technology Replacement fund and participating enterprise and internal service fund budgets. The current project budget is $230,000 and staff will return to Council with a budget adjustment to appropriate the remaining resources. Staff recommends that the Council also delegate authority to the Chief Information Officer to approve additional costs, not to exceed $37,080 during implementation, to cover any contingency changes in the City's information technology environment completed with NEKO Industries Inc. Staff also requests authorization to execute optional yearly renewals without further Council approval for the annual maintenance contingent on Council approval of the yearly budget. Annual software maintenance fees for year 2 through year 10 totaling $227,066 will be allocated to City departments via the Information Technology Operations fund. The total cost for the ten-year contract is $474,267.

CC #: 1134

File #: 0203-06

CONTACT: Robin Bernhard 916-774-5127 rbernhard@roseville.ca.us

7.5. 60kV Overhead ACSS Terminations (RFQ 10-3267) – Purchase Order

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve a purchase order to General Pacific, Inc. for the purchase of 60kV Overhead ACSS Terminations. The cost of the equipment is $38,820.00 plus sales tax of $3,008.55, for a grand total of $41,828.55. Funding is included in the Electric Department's FY2020-21 budget.

CC #: 1108

File #: 0203-07

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

7.6. Portable Bleachers - Sole Source Purchase Order

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council approve a sole source purchase order with B.T. Mancini Co., Inc. to upgrade the existing gymnasium bleachers at the Roseville Sports Center. The total cost of this proposal is $38,200 and funding is available in the FY2020-21 Parks, Recreation and Library Capital Projects fund budget.

CC #: 1130

File #: 0203-10

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

7.7. Personal Protective Equipment - Purchase Order

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council approve a purchase order with R.S. Hughes Co. for personal protective equipment, such as respirators, surgical-type face masks, and isolations gowns, utilizing the remaining final term expiring on November 26, 2020 of the competitively bid National Purchasing Partners Contract #VH11350. The total for the purchase contract will not exceed $55,000. Funding is included in the FY2020-21 Fire Department budget in the General Fund.

CC #: 1129

File #: 0203-12

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

7.8. Power Plant Ovation Distributed Control System - Purchase Order

Memo from Senior Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending the City Council approve a purchase order with Emerson Process Management for the procurement of control system computers for use at the Roseville Energy Park. This sole source procurement shall not exceed $24,000. Funding is included in the Electric Department's FY2020-21 Capital Improvement Program budget.

CC #: 1138

File #: 0800-03

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

7.9. Power Plant Air Compressor System Upgrade - Sole Source Contract Purchase Agreement

Memo from Power Plant Engineer Michael Zasso and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-444 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN

THE CITY OF ROSEVILLE AND CISCO AIR SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000963). This item is a contract purchase agreement with Cisco Air Systems, Incorporated, to provide and install upgraded Roseville Energy Park air compressor equipment with a not-to-exceed amount of $228,402. Funding is included in the Electric Department's FY2020-21 budget.

CC #: 1111

File #: 0203-07

CONTACT: Michael Zasso 916-746-1665 mzasso@roseville.ca.us

7.10. Holiday Lighting and Decoration - Contract Purchase Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-457 APPROVING AMENDMENT NO. 1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ROMIAS ENTERPRISES, LLC, DBA THE CHRISTMAS LIGHT PROS OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000924). Staff requests City Council approval of an amendment to an agreement with Romias Enterprises LLC dba The Christmas Light Pros of Sacramento to add funding for additional holiday lighting and decoration installation. The original Contract Purchase Agreement was for $45,000 annually and this increase of $20,000 would bring the agreement total to $65,000 annually. The additional cost is included in the Parks, Recreation & Libraries Department's FY2020-21 budget.

CC #: 1126

File #: 0704

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.11. Miscellaneous Waterworks Materials (RFQ 10-3269) - Reject All Bids

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-459 REJECTING ALL BIDS FOR THE PURCHASE OF MISCELLANEOUS WATERWORKS MATERIALS (RFQ 10-3269). The City's Municipal Code requires a legal notice inviting bids to be published in a newspaper of general circulation within the City. A legal notice inviting bids was sent to the local paper for publication but the notice did not get published. A new bid will be issued after the rejection of all bids is approved. There is no fiscal impact at this time.

CC #: 1128

File #: 0203-09 & 0203-21

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

7.12. Vehicle Purchases

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Oroville

Ford, Inc. for two Ford F550 utility body trucks for the Environmental Utilities Department utilizing RFQ 10-3274 in the amount of $256,989. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget.

CC #: 1144

File #: 0203-01

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

7.13. Pleasant Grove Substation #2 15kV Metal-clad Switchgear (RFQ 10-3266) - Contract Purchase Agreement

Memo from Buyer Babette Owens and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-460 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CROWN TECHNICAL SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000929). Staff recommends approval of a contract purchase agreement with Crown Technical Systems as the lowest bid received to design, deliver, and install a 15kV metal-clad switchgear at the Pleasant Grove #2 substation. The total cost is $967,721.22. Funding is included in the Electric Department's FY2020-21 Capital Improvement Program budget.

CC #: 1131

File #: 0203-07-01

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

Resolutions

7.14. Sierra Vista Village JM - 03B Phase 2 - Notice of Completion

Memo from Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-466 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-03B – PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1139

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

7.15. Employee Classification & Compensation Analysis - Professional Services

Agreement

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 20-450 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRYCE CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a Professional Services Agreement with Bryce Consulting, Inc. for employee classification and compensation analysis Citywide. Total compensation shall not exceed $50,000 and the cost is budgeted in the FY2020-21 Human Resources Department budget.

CC #: 1119

File #: 0600

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

7.16. Green Zone Nominations

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-456 ADOPTING THE DOWNTOWN SPECIFIC PLAN, ATLANTIC STREET CORRIDOR, DOUGLAS-HARDING CORRIDOR, AND DOUGLAS-SUNRISE CORRIDOR AS GREEN ZONES AND AUTHORIZING THE CITY MANAGER TO PROPOSE AMENDMENTS TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS EXECUTIVE DIRECTOR FOR GREEN ZONES NAMED HEREIN. Staff is requesting Council adopt the following named areas as Green Zones: Downtown Specific Plan, Atlantic Street Corridor, Douglas-Harding Corridor, and Douglas-Sunrise Corridor. Adoption of the Green Zones recognizes that these are within infill areas, areas planned for growth or being considered for growth through local planning work, and are areas supported by local policies or actions that support redevelopment. Green Zone adoption does not commit the City to any specific project or future action; Green Zone adoption makes these areas eligible for future funding opportunities. There is no General Fund impact as a result of this action.

CC #: 1124

File #: 0800-06

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

7.17. Electric Generation - Owner's Engineer Services - On-Call Professional Design Service Agreement

Memo from Senior Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-449 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IEC CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an on-call professional design service agreement with IEC Corporation for engineering support services for the City's power plants. The cost of the

services will not exceed $1,250,000 over a five-year period. Funding for the first year of the agreement is included in the Electric Department's FY2020-21 budget. Future year spending is subject to approval of future year budgets.

CC #: 1117

File #: 0800-03

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

7.18. Electric Generation - Owner's Engineer Services - On-Call Professional Design Services Agreement

Memo from Senior Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending the City Clerk adopt RESOLUTION NO. 20-448 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NV5, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an on-call professional design service agreement with NV5, Inc. for engineering support services at Roseville's power plants. The cost of the services will not exceed $500,000 over a five-year period. Funding for the first year of the agreement is included in the Electric Department's FY2020-21 budget. Future year spending is subject to approval of future year budgets.

CC #: 1116

File #: 0800-04

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

7.19. 6328 Phillip Road - Exclusive Right to Negotiate

Memo from Economic Development Manager Troy Holt and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-443 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PDC SACRAMENTO LPIV, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending approval for the proposed Exclusive Right to Negotiate Agreement with PDC Sacramento LPIV, LLC for the property at 6328 Phillip Road (APN: 017-101-008). This property was declared surplus by the City Council on November 20, 2019. This parcel is underutilized and there are no identified future City needs for this property. The process associated with the Exclusive Right to Negotiate has no impact on the General Fund.

CC #: 1053

File #: 1109

CONTACT: Troy Holt 916-746-1173 tgholt@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.20. HOUSING AUTHORITY - Update to Housing Authority Officers Positions and Titles

Memo from Management Analyst Melissa Hagan and Economic Development

Director Laura Matteoli recommending the City Council, acting as the Housing Authority, adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-20 UPDATING DESIGNATED POSITIONS AND TITLES FOR THE HOUSING AUTHORITY OFFICERS. The requested resolution reflects new employees and titles. There is no cost associated with this request. This item has no impact to the City's General Fund.

CC #: 1135

File #: 0103-03-02

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

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

7.21. Electric New Services - Budget Adjustment

Memo from Electric Utility Financial Administrator Eric Campbell and Electric Utility Director Michelle Bertolino recommending the City Council adopt ORDINANCE NO. 6293 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests a budget adjustment in the amount of $4,000,000 allowing Electric Utility staff to continue providing infrastructure installation services for developers through the remainder of FY2020-21. New development has been stronger than anticipated this fiscal year, and the budget adjustment will increase the budget for expenses and revenues. There is no net fiscal impact since the additional New Services Annual project costs are offset by the developer reimbursed revenues.

CC #: 1118

File #: 0800-03 & 0201-01

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

7.22. Staffing Position and Title Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6301 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6286, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX “L” TO BE EFFECTIVE NOVEMBER 21, 2020, AS AN URGENCY MEASURE. Staff is recommending that the City Council approve the Citywide position allocation schedule reflecting the addition of one Senior Payroll Technician. In addition, staff requests that Council approve the A & B Management salary schedules to reflect the retitle of the Controller to Accounting Manager with a 5% salary decrease. The total impact to the General Fund for the remainder of FY2020-21 is $50,769. This cost can be absorbed in the Finance budget due to salary savings.

CC #: 1141

File #: 0600-01

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

7.23. Wastewater Regional Rehabilitation Fund - Budget Adjustment

Memo from Environmental Utilities Business Administrator Janet Vargas and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6300 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the City Council approve a budget adjustment to establish funding for a new enterprise fund, the Wastewater Regional Rehabilitation Fund, by transferring $3,000,000 from the existing Wastewater Rehabilitation fund.

CC #: 1136

File #: 0800-02 & 0201-01

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

7.24. Independent Scientific Advisory Panel Services – Professional Services Agreement and Budget Adjustment

Memo from Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-458 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE NATIONAL WATER RESEARCH INSTITUTE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6297 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests that the City Council approve a professional services agreement with the National Water Research Institute to provide independent scientific advisory panel services as part of the Pure Water Roseville project in the amount of $119,230 and approve a budget adjustment to fund this professional services agreement using the available resources in the Wastewater Rehabilitation fund.

CC #: 1127

File #: 0800-02 & 0201-01

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.25. Pleasant Grove Wastewater Treatment Plant Tertiary Filtration Replacement Project – Professional Design Services Agreement and Budget Adjustment

Memo from Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-461 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. 6298 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY

EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests that the City Council approve a professional design services agreement in the amount of $686,000 with Carollo Engineers, Inc. for the Pleasant Grove Wastewater Treatment Plant Tertiary Filtration Replacement project and approve a budget adjustment of $1,140,000 using the available resources in the Wastewater Regional Rehabilitation Fund for the professional design services agreement in the amount of $686,000, additional future design work in the amount of $439,000, and staff labor costs in the amount of $15,000.

CC #: 1132

File #: 0800-02 & 0201-01

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.26. Data Analytics and Dashboard Pilot Study – Professional Services Agreement Amendment and Budget Adjustment

Memo from Process Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-446 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6292 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This amendment includes additional professional engineering and consulting services for the Pure Water Roseville project. Total cost of this amendment is $128,144. Funding is included in the Pure Water Roseville project upon approval of a concurrent budget adjustment. This item also requests approval of a $230,844 budget adjustment for the Pure Water Roseville project using the available resources in the Wastewater Rehabilitation fund. This amount will fund the first amendment to Brown and Caldwell's professional services agreement, staff labor costs of $15,000, and the remaining $87,700 of the initial professional services agreement that was inadvertently omitted from the FY2020-21 annual budget request.

CC #: 1113

File #: 0800-02 & 0201-01

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.27. Fiscal Year 2020-21 Transportation Development Act Claim and Budget Adjustment

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-465 APPROVING AND AUTHORIZING EXECUTION OF THE 2021-21 TRANSPORTATION DEVELOPMENT ACT CLAIMS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY AND APPROVING PAYMENT TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY; and adopt ORDINANCE NO. 6303 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE

FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item would authorize submittal of the FY2020-21 Transportation Development Act claim in the amount of $7,107,612 to the Placer County Transportation Planning Agency, and would approve a budget adjustment for and authorize payment to PCTPA in the amount of $225,000 using FY2020-21 Local Transportation Funds as Roseville's fair share for the 2022 Transportation Funding Strategy Outreach.

CC #: 1146

File #: 0721 & 0201-01

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

7.28. Hillcrest Drainage Improvement Project - Budget Adjustment and Notice of Completion

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-462 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY; and adopt RESOLUTION NO. 20-463 ACCEPTING THE PUBLIC WORK KNOWN AS THE HILLCREST DRAINAGE IMPROVEMENT PROJECT (STORM DRAIN), APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6299 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval authorizing an increase in change order authority by 1.5% for a total project change order authority of 11.5% of the contract price and; acceptance of the Hillcrest Drainage Improvement project (Storm Drain Project); and approval of a budget adjustment in the amount of $450,000 to fund additional construction, construction inspection, and staff time costs through the duration of the warranty period. The project improved approximately 1 mile of undersized storm drain system. No General Fund resources were used for this project.

CC #: 1133

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

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

7.29. Washington Boulevard/Andora Bridge Widening Project Phase 1 – Agreements for Sale of Mitigation Credits and Budget Adjustment

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-468 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WILDLANDS, INC. AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-469 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; and adopt ORDINANCE NO. 6302 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve an Agreement for Sale of Mitigation Credits for riparian habitat in the amount of $120,000, and an Agreement for Sale of Mitigation Credits in the amount of $15,400 as mitigation for effects to wetland habitat due to the construction of the Washington Andora Widening Project (Phase 1: Washington Blvd Bikeway and Pedestrian Pathways Project). Staff recommends approval of a budget adjustment in the amount of $135,400 to fund the purchase of the credits. Traffic Mitigation funds and Local Transportation funds will be used to purchase the mitigation credits. No General Fund resources are being used for this project.

CC #: 1145

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

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Dropped from the agenda to be relisted at a future date.

7.30. High Definition Broadcast Upgrade - Budget Adjustment

Memo from Citywide Public Information Officer Brian Jacobson and Deputy City Manager Megan MacPherson recommending the City Council adopt ORDINANCE NO. 6296 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment of $200,000 from the Public, Education, and Government (PEG) Fund to pay for an upgrade of the Council Chambers and broadcasting control room to a high definition video signal. By federal law, the City can only use PEG funds to purchase and install equipment related to broadcasting on the City's government access channel. Approval of this project will not negatively impact the General Fund.

CC #: 1125

File #: 0708 & 0201-01

CONTACT: Brian Jacobson 916-774-5396 bjacobson@roseville.ca.us

7.31. COVID Grant Award and Budget Adjustment

Memo from Fire Chief Rick Bartee and Assistant Fire Chief Brian Diemer recommending the City Council adopt RESOLUTION NO. 20-451 ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY; and adopt ORDINANCE NO. 6294 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval to accept a $46,797.27 grant from the Federal Emergency Management

Agency Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental for personal protective equipment. The City is required to contribute 10% of the federal funds awarded ($4,679.73) for a total approved budget of $51,477 for personal protective equipment. The requested ordinance and associated budget adjustment is for $46,797 for the reimbursement and expenses. The department will be utilizing existing General Fund budget for the $4,679.73 required match contribution. There will be no additional impact to the General Fund.

CC #: 1122

File #: 0324 & 0214 & 0201-01

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

7.32. Fiscal Year 2020-21 Budget - Administrative Adjustments

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6291 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the City Council approve an administrative adjustment to the FY2020-21 budget to re-align select labor and equipment accounts in the Environmental Utilities Department's operating budget to the correct funds and centers. This recommended budget adjustment will not impact the General fund.

CC #: 1110

File #: 0201 & 0201-01

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

Ordinances (for second reading and adoption)

7.33. Second Reading - Southeast Roseville Specific Plan PCL 81 - Johnson Ranch Storage

ORDINANCE NO. 6304 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, for second reading and adoption.

CC #: 1147

File #: 0400-02

CONTACT: Shelby Vockel 917-746-1347 svockel@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Downtown Roseville Specific Plan PCL DT-4 - Belvedere Townhomes - Appeal

Memo from Associate Planner Charity Gold and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-447 DENYING THE APPEAL OF THE AUGUST 27, 2020 APPROVAL BY PLANNING COMMISION, CONSIDERING THE ADDENDUM TO THE DOWNTOWN ROSEVILLE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (EIR), ADOPTING THE TWO FINDINGS OF FACT AND APPROVING THE MINOR DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-TWO CONDITIONS OF APPROVAL; ADOPTING THE THREE FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO FIFTY-SIX CONDITIONS OF APPROVAL; AND ADOPTING THE TWO FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY CONDITIONS OF APPROVAL. These actions will uphold the Planning Commission's October 27, 2020 approval of the Belvedere Townhomes project (File # PL20-0050). The applicant requests approval of a Minor Design Review Permit, Tentative Subdivision Map, and a Tree Permit to allow construction of a market-rate, high-density multi-family residential project consisting of 18 dwelling units located on eighteen residential lots and one common lot. Two native oak trees are proposed for removal.

CC #: 1115

File #: 0400-08 & 0400-07 & 0400-06-01

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

Mayor John B. Allard II opened the Public Hearing.

Councilmember Pauline Roccucci announced she would recuse herself from hearing the appeal on the basis her husband Richard Roccucci is a board member of the Roseville Historical Society.

Planning Manager Greg Bitter introduced Associate Planner Charity Gold.

Associate Planner Charity Gold made the presentation to the City Council.

Marcus LoDuca - representing the applicant - Spoke in support and highlighted downtown housing sought and requested the City Council deny the appeal.

Alexa Roberts - President of Save Historic Belvedere Hotel - Appellant - Spoke on the Roseville Planning Commissions response to her original appeal points. Ms. Roberts spoke on the following:

1. The architectural report was completed by ECORP for the new owners and was done by an archaeologist, stating a person who studies history and prehistory through the excavation of sites and analysis or artifacts and other physical remains and an archaeologist is no someone qualified to make a determination of the condition of an historical relevance of a historical structure.
2. City's failure to prove that the Belvedere is not eligible for the California or National Register.
3. The new owner hasn't proven that restoring/reusing the Belvedere is infeasible as the plan was approved without adequate consideration of feasible alternatives.

Ms. Roberts went on to state the EIR requires preservation, on traffic impacts, that

the Historic District must be preserved, and on her findings that the developer has proposed the City approve its demolition using the Minor Design Review process which is not appropriate. Ms. Roberts spoke that in her opinion there is not substantial evidence supporting this improvement is minor in nature and it's compatible with the existing structure, and complimentary to the adjacent land uses or that it is compatible with all applicable policies within the General Plan or any applicable specific plan for the area. Ms. Roberts requested the City Council uphold the appeal.

John Hunter - Roseville - Spoke in opposition to the project and voiced many concerns.

Dave Couche - Roseville - Spoke in opposition to the project citing to traffic concerns.

Andrew Walberg - Spoke on public noticing and in opposition to demolition of hotel.

Ashton Daniel Baum - Roseville - Spoke in opposition to the project voicing many concerns.

Miranda Lundberg - Roseville - Spoke in opposition to the project citing traffic concerns.

Stacey Roberts - Roseville - Spoke in opposition to the project citing the value that older buildings have.

Carol Gadberry -Roseville - Spoke in opposition to the project and provided historical references.

Sandy Bryant - Roseville - Spoke in opposition to the project and requested the City Council designate the building as a historical landmark.

Ellen D. Riley - Roseville - Spoke in opposition.

Vincent Brown - Roseville - Spoke in opposition to demolition of hotel.

Mariah Buchanan - Roseville - Spoke on nostalgia of area and in opposition to demolition of hotel.

Eric Crane - Roseville - Spoke in support and state a new building your bring a new amenity to the neighborhood.

Debbie Solvera - Roseville - Spoke on importance of Belvedere Hotel in opposition to demolition of building.

Sherry Prieto - Roseville - Spoke on love for hotel and in opposition to condominiums being built.

Meg Aborvod - Roseville - Spoke on importance that traffic and parking issues to do impact the Moose Lodge.

Lisa Larkin - Roseville - Spoke that the City Council should recognize the public and not demolish building.

Leslie Summerall - Roseville - Spoke that the process has many irregularities to the process.

Gordon Johnson - Roseville - Spoke in opposition to tearing down hotel.

Travis (no last name given) - Spoke in favor of saving hotel.

Jan Roberts - Roseville - Spoke in opposition to demolition of hotel.

Deidre Trudoue - Roseville - Spoke in opposition of project and in supporting of saving building.

Alyssa Angelini - Roseville - Spoke on traffic concerns and in opposition to townhomes.

Public comment received at 916-774-5353:

Danielle Solvera - Roseville - Spoke in opposition to approval of project and destruction of hotel.

Maria Toledo - Roseville - Spoke in favor of preserving history.

Mike Hazen - Roseville - on behalf of the Moose Lodge - Spoke on traffic concerns and significant impact to the Moose Lodge parking.

Mark Beaber - Roseville - Spoke in support of the new development of condominiums.

Kathy McCann - Roseville - Spoke in support of preserving the Belvedere Hotel.

Alexa Roberts - Appellant - Provided rebuttal comments and requested the City Council keep the hotel.

Marcus Lo Duca - representing the Applicant - Provided rebuttal comments to the Public Comments given and requested the City Council deny the appeal.

Mayor John B. Allard II closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-447 DENYING THE APPEAL OF THE AUGUST 27, 2020 APPROVAL BY THE PLANNING COMMISSION CONSIDERING THE ADDENDUM TO THE DOWNTOWN ROSEVILLE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (EIR): and ADOPTING TWO FINDINGS OF FACT AND APPROVING THE MINOR DESIGN REVIEW PERMIT SUBJECT TO SEVENTY-TWO CONDITIONS OF APPROVAL; and ADOPTING THREE FINDINGS OF FACT AND APPROVING THE

TENTATIVE SUBDIVISION MAP SUBJECT TO FIFTY-SIX CONDITIONS OF APPROVAL; and ADOPTING TWO FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY CONDITIONS OF APPROVAL. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt

Absent: Roccucci

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

Councilmember Pauline Roccucci returned to the dais.

Meeting recessed at 9:10 p.m.

Meeting reconvened at 9:15 p.m.

9.1. Council Discretionary Funds Request - ReCreate

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco requesting the City Council consider a request for $8,000 from Council Discretionary Funds for ReCreate for creating STEM (Science, Technology, Engineering and Mathematics) send-home grade specific standard-based kits to every Roseville K-5 student and provide virtual lessons for teachers and students.

CC #: 1121

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Vice Mayor Krista Bernasconi announced a potential conflict of interest due to a source of income and left the dais.

City Clerk Sonia Orozco made the presentation to the City Council.

Donna Sangwin - Founder/Executive Director of ReCreate - Spoke in support and reported that ReCreate did not apply for a Roseville Grants Advisory grant and that the organization is applying for this specific request as funding is not available for this important educational need.

Motion by Scott Alvord, seconded by Pauline Roccucci, to approve $3,000 from the Council Discretionary Funds for ReCreate for creating STEM (Science, Technology, Engineering and Mathematics) send-home grade specific standard-based kits to every Roseville K-5 student and provide virtual lesion for teachers and students. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Houdesheldt, Roccucci

Absent: Bernasconi

9.2. Council Discretionary Funds Request - Placer Breast Cancer Foundation

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco requesting the City Council consider a request for $1,000 from Council Discretionary Funds for Placer Breast Cancer Foundation for Paint Placer Pink! Campaign which will bring the community out to local restaurants and non-profit organizations generating revenue for some local businesses while raising awareness of health issues related to breast cancer and cancer prevention.

CC #: 1120

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Councilmember Bruce Houdesheldt announced a potential conflict due to membership on the board and left the dais.

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to approve $1,000 from the Council Discretionary Funds for The Placer Breast Cancer Foundation in support of their new campaign called Paint Placer Pink. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Roccucci

Absent: Houdesheldt

10. PUBLIC HEARING

10.1. Formation of Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-452 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 20-453 DETERMING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO 20-454 CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 20-455 DECLARING RESULTS OF SPECIAL

ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO. 6295 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). The landowner, D.F. Properties, Inc. has requested to form a Community Facilities District, within the Sierra Vista Specific Plan, under the Mello-Roos Community Facilities Act of 1982, to provide funding for certain authorized public facilities as well as authorized services within the property. The project has a total of 218 residential units, 115 low-density residential units and 103 medium-density residential units, as well as around 81 acres of commercial. The project is planned for two phases, with the residential portion being Phase 1, and also the initial boundary area for the district. The commercial portion of the project will be Phase 2, and will be identified as the future annexation area for the district. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The formation of the CFD will not impact the City's General Fund.

CC #: 1123

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor John B. Allard II opened the Public Hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to adopt RESOLUTION NO. 20-452 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 20-453 DETERMING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 20-454 CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 20-455 DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING

RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO. 6295 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

Public Comment:

Nicole Danbacher - Roseville - Made a request to the City Council to please add an agenda item for the next City Council Meeting requesting that citizens of Roseville be able to discuss Whole Person Care, Housing. Additionally she requested the citizens to be able to seek out an alternative housing method which complies with this pilot program through the assistance of the Council.

Councilmember Reports:

Information Technology Award: City Manager congratulated Chief Information Office Hong Sae and his staff on obtaining a Digital City award placing 8th in U.S. for virtual services.

Participation in Meetings: Councilmember Pauline Roccucci reported on participating in meetings with the Regional Water Authority, Placer County Joint Roseville Water meetings, the Northern California Power Agency, and congratulated Councilmember elect Scott Alvord, Councilmember elect Bruce Houdesheldt and Councilmember elect Tracy Mendonsa and spoke on moving together as a Council.

Residents Voting: Councilmember Pauline Roccucci thanked residents for approving Charter measures and electing new councilmembers.

Happy Thanksgiving: Councilmember Pauline Roccucci, Councilmember Bruce Houdesheldt, Councilmember Scott Alvord and Vice Mayor Krista Bernasconi expressed good wishes.

Presentation by Placer County Health and Human Services: Councilmember Bruce Houdesheldt spoke on upcoming COVID presentation by Acting Health and Human Services Director Rob Oldham.

Sites Reservoir: Councilmember Bruce Houdesheldt reported on participation in meeting.

Struggling Restaurants: Councilmember Scott Alvord encouraged residents to support local restaurants.

Post Campaign Signs: Mayor John B. Allard II encouraged candidates to remove campaign signs.

COVID Crisis; Mayor John B. Allard II thanked staff for moving forward in light of difficulties.

Capitol Corridor Bay Area and Northern California Rail Transportation Project: Mayor John B. Allard II spoke on 3rd track project continues to move forward.

12. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adjourn meeting at 9:45 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

MINUTES
December 2, 2020

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

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

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

If you need 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.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houldesheldt, Allard

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor John B. Allard II.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

Assistant City Manager Dion Louthan made the presentation to the City Council.

Situational Update - State:

- The statewide positivity rate is 6.2%
- 89% increase in hospitalizations over 14 days and expected to grow as a result of travel over the Thanksgiving holiday
- At the current rate, ICU capacity could be compromised by mid-December
- If the current virus trends continue CA will need to take drastic actions, including a potential stay-at-home order
- New State programs provide immediate relief to businesses. More information on the following programs can be found at http://covid19.ca.gov/
    - Billions in state tax deferrals
    - Emergency relief package
    - CA rebuilding fund
    - Main Street hiring tax credit
    - Additional relief forthcoming

Situational Update - Local:

- 7-Day Test Positivity Rate: 5.9%
- 7-Day Average Daily Case Rate: 20.2 cases per 100,000
- Placer County is still in Tier 1 - Widespread (Purple)
    - 7-Day Case Rate 7.0 or below to qualify for Tier 2 (Red)
    - 7-Day positivity must be between 5-8% to qualify for Tier 2 (Red)
- Hospitalizations have tripled since October. Moving from the low 40's to 129 as of December 1. This is nearly double the summer high of 67
- According to the State, 12% of positive cases result in hospitalization

Public Comment received at 916-774-5353:

No public comment received.

Item for information only. No official action taken by the City Council.

6. PUBLIC COMMENTS

Kirk Uhler - Placer County Board of Supervisors - Thanked Mayor John B. Allard II

for his service on behalf of the citizens of the city and county for his excellent representation.

Bonnie Gore - Placer County Board of Supervisors - Thanked Mayor John B. Allard II for his many years of service on behalf of the residents and thanked him for his leadership.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

City Clerk Sonia Orozco announced the procedures for approving the Consent Calendar.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Bids / Purchases / Services

7.1. Genfare Fare Boxes - Sole Source Purchase Order

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council approve a purchase order with Genfare for the sole source purchase of two Genfare Odyssey fare boxes at a cost not to exceed $35,000. The existing approved project budget for the Fixed Route Bus Replacement and Commuter Bus Fleet Expansion project has sufficient funding to cover the cost of the purchase.

CC #: 1150

File #: 0203-13

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

7.2. Metal Recycling Services - Contract Purchase Agreement

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-472 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALCO IRON & METAL CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000956). This item is a contract purchase agreement with Alco Iron & Metal Co. for recycling services for surplus metal that is no longer of use. The revenue generated from this agreement is estimated to be $120,000 annually and will be returned to the Electric Fund.

CC #: 1152

File #: 0203-07

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

7.3. Virtual Machine Server Subscription and Support - Purchase Order

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a purchase order with vCloud Tech for subscription and support of the City's virtual machine servers using a competitively-bid contract via the General Services Administration contract number GS-35F-0119Y. The annual subscription and support cost of $49,125 is included in the approved FY2020-21 Information Technology Operations Fund budget.

CC #: 1154

File #: 0203-06

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Resolutions

7.4. Cresthaven Tennis Court Renovation Project - Change Order Increase

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 20-474 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff requests authorization to approve additional change order requests in an amount not to exceed $3,000. The existing tennis courts are located at the Jack Wallace Park at Cresthaven, a neighborhood park site located east of Vernon Street and south of Cirby Way. The project includes removal and replacement of the existing tennis court surfacing, new striping to include one tennis court and two pickleball courts, and new seating. On September 2, 2020, Council authorized award of the construction project to Biondi Paving, Inc., and authorized staff to approve change order requests in an amount not to exceed 10% of the contracted amount $14,580. Funding for the park improvements is provided through the Parks, Recreation & Libraries Capital Projects Fund. No new funding is requested.

CC #: 1157

File #: 0704-01

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

7.5. Custodial Services - Professional Services Agreement Amendment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION 20-471 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EMMS, INC. DBA ELITE MAINTENANCE MANAGEMENT SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of the Third Amendment to Professional Services Agreement with EMMS, Inc. dba Elite Maintenance Management Systems to incorporate Exhibit B, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and authorize the City Manager to execute it. This amendment will allow the City to receive federal reimbursement for COVID related costs. There is no additional cost associated

with this amendment.

CC #: 1149

File #: 0800-02

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

7.6. Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-470 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ACTING AS THE GOVERNING BODY OF ALL OF ITS COMMUNITY FACILITIES DISTRICTS ORDERING JUDICIAL FORECLOSURE OF DELINQUENT SPECIAL TAXES PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND ORDERING THAT THE PLACER COUNTY TAX COLLECTOR BE CREDITED WITH THOSE TAXES. A property owner has become delinquent in payments of the special taxes associated with Westpark Community Facilities District No. 1. To comply with the City's bond covenants, when certain delinquency thresholds have been met, the City is required to commence foreclosure actions against any delinquent parcel(s). There is no fiscal impact to the City's General Fund. All legal fees are borne by the property owner and all penalties and interest collected will be credited to the subject CFD.

CC #: 1148

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.7. Federico - Phase 1 Village 22A Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-476 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOLAIRE - ROSEVILLE, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approval of the Federico - Phase 1 Village 22A final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 76 residential lots and 6 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1161

File #: 0400-04-09-01 & 0400-07

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

7.8. Urban Water Management Plan and Water Management Plan Updates Project - Professional Services Agreement

Memo from Senior Engineer Jason Marks and Environmental Utilities Director

Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-473 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATERWORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Waterworks Engineers, LLC, in the amount of $121,684 for the Urban Water Management Plan and Water Management Plan Updates project. Funding for this agreement is provided by the Water Operations Fund.

CC #: 1153

File #: 0800-02

CONTACT: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

Ordinances (for second reading and adoption)

7.9. Second Reading - Baseline at Sierra Vista Community Facilities District No. 1 - Levying Special Taxes

ORDINANCE NO. 6295 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), for second reading and adoption.

CC #: 1164

File #: 0206-03-01

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

Reports / Requests

7.10. Housing Authority Status Report - Housing Choice Voucher Program Activity

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Laura Matteoli with a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 1151

File #: 0709-02-01

CONTACT: Suzie Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us

Ceremonial Documents

7.11. Resolution - Pam Dankbar

Commend Pam Dankbar for her 17 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her on many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 0102-10

File #: 1156

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Galilee Avenue and Industrial Avenue – Purchase and Sale Agreement

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-477 APPROVING A STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAM ELK GROVE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT AND QUITCLAIM DEEDS AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION 20-478 ORDERING SUMMARY VACATION OF EXCESS RIGHT OF WAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE EXCESS RIGHT OF WAY. Staff recommends Council approve a Purchase and Sale Agreement between Tam Elk Grove, LLC, and the City for the sale of 7250, 7300, 7400 Galilee Road & 8025 Industrial Avenue in the amount of $1,606,607.95. This action is pursuant to a finding that the disposition of the property for a private development associated with Green Acres Nursery is consistent with the North Industrial Plan Area and is in the City's best interest. In addition, a resolution to abandon City right-of-way for the primary use of landscaping is proposed with this request. The proceeds from the sale of the property (totaling $1,606,607.95 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund. No General Fund resources will be used as part of this project.

CC #: 1162

File #: 1003

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

Economic Development Manager Wayne Wiley made the presentation to the City Council.

Travis Gill - Co-owner representing Green Acres Nursery - Spoke in support and thanked staff and City Council for cooperation.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to adopt RESOLUTION NO. 20-477 APPROVING A STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAM ELK GROVE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT AND QUITCLAIM DEEDS AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION 20-478 ORDERING SUMMARY VACATION OF EXCESS

RIGHT OF WAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE EXCESS RIGHT OF WAY. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9. ORDINANCES

9.1. Labor Market Adjustments, Minimum Wage Increase, and Other Temporary Classification Salary Schedule Adjustments

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6305 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6174, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6306 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6175, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE 6307 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6218, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "F", TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE 6308 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6287, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6309 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6171, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6310 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6301, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "M" TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6311 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6248, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "M" TO BE EFFECTIVE DECEMBER 5, 2020 AS AN URGENCY MEASURE; and adopt ORDINANCE 6312 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6160, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JANUARY 1, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6313 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21

BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is recommending a comprehensive update to City salary schedules in response to negotiated labor agreements to maintain total compensation at labor market median; a minimum wage increase from $13 per hour to $14 per hour as required by California Senate Bill 3; the deletion of 2 temporary classifications, retitle of 2 temporary classifications and other needed salary adjustments on the Temporary salary schedule; and a City Manager salary adjustment based on the labor market median subsequent to an annual performance evaluation. In accordance with current labor agreements, staff is recommending that Council approve the updated Roseville Police Association, Roseville Police Officer's Association, Roseville Firefighters, International Union of Operating Engineers, Stationary Engineers, Local 39, and Management and Confidential A and B Salary Schedules reflecting labor market adjustments to bring classifications to the market median effective January 2, 2021; the Temporary salary schedule reflecting the minimum wage and other updates effective January 1, 2021; and the City Council Appointed Positions salary schedule effective December 5, 2020. The total cost of the labor market adjustments and temporary classification minimum wage and other salary schedule adjustments for FY2020-21 is $1,709,612, of which $1,068,962 will be funded from the General Fund.

CC #: 1163

File #: 0600-01 & 0201-01

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to adopt ORDINANCE NO. 6305 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6174, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6306 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6175, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE 6307 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6218, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "F", TO BE EFFECTIVE JANUARY 2, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE 6308 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6287, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "I"

TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6309 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6171, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6310 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6301, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "M" TO BE EFFECTIVE JANUARY 2, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6311 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6248, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "M" TO BE EFFECTIVE DECEMBER 5, 2020 AS AN URGENCY MEASURE; and adopt ORDINANCE 6312 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6160, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JANUARY 1, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE 6313 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. Retail Electric Energy - Services Agreement Amendment

Memo from Assistant Electric Utility Director Shawn Matchim and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-475 APPROVING A FIRST AMENDMENT TO RETAIL ELECTRIC ENERGY SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TSI SEMICONDUCTORS AMERICA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an amendment to provide a five percent discount on energy charges through December 2022. The total estimated revenue reduction to the electric utility is $130,000 in FY2020-21, $340,000 in FY2021-22 and $190,000 in FY2022-23. Funds are available in the approved Electric Operations Fund FY2020-21 budget to cover the impact of the amendment in FY2020-21. Funding in future years will be contingent on the approval of those respective annual budgets.

CC #: 1155

File #: 0800-03

CONTACT: Shawn Matchim 916-774-1620 smatchim@roseville.ca.us

Assistant Electric Utility Director Shawn Matchim made the presentation to the City Council.

Bruce Gary - CEO at TSI Semiconductors - Spoke in support of partnership and

thanked the City Council and Roseville Electric staff.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-475 APPROVING A FIRST AMENDMENT TO RETAIL ELECTRIC ENERGY SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TSI SEMICONDUCTORS AMERICA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE providing a 5% discount on energy charges February 6, 2020 through December 2022. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

11.1. Presentation of Resolution of Commendation and Appreciation to Outgoing Mayor John B. Allard II

Joint presentation of Resolution of Commendation and Appreciation to outgoing Mayor John B. Allard II by Vice Mayor Krista Bernasconi and Senator Jim Nielsen and Assembly member Kevin Kiley or their designated representatives.

Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Resolution of Commendation to Mayor John B. Allard II:

Government Relations Administrator Mark Wolinski presented Mayor John B. Allard II a joint resolution of commendation from Assemblyman Kevin Kiley and Senator Jim Nielsen. Mark Wolinski thanked Mayor John B. Allard II personally.

Vice Mayor Krista Bernasconi presented a City of Roseville resolution of commendation with remaining Councilmembers Alvord, Roccucci, and Houdesheldt reciting sections of the resolution. Vice Mayor Krista Bernasconi presented outgoing Mayor John B. Allard II a crystal engraved gable and a gift from the City Council.

Councilmember Bruce Houdesheldt read a card from former Mayor Susan Rohan thanking Mayor John B. Allard II for his guiding voice during Roseville's most defining period of growth.

Vice Mayor Krista Bernasconi made remarks stating John B Allard's service can be defined as impeccable, appreciated by regional partners, and admired by friends and family.

Councilmember Pauline Roccucci spoke on privilege of serving with Mayor John B. Allard II's and his commitment to revitalizing the Downtown, and told a memorable story about Mayor John B. Allard II and Union Pacific Railroad.

Councilmember Bruce Houdesheldt spoke on John B. Allard II's service for the state and community since 1985, and thanked him for his contributions to the residents of Roseville and stated it was an absolute honor to serve with him.

Councilmember Scott Alvord spoke on Mayor John B. Allard II's business acumen and how he served the business owners and spoke on John B. Allard's non-partisan actions making the right decisions for the community.

Mayor John B. Allard II made comments and thanked his wife and acknowledged his family. He spoke on what an interesting time it was to serve as Mayor with changing to districts, COVID-19 and everything associated with the situation. He thanked the community for coming together to solve problems and their willingness to do what ever was taken to help Roseville. He thanked City staff for their efforts. Mayor John B. Allard thanked Board of Supervisor members Kirk Uhler and Bonnie Gore for their kind comments. Mayor John B. Allard II thanked elected officials he's served with in the past and thanked the current City Council and closed with thanking the community to allow him serve.

Public Comment:

No additional Public Comment received.

Councilmember Reports:

Zoom Joint Placer County Meeting - Councilmember Pauline Roccucci spoke on meeting and on presentations from Robert Oldham, Placer County Health and Human Services Interim Director and Ryan Ronco, Placer County Clerk Recorder/Registrar of Voters.

Thank you to Mayor John B. Allard - Councilmember Bruce Houdesheldt thanked outgoing Mayor John B. Allard II for his service.

Town Square Tree Grove and Gingerbread House Exhibition - Councilmember Scott Alvord announced holiday activities.

Merry Christmas and Happy New Year - Mayor John B. Allard II expressed good wishes.

12. ADJOURNMENT

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to adjourn the meeting at 7:45 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

MINUTES
December 8, 2020

CITY COUNCIL
VIRTUAL MEETING
4:00 p.m.
Individual Locations of Mayor and Councilmembers
www.roseville.ca.us

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

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

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.

1. CALL TO ORDER

Mayor John B. Allard II called the meeting to order at 4:00 p.m.

2. SILENT ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor John B. Allard II.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

5.1. Canvass of Results - 2020 Municipal Election

Memo from City Clerk Sonia Orozco recommending the City Council adopt RESOLUTION NO. 20-479 OF THE CITY OF ROSEVILLE CANVASSING VOTES OF THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND DECLARING THE RESULTS THEREOF PER PLACER COUNTY OFFICIAL ELECTION RESULTS declaring Councilmember elect Tracy Mendonsa (District 1), Councilmember elect Bruce Houdesheldt (District 3), and Councilmember elect Scott Alvord (District 5) as the three candidates receiving the highest votes cast in each district, and declaring Charter amendments J, K, L, M, N, O, P, Q, and R passed by a majority of yes votes.

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 20-479 OF THE CITY OF ROSEVILLE CANVASSING VOTES OF THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND DECLARING THE RESULTS THEREOF PER PLACER COUNTY OFFICIAL ELECTION RESULTS declaring Councilmember elect Tracy Mendonsa (District 1), Councilmember elect Bruce Houdesheldt (District 3), and Councilmember elect Scott Alvord (District 5) as the three candidates receiving the highest votes cast in each district, and declaring Charter amendments J, K, L, M, N, O, P, Q, and R passed by a majority of yes votes. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

6. COUNCIL REPORTS / PUBLIC COMMENTS

Public Comment: No public comment received.

No Council reports given.

7. ADJOURNMENT

Motion by Krista Bernasconi, seconded by Scott Alvord, to adjourn the meeting at 4:25 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

MINUTES
December 9, 2020

CITY COUNCIL
CEREMONIAL EVENT
4:00 p.m.
Civic Center Rotunda
311 Vernon Street
Roseville, California
www.roseville.ca.us

Pursuant to the Executive Order Executed by the Governor on March 17, 2020, and as a response to mitigating the spread of COVID-19, the ceremonial event will be closed to the general public.

1. PRESENTATIONS

1.1. Oath of Office - Mayor

Oath of Office for incoming Mayor Krista Bernasconi.
CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Mayor elect Krista Bernasconi was sworn in by her father Carl Funk.

Mayor Krista Bernasconi made comments to those in attendance.

1.2. Oath of Office - Councilmember

Oath of Office - Councilmember elect Tracy Mendonsa (District 1)
CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Councilmember elect Tracy Mendonsa was sworn in by City Clerk Sonia Orozco.

Councilmember elect Tracy Mendonsa made comments to those in attendance.

1.3. Oath of Office - Councilmember

Oath of Office - Councilmember elect Bruce Houdesheldt (District 3)

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Councilmember elect Bruce Houdesheldt was sworn in by Placer County Board of Supervisor member Bonnie Gore.

Councilmember Bruce Houdesheldt made comments to those in attendance.

1.4. Oath of Office - Councilmember

Oath of Office - Councilmember elect Scott Alvord (District 5)

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Councilmember elect Scott Alvord was sworn in by City Clerk Sonia Orozco.

Councilmember Scott Alvord made comments to those in attendance.

2. ADJOURNMENT

Ceremonial event adjourned.

COUNCIL COMMUNICATION

CC #: 1286
File #: 0203-04

Title:	116 South Grant Storefront Window Modifications (RFQ 10-3278) – Contract Purchase Agreement
Contact:	Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement (3001045) with Swierstok Enterprise Inc. dba Pro Builders and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff recommends authority for a 10% construction contingency.

BACKGROUND

The exterior windows on the second, third and fourth floors at 116 South Grant (Legacy Building) had been installed with inadequate sill and counter flashings. Unfortunately, this condition was not identified until an in-depth inspection was performed after the purchase of the property. The lack of appropriate flashings allows water intrusion into the exterior walls and at this point has only caused minor damage. The only way to correct this issue permanently and to eliminate additional water intrusion is to remove each window on the second, third and fourth floors and install appropriate flashings and sealant.

A formal bid was issued with the following vendor response:

Bidder	**Lump Sum Total**
Swierstok Enterprise Inc dba Pro Builders	**$358,000**
Orangevale, CA	

FISCAL IMPACT

The cost of the agreement is $358,000. Authorized change orders on an as-needed basis up to 10% ($35,800), as a construction contingency, would bring the total contract amount to $393,800. Funding is included in the FY2020-21 Electric Fund operations budget.

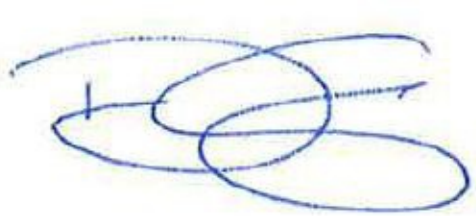
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-066

Signed Contract Purchase Agreement

RESOLUTION NO. 21-066

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SWIERSTOK ENTERPRISE INC. DBA PRO BUILDERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001045), for storefront window modifications at 116 S. Grant Street, by and between the City of Roseville and Swierstok Enterprise Inc. dba Pro Builders, has been reviewed by the City Council.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001045

Agreement	**3001045**
Agreement Date	**08-JAN-2021**
Revision	**0**
Agreement Amount	**358,000.00 USD**

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

Supplier
Swierstok Enterprise Inc dba Pro Builders
7030 Drywood Way
Orangevale, CA 95662
Phone: ()
Fax: ()
Email: eric@sacprobuilders.com

Description of Labor, equipment and/or materials

SHALL PROVIDE WINDOW REPAIR SERVICES IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3278 116 S. GRANT STOREFRONT WINDOW MODIFICATIONS.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13034	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseville Business License No. ***Will apply***

Contractor License No. ***884897***

DIR Registration No. ***1000005478***

Check mark the applicable company type below:

___X___ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

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

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	***Sebastian Swierstok, President***
COMPANY NAME	***Swierstok Enterprise Inc., dba Pro Builders***
DATE	***01/27/2021***

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	***Sebastian Swierstok***
Title:	***President***

Supplier	
Signature:	
Print Name:	***Eric Javier***
Title:	***Secretary***

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

COUNCIL COMMUNICATION

CC #: 1268
File #: 0203-05

Title: Citywide Voicemail System Support - Purchase Order
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a purchase order with Altura Communication Solutions, LLC for the renewal of support for the citywide voicemail system in the amount of $26,072.12.

BACKGROUND

The citywide voicemail system used by all departments is an Avaya and XMedius system with joint support provided by Altura Communication Solutions, LLC. The voicemail system allows messages to be left for employees when they are unable to answer a phone call. In addition, it enables employees to store and retrieve voicemails left by City employees, companies, other agencies or the general public. The support coverage period is March 1, 2021 through August 30, 2022. The cost is $26,072.12 through Altura Communication Solutions using competitively-bid contracts via XMedius' General Services Administration contract numbers GS-35F-0248R. Altura is a trusted partner and long-time XMedius reseller for their secured messaging and unified communication system.

FISCAL IMPACT

The support renewal cost of $26,072.12 is accounted for in the FY2020-21 Information Technology Operations Fund budget.

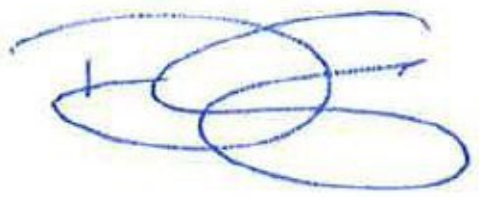
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Karl Grover, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Altura Voicemail System Support Quote

Proposal for:
CITY OF ROSEVILLE

Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678
January 12, 2021

Dear Ron Estrada ,

Altura Communication Solutions (Altura) is pleased to present CITY OF ROSEVILLE the enclosed telecommunications system proposal. After reviewing the information that follows, we trust you will come to know Altura as the unified communications provider best suited to meet all of your telecommunications needs.

Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

Teresa Buckley
Account Manager
(630) 981-8518
tbuckley@alturacs.com

This proposal to CITY OF ROSEVILLE is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.

Maintenance

Altura Communication Solutions

1540 S. Lewis St.
Anaheim, CA 92805

Exhibit A – Order Form

Quote for MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement") Amended June 06, 2016 by and between Altura Communication Solutions, LLC and CITY OF ROSEVILLE ('Customer') and Pricing Per:

XMedius GSA Pricing Schedule Contract #GS-35F-0248R

PREMISES (INSTALLED AT):

CITY OF ROSEVILLE
Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678

Ron Estrada
(916) 774-5404
REstrada@roseville.ca.us

SERVICES PERFORMED FOR:

BillTo: CITY OF ROSEVILLE - 41873300
CITY OF ROSEVILLE
Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678

Ron Estrada
(916) 774-5404
REstrada@roseville.ca.ua

PRICING & DATES

Purchase Price *	$0.00
Support Paid Up-Front	$26,072.12
TOTAL	**$26,072.12**
Support to be billed	$0.00

** Includes installation and shipping if applicable, but excludes taxes*

Contract Presented	January 12, 2021
Delivery *	March 01, 2021
Installation Start *	March 01, 2021
Cutover *	March 01, 2021
In Service *	March 01, 2021

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

By _____

Name _____

Title _____

Date _____

CITY OF ROSEVILLE

By _____

Name _____

Title _____

Date _____

Schedule1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **01/12/2021**.

Vendor	Description	List Price	Sale Price
Altura	Advantage PP	$6,996.98	$6,996.98
Other	Third Party Support PP	$19,075.14	$19,075.14
	Solutions and Support Total	**$26,072.12**	**$26,072.12**
	GRAND SOLUTION TOTAL	**$26,072.12**	**$26,072.12**

All Pricing Excludes Taxes

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC		CITY OF ROSEVILLE	
By		**By**	
Name		**Name**	
Title		**Title**	
Date		**Date**	

Support Details

Part #	Description	Term	QTY	Ext List	Location	Sale Price
AA RTS	Altura Advantage Remote Technical Support -- No HW Virtual	18 months	1400	$6,996.98	All	$6,996.98
					ALTURA ADVANTAGE TOTAL	$6,998.98
1090-98340-00	XMEDIUS Standard XpressCare - CX-E Licenses - 1 Year AN (15% GSA)	12 months	1	$12,465.27	Serial #1135492406033	$12,465.27
1090-98381-00	XMEDIUS Standard XpressCare - TTS Licenses (Per Resource) - 1 Year AN (15% MSLP)	12 months	4	$251.48	Serial #1135492406033	$251.48
1090-98373-00	XMEDIUS Standard XpressCare - CX-E Licenses -- monthly pro-rated -- 1.25% of MSLP per month AN	6 months	6	$6,232.64	Serial #1135492406033	$6,232.64
1090-98376-00	XMEDIUS Standard XpressCare - TTS Only Licenses -- monthly pro-rated -- 1.25% of MSLP per month AN	6 months	6	$125.74	Serial #1135492406033	$125.74
					Other Support PP	$19,075.14
					OTHER SUPPORT TOTAL	$19,075.14

AN = Annual Payment
PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Altura's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract: Effective Term 3/1/2021-8/31/2022

COUNCIL COMMUNICATION

CC #: 1278
File #: 0203-05

Title: Citywide Phone System Support - Contract Purchase Agreement
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a Contract Purchase Agreement (3001064) with Altura Communication Solutions, LLC for the renewal of support for the citywide phone system, and authorize the City Manager to execute it.

BACKGROUND

The citywide phone system used by all departments is an Avaya system with support provided by Altura Communication Solutions, LLC. The phone system enables normal phone calls to be made and received as well as provides call centers for various departments. The support coverage period is March 1, 2021 through August 30, 2022. The cost is $150,978.60 through Altura Communication Solutions using competitively-bid contracts via General Services Administration contract numbers GS-35F-0156V and GS-35F-0666W.

FISCAL IMPACT

The support renewal cost of $150,978.60 is accounted for in the FY2020-21 Information Technology Operations Fund budget.

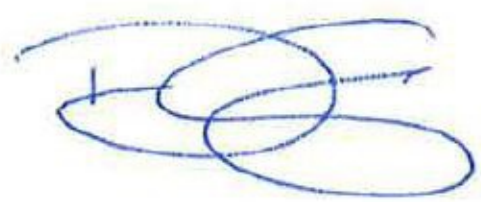
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Karl Grover, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-059

Altura CPA #3001064_Signed

Altura Phone System Support Quote

RESOLUTION NO. 21-059

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001064), for support of the citywide phone system, by and between the City of Roseville and Altura Communication Solutions, LLC, has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001064

Supplier Details:

Company	Altura Communication Solutions LLC
Contact	Teresa Buckley
Address	1540 S. Lewis St.
	Anaheim, CA 92805

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001064

Agreement	**3001064**
Agreement Date	**28-JAN-2021**
Revision	**0**
Agreement Amount	**150,978.60 USD**

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

Supplier
Altura Communication Solutions LLC
1540 S. Lewis St.

Anaheim, CA 92805
Phone: ()
Fax: ()
Email: tbuckley@alturacs.com

Description of Labor, equipment and/or materials

Shall provide Avaya phone system support in accordance with the attached Proposal for: City of Roseville dated January 11, 2021, the Altura Communication Solutions "Exhibit A - Order Form," and the MASTER SALES AND MAINTENANCE AGREEMENT (Amended 06/06/2016) ("Agreement") between Altura Communication Solutions, LLC and City of Roseville ('Customer') utilizing Avaya GSA Pricing Schedule Contract# GS-35F-0156V and Altura GSA Pricing Schedule Contract # GS-35F-0666W.

Please contact Karl Grover at kgrover@roseville.ca.us or phone number 916-774-5145 for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11140	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Mar-2021	**30-Aug-2022**	**Tiffany Valdez** Phone **1-916-774-5708**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
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 Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant 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 Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
   http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
10. Consultant agrees to the below insurance requirements
    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage
    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney
    c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and

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

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant 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. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all worked performed by Consultant, its employees, agents and sub consultants.

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

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a

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

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

who in the City's sole discretion, could be impacted by identity theft

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. 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.
26. 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. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

__X__ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Internet Technology T&C
REV 5/09/18 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:_X___
Professional Liability:
$1 Million/occurrence
No auto required

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Supplier	
Signature:	Robert L. Blazek
Print Name:	ROBERT L. BLAZEK
Title:	PRESIDENT + CEO

Supplier	
Signature:	
Print Name:	David L. Key
Title:	Chief Financial Officer

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

ALTURA
communication solutions

Proposal for:
CITY OF ROSEVILLE

Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678
January 11, 2021

Dear Ron Estrada ,

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Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

Teresa Buckley
Account Manager
(630) 981-8518
tbuckley@alturacs.com

This proposal to CITY OF ROSEVILLE is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.

AVAYA Edge℠ Diamond

Maintenance

Altura Communication Solutions

1540 S. Lewis St.
Anaheim, CA 92805

Exhibit A – Order Form

Quote for MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement") Amended June 06, 2016 by and between Altura Communication Solutions, LLC and CITY OF ROSEVILLE ('Customer') and Pricing Per:

Avaya GSA Pricing Schedule Contract #GS-35F-0156V

Altura GSA Pricing Schedule Contract #GS-35F-0666W

PREMISES (INSTALLED AT):

CITY OF ROSEVILLE
Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678

Ron Estrada
(916) 774-5404
REstrada@roseville.ca.us

SERVICES PERFORMED FOR:

BillTo: CITY OF ROSEVILLE - 41873300
CITY OF ROSEVILLE
Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678

Ron Estrada
(916) 774-5404
REstrada@roseville.ca.ua

PRICING & DATES

Purchase Price *	$0.00
Support Paid Up-Front	$150,978.60
TOTAL	**$150,978.60**
Support to be billed	$0.00

** Includes installation and shipping if applicable, but excludes taxes*

Contract Presented	January 11, 2021
Delivery *	March 01, 2021
Installation Start *	March 01, 2021
Cutover *	March 01, 2021
In Service *	March 01, 2021

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC		CITY OF ROSEVILLE	
By	Robert L. Blazek	**By**	
Name	ROBERT L. BLAZEK	**Name**	
Title	PRESIDENT & CEO	**Title**	
Date	1/28/2021	**Date**	

Schedule1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **01/11/2021.**

Vendor	Description	List Price	Sale Price
Avaya	Avaya Support PP	$134,994.60	$134,994.60
	Avaya Solutions and Support	**$134,994.60**	**$134,994.60**
Altura	Advantage PP	$15,984.00	$15,984.00
	Other Solutions and Support	**$15,984.00**	**$15,984.00**
	TOTAL Solutions, Support And Installation	**$150,978.60**	**$150,978.60**
	GRAND SOLUTION TOTAL	**$150,978.60**	**$150,978.60**

All Pricing Excludes Taxes

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC		CITY OF ROSEVILLE	
By	Robert S. Blazek	**By**	
Name	ROBERT L. BLAZEK	**Name**	
Title	PRESIDENT & CEO	**Title**	
Date	1/28/2021	**Date**	

Support Details

Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
240500	AVAYA SA ESS C/D AES R6 BSC TSAPI 1YPP	18 months	130	$0.20	$468.00	Hub	$0.20	$468.00
248554	AVAYA UPG ADV AES R6 BSC TSAPI 1YPP	18 months	130	$0.21	$491.40	Hub	$0.21	$491.40
240620	AVAYA SA ESS C/D AES R6 DMCC FULL 1YPP	18 months	40	$0.82	$590.40	Hub	$0.82	$590.40
248614	AVAYA UPG ADV AES R6 DMCC FULL 1YPP	18 months	40	$1.29	$928.80	Hub	$1.29	$928.80
240630	AVAYA SA ESS C/D AES R6 DMCC BASIC 1YPP	18 months	40	$0.20	$144.00	Hub	$0.20	$144.00
248619	AVAYA UPG ADV AES R6 DMCC BASIC 1YPP	18 months	40	$0.21	$151.20	Hub	$0.21	$151.20
292604	AVAYA SA PREF C/D AURA R7 CORE 1YPP	18 months	1900	$2.15	$73,530.00	Hub	$2.15	$73,530.00
292611	AVAYA UPG ADV AURA R7 CORE 1YPP	18 months	1900	$1.22	$41,724.00	Hub	$1.22	$41,724.00
292773	AVAYA SA PREF C/D AURA R7 ASG SOFTKEY II 1YPP	18 months	1	$11.73	$211.14	Hub	$11.73	$211.14
292780	AVAYA UPG ADV AURA R7 ASG SOFTKEY II 1YPP	18 months	1	$4.68	$84.24	Hub	$4.68	$84.24
291727	AVAYA SA PREF C/D CC R7 ELITE AGT 1YPP	18 months	55	$5.22	$5,167.80	Hub	$5.22	$5,167.80
291734	AVAYA UPG ADV CC R7 ELITE AGT 1YPP	18 months	55	$3.08	$3,049.20	Hub	$3.08	$3,049.20
293108	AVAYA SA PREF CMS R18 AGT 1-250 1YPP	18 months	50	$1.89	$1,701.00	Hub	$1.89	$1,701.00
293114	AVAYA UPG ADV CMS R18 AGT 1-250 1YPP	18 months	50	$3.08	$2,772.00	Hub	$3.08	$2,772.00
293198	AVAYA SA PREF CMS R18 SUPERVISOR 1YPP	18 months	5	$5.37	$483.30	Hub	$5.37	$483.30
293210	AVAYA SA PREF CMS R18 INITIAL ACD 1YPP	18 months	1	$0.00	$0.00	Hub	$0.00	$0.00
239005	AVAYA SA ESS ONE-X AGT R2 AGENT 1YPP	18 months	41	$2.22	$1,638.36	Hub	$2.22	$1,638.36
239017	AVAYA UPG ADV ONE-X AGT R2 AGENT 1YPP	18 months	41	$2.42	$1,785.96	Hub	$2.42	$1,785.96
293648	AVAYA SA PREF C/D AAVP R7 SNGL CPU EMBD 1YPP	18 months	1	$4.10	$73.80	2005 Hilltop Cr	$4.10	$73.80
293654	AVAYA UPG ADV AAVP R7 SNGL CPU EMBD 1YPP	18 months	1	$0.00	$0.00	2005 Hilltop Cr	$0.00	$0.00
						AVAYA SUPPORT TOTAL		$134,994.60
AA	Altura AA HW Core switch excluding phone sets	18 months	1900	$0.42	$14,364.00	All	$0.42	$14,364.00
AA AES 85	Altura AVAYA AES Server Hardware	18 months	1	$90.00	$1,620.00	All	$90.00	$1,620.00
						ALTURA ADVANTAGE TOTAL		$15,984.00

AN = Annual Payment
PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Altura's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract – Effective 3/1/2021-8/30/2022

Proposal for:
CITY OF ROSEVILLE

Site: 41873300
311 VERNON STREET
ROSEVILLE, CA 95678
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ALTURA communication solutions

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Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract – Effective 3/1/2021-8/30/2022

COUNCIL COMMUNICATION

CC #: 1283
File #: 0203-04

Title: Civic Center Flooring Replacement - Contract Purchase Agreement
Contact: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Contract Purchase Agreement 3000992 with Shaw Industries, Inc. dba Shaw Integrated Solutions, utilizing Sourcewell approved contract, #080819-SII for the purchase and installation of carpet.

BACKGROUND

The carpet throughout the Civic Center is in need of replacement and is at the end of its lifecycle. This agreement is a "piggyback" onto a Sourcewell approved contract, #080819-SII, and will replace carpet in the following areas:

- Human Resources Department Office
- City Manager's Office
- City Attorney's Office
- A portion of the Finance Department Office
- Interior hallways

FISCAL IMPACT

The total cost of this contract is $267,357.71. Funding for this project is included in the Facility Rehabilitation Fund FY2019-20 (carried forward) and FY2020-21 budgets.

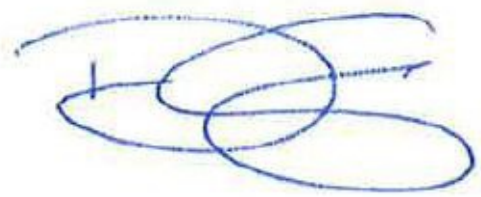
ENVIRONMENTAL REVIEW

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)).

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-063

CPA 3000992

RESOLUTION NO. 21-063

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SHAW INDUSTRIES, INC. DBA SHAW INTEGRATED SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000992) for the purchase and installation of carpet at the Civic Center, by and between the City of Roseville and Shaw Industries, Inc. dba Shaw Integrated Solutions, 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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000992

Agreement	**3000992**
Agreement Date	**09-NOV-2020**
Revision	**0**
Agreement Amount	**267,357.71 USD**

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

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

Supplier
Shaw Industries Inc dba Shaw Integrated Solutions
Mail Drop - 999 PO Box 208408

Dallas, TX 75320
Phone: ()
Fax: ()
Email: melanie.taylor@shawinc.com

Description of Labor, equipment and/or materials

PURCHASE IN ACCORDANCE WITH THE ATTACHED SHAW INDUSTRIES INC PROPOSALS #141377, #141360, #141371, #141376 AND #141380 DATED 11/5/20 UTILIZING SOURCEWELL CONTRACT #080819-SII.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12018	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-774-5708**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

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

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseville Business License No. 00842489

Contractor License No. 1007317

DIR Registration No. 1000007436

Check mark the applicable company type below:

__X__ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

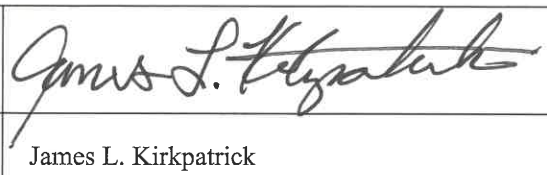
Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Shaw Industries, Inc.
DATE	11/10/2020

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	James L. Kirkpatrick
Title:	Chief Executive Officer

Supplier	
Signature:	
Print Name:	Karen S. Tallon
Title:	Vice President

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

COUNCIL COMMUNICATION

CC #: 1293
File #: 0504-01

Title: 2021 Citywide Records Retention Schedule Update
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution approving the 2021 Citywide Records Retention Schedule.

BACKGROUND

California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by resolution and written consent of the City Attorney.

In 2017, the Citywide Records Retention Schedule was significantly and comprehensively updated to improve identification of types of records and changes in how some records are now processed, eliminating redundancy and clerical errors. This year's updates are routine in nature and also include realigning records previously maintained by the Central Services Department, which has since been incorporated into the Public Works and Finance Departments.

FISCAL IMPACT

Maintaining a records retention schedule which allows for the destruction of specified types of documents after a certain period of time will likely result in unspecified reductions to document storage and retrieval costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

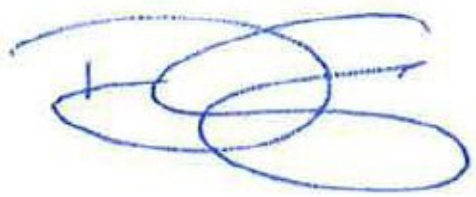
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Gretchen Hakala, Paralegal

Robert Schmitt, City Attorney



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-070

2021 Citywide Records Retention Schedule (REDLINE)

RESOLUTION NO. 21-070

REPEALING RESOLUTION 17-525, AND ESTABLISHING A 2021 CITYWIDE RECORDS RETENTION SCHEDULE

WHEREAS, Government Code Section 34090 provides that certain City records, documents, or instruments may be destroyed with the approval of the City Council by resolution and with the written consent of the City Attorney; and

WHEREAS, staff desires to update the current Citywide Records Retention Schedule; and

WHEREAS, the City Council has reviewed the revised Citywide Records Retention Schedule,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that resolution 17-525 is hereby repealed.

BE IT FURTHER RESOLVED that the City Council hereby adopts the 2021 Citywide Records Retention Schedule.

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

EXHIBIT “A”

CITY OF ROSEVILLE

2021~~18~~ Records Retention Schedule

(For both paper and electronic records)

DEPARTMENT / DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
CITY-WIDE						
100	001	Accident Reports	C + 7	2	29CFR 1904.2; 29CFR 1904.6	Not Fire or Police
100	002	Administration Files	With Dept. 2		GC 34090	
100	003	Administrative Regulations	City Mgr. S + 2	S	GC 34090	
100	004	Agreements – Executed	City Clerk P	C	CCP 337; GC 34090	CCP 337 – 4 years
100	005	Audio Tapes – Board & Commission Meetings	1	1	GC 34090.7	
100	006	City Brochures & Publications	2		GC 34090	Templates are considered preliminary drafts exempt from disclosure (GC 6254(a))
100	007	CEQA Documentation	City Clerk P	C+2	GC 34090(a); CEQA Guidelines	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	008	Chron Files	2		GC 34090	Chronological files - correspondence
100	009	Consent for Medical Treatment	5		GC 34090	
100	010	Conflict of Interest Statements (includes FPPC Annual Filing)	City Clerk 8	S	GC 34090	
100	011	Construction Standards	P		GC 34090	
100	012	Council & Commission Agendas	3	2	GC 34090	
100	013	Council & Commission Approved Minutes	City Clerk P	2	GC 34090 (d); 36814, 40801	34090 (d) – records less than 2 years
100	014	Council Communications - Land Development	City Clerk 10 20	2	GC 34090	 For research purposes
100	015	Department/Division Files – General	2	2	GC 34090	
100	016	Department History/Historical Files	P	2	GC 34090	
100	017	Disaster Plan	S		GC 34090	
100	018	Employee Work Calendars or Diaries	2	2		
100	019	Fee Schedules	S + 2		GC 34090	
100	020	General Correspondence	2	2	GC 34090	
100	021	General Information Memos	City Mgr. 3	2	GC 34090(d)	
100	022	Grant Files	C + 7		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	023	Incident Reports	2		29CFR 1904.2; 29CFR 1904.6	
100	024	Intergovernmental Meetings & Projects	5	2	GC 34090	
100	025	Maintenance Records	2	2	GC 34090	
100	026	Memberships	T		GC 34090	
100	027	Meeting Procedures	S	S	GC 34090	
100	028	Monthly/Quarterly Performance or Status Reports	Finance 4	2	GC 34090	
100	029	MSDS Sheets	Purchasing or By Dept. P		GC 34090	
100	030	Payment Requests/Reimbursement/ Invoice Documents (including Petty Cash)	Finance 5	2	GC 34090	
100	031	Policies & Procedures (includes individual departments)	S + 2	S + 2	GC 34090	
100	032	Press Releases	2		GC 34090	
100	033	RFP's, RFQ's, Bids: Successful Unsuccessful	 C + 5 C + 2		GC 34090; CCP 337; GC 25105.1	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	034	Security video footage moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted	1		GC 34090.6	
100	035	Security video footage not moved into Case Management	30 days			
100	036	Subject files	3		GC 34090(d)	
100	037	Vehicle files (includes Pool Car)	S + 2	2	GC 34090	
100	038	Workplace Safety Inspections	2	2	GC 34090	
~~CENTRAL SERVICES~~						
~~200~~	~~001~~	~~Asset Transfer and Inventory forms~~	~~2~~	~~3~~	~~GC 34090~~	
~~200~~	~~002~~	~~Cardkey Records~~	~~1~~	~~1~~	~~GC 34090~~	
~~200~~	~~003~~	~~Facilities~~	~~10~~		~~GC 34090~~	
~~Facilities~~						
~~200~~	~~004~~	~~Air Pollution Control District~~	~~2~~	~~2~~	~~GC 34090~~	
~~200~~	~~005~~	~~Alarm Information~~	~~2~~	~~2~~	~~CG 34090~~	~~Retain plans for life of the building, but no less than 2 years~~
~~200~~	~~006~~	~~Fire Damage Repair Reports~~	~~3~~		~~GC 34090~~	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
~~200~~	~~007~~	~~Fire Inspection Reports~~	~~C + 3~~		~~UFC 103.3.4; GC 34090~~	
~~200~~	~~008~~	~~Fire Sprinkler Tests~~	~~5~~	~~2~~	~~UFC 103.3.4; GC 34090~~	
~~200~~	~~009~~	~~Invoice Copies~~	~~2~~		~~GC 34090~~	
~~200~~	~~010~~	~~Hazardous Materials manifests~~	~~P~~		~~GC 34090~~	
~~200~~	~~011~~	~~Project Files~~	~~P~~		~~GC 34090~~	
~~200~~	~~012~~	~~SPCC – Spill Prevention~~	~~P~~		~~GC 34090~~	
~~200~~	~~013~~	~~Tailgate Safety Meetings – sign in sheet~~	~~C + 2~~		~~GC 34090~~	
~~**Purchasing**~~						
~~200~~	~~014~~	~~Bids/Quotations~~	~~City Clerk Audit + 5~~	~~C~~	~~PC 273.5; PC 273.6; PC 646.9~~	~~PC 273.5 amended by SB 1005 (2016)~~
~~200~~	~~015~~	~~Price Lists/Catalogs/Brochures~~	~~2~~	~~2~~	~~GC 34090~~	
~~200~~	~~016~~	~~Purchasing Records~~	~~C + 4~~	~~2~~	~~GC 34090~~	
~~200~~	~~017~~	~~RFQ's~~	~~C + 4~~	~~C + 4~~	~~GC 34090~~	
~~200~~	~~018~~	~~Service Agreements/Purchase Orders/ Requisitions~~	~~C + 4~~	~~2~~	~~GC 34090~~	
CITY ATTORNEY						
300	001	Boards and Commissions	5		GC 34090	
300	002	Bonds	10		GC 34090	City Clerk keeps C + 2

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
300	003	City Attorney personnel files	C + 2		GC 34090	
300	004	City owned facilities/properties files	10		GC 34090	
300	005	Claims / Potential Claims	5		GC 34090	
300	006	Code Enforcement • Administrative citations • Compliance documents	2 5 10		GC 34090(d)	
300	007	Conflict of interest – documents and opinions	5		GC 34090	
300	008	Districts – PBID	C + 5		GC 34090	
300	009	Easements	10		GC 34090	
300	010	Employee disciplinary actions, grievances, complaints and investigations	C + 2		GC 34090	
300	011	Grand Jury	10		PC 930 et seq.	
300	012	Legal Service Agreements	10		GC 34090	
300	013	Litigation Files (includes Pitchess Motions and Administrative)	City Attorney P		GC 34090	
300	014	Ordinance files	10		GC 34090	
300	015	Railroad	5		GC 34090	
300	016	Project Files	10		GC 34090	
300	017	Property Acquisitions	P		GC 34090(a)	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
300	018	Small Claims	C + 2		GC 34090	
300	019	Stop Payment Notices	C + 4		GC 34090	City Clerk retains for C + 2
300	020	Subpoenas	5		GC 5254	
300	021	Taxes	5		GC 34090	
CITY CLERK						
400	001	AB1234 Certificates	T + 1			
400	002	Agreements – Executed	P		GC 34090; CCP 337; CCP 343	At least 4 years
400	003	Bids / RFQ's (over council limit) • Successful Unsuccessful	 7 2		GC 34090; CCP 337	
400	004	Applications, Boards, ~~&~~ Commissions, Committees ~~Files~~	~~T + 5~~CL + 2	2	GC 34090; GC 34090(e) for minutes, bylaws and resolutions	
400	005	Bonds and Securities	C + 2		GC 53921; GC 43900; CCP 337.5	
400	006	Ceremonial Resolutions and Proclamations	2		GC 34090	
400	007	Charter Files	P	10	GC 34090(e); GC 34458-60	
400	008	Council Appointment Process	P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
400	009	Council Salary Amendments	P		GC 34090	
400	010	Elections	7		GC 34090	
400	011	Elections: Certificates of Election, Oaths of Office and Applications	5		GC 34090	
400	012	Grand Jury	10	2	GC 34090	
400	013	Municipal Code Revisions and Updates	P			
400	014	Notice of Adjournment	2		GC 34090	
400	015	Passport Transmittal Receipts	C + 2		GC 34090	
400	016	Records Management: Retention Schedules	S + 4		GC 34090; CCP 343	
400	017	Authorization to Destroy Certificates	P	2	GC 34090.5	
400	018	• Stored Records Lists	S	S	GC 34090	
400	019	Public Records Requests	C + 2		GC 34090	
400	020	Resolutions & Ordinances	P		GC 34090(e)	
400	021	Stop Notices and Preliminary Notices	C + 2		GC 34090	
400	022	Tort Claims / Liability Claims	C + 5	2	GC 34090; GC 25105.5	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	
CITY MANAGER						
~~500~~	~~001~~	~~Cable Documentation~~	~~P~~		~~GC 34090~~	
500	002	Environmental Review	C + 2	C + 2	GC 34090	
500	003	Fee Estimate Files	5	1	GC 34090	
500	004	Grant Applications	2		GC 34090	
500	005	Nexus Studies	P		GC 34090	
500	006	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
DEVELOPMENT SERVICES						
Building						
600	001	All Construction Finals	P		GC 34090	
600	002	Building Permits w/Inspections	P		H&S 19850; GC 34090	
600	003	Building Permits without Inspections	C + 2		H&S 19850; GC 34090	
600	004	Code Enforcement	C + 5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
600	005	Construction Permit Files	P		GC 34090	Electronic files
600	006	Daily Inspection List	3		GC 34090	
600	007	Encroachment Permits and Grading Permits (temporary in Nature)	C + 2		GC 34090	
600	008	Encroachment Permits (permanent)	P		GC 34090	
600	009	Plan Checks, Expired – Application & Expiration Notification Letter	C+2		GC 34090	
600	010	Plans – Commercial	P		GC 34090(a); H&S 19850	
600	011	Plans, Customer Residential	C + 1		GC 34090	
600	012	Plans – Production Residential	C + 180 days		GC 34090	
600	013	Tenant Improvement Inspections	P		GC 34090	
Engineering						
600	014	Construction / Design Standards	P		GC 34090	
600	015	Grant Files	C + 7		GC 34090	
600	016	Improvement Plans	P		GC 34090	
600	017	Leases	10		GC 34090	
600	018	Project Files including:			GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
600	019(a)	• Drainage Studies & Watershed Maps	P		GC 34090	Microfilm after 2 years
	019(b)	• Pad Certification	P		GC 34090	Microfilm after 2 years
	019(c)	• Permits (Encroachment, Grading, Trench Cut)	P		GC 34090	Microfilm after 2 years
	019(d)	• Conditions	P		GC 34090	Microfilm after 2 years
	019(e)	• Submittals and Correspondence related	C		GC 34090	Microfilm after 2 years
	019(f)	• Revisions & Correspondence related	C		GC 34090	Microfilm after 2 years
	019(g)	• Punch List	C		GC 34090	Microfilm after 2 years
	019(h)	• COC Package	P		GC 34090	Microfilm after 2 years
	019(i)	• Soil Reports	P		GC 34090(d); CCP 338.1	CCP 337.1 - 5 years
	019(j)	• As Built Plans	P		GC 34090	Microfilm after 2 years
600	020	Property Acquisitions	P		GC 34090(a); GC 6254(h); CCP 337.2	
600	021	Recorded Maps and Improvement Plans	P		GC 34090	
600	022	Roseville Community Hospital	P		GC 34090	
600	023	Stormwater Inspection Data	C + 3		GC 34090	
Planning		Administrative draft reports are destroyed upon approval of final reports				
600	024	Annexations / Detachment	P	10	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
600	025	Development Agreements	City Clerk P		GC 34090	
600	026	Easements	P		GC 34090	
600	027	General Plan Files	City Clerk P		GC 34090	
600	028	Grading Plan	P		GC 34090	
600	029	Home Occupation	P		GC 34090	
600	030	Lot Line Adjustments	P		GC 34090	
600	031	Parcel Maps	P	10	GC 34090	
600	032	Permits	P		GC 34090	
600	033	Project Files (includes special projects)	P		GC 34090	
600	034	Sign Files	P		GC 34090	
600	035	Specific Plan Files	P	20	GC 34090	
600	036	Standard Sign Permits	P	C + 2	GC 34090	
600	037	Subdivision Files	P	10	GC 34090	
600	038	Variance	P		GC 34090	
600	039	Voluntary Merger	P		GC 34090	
600	040	Zoning / Rezone	P	5	GC 34090	
ECONOMIC DEVELOPMENT						
Housing						
700	001	Affordable Purchase Client Files	C + 3		GC 34090	
700	002	Affordable Rental Agreement Files – Active – General Correspondence	3		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
700	003	Affordable Rental Agreement Files – Expired	C + 3		GC 34090	
700	004	Affordable Rental Agreements	C	Scanned copy 15 years	GC 34090	
700	005	CDBG Program Files	C + 3		GC 34090 24 CFR 570, 503	
700	006	First Time Homebuyer Client Files	C + 3		GC 34090	
700	007	First Time Homebuyer Wait List Files	3		GC 34090	
700	007.1	Grant Applications	2		GC 34090	
700	008	HCV Program – Housing Assistance Payments/Check Stubs	2		GC 34090	
700	009	HCV Program Participant & Applicant	3		GC 34090	
700	010	HOME Applications & Agreements	C + 5		GC 34090	
700	011	HOME Program Client Files	C + 5		GC 34090	
700	012	Housing Authority	City Clerk P		GC 34090	
700	013	Housing Authority – Housing Assistance Payment Check Stubs	2		GC 34090	
700	014	Housing Rehabilitation Client Files	C + 3		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
700	015	Housing Rehabilitation Wait List Files	3		GC 34090	
700	016	Paint Program Client Files	3		GC 34090	
Redevelopment and Successor Agency						
700	017	Bank Statements	P		GC 34090	
700	018	Bond Documents	P		GC 34090	
700	019	Financial Statements and Audit Reports	P		GC 34090	
700	020	Oversight Board Resolutions	P		GC 34090	
700	021	Railroad files	P		GC 34090	
700	022	Redevelopment Projects – Bond Financed	P		GC 34090	
700	023	Redevelopment Projects – Tax Increment Financed	10		GC 34090	
ELECTRIC						
Electric / Risk & Compliance						
800	001	AB32 GHG Emissions Verification Opinions and Inventory Reports	10		GC 34090	
800	002	CEC reports and filings	P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	P		GC 34090	
800	005	NERC Reliability Standards Evidence	S		GC 34090	
800	006	Standard Operating Procedures	P		GC 34090	
Electric / Construction						
800	007	Construction Inspections	P		GC 34090	
800	008	Construction Maintenance Inspection Reports	P		GC 34090	
Electric / Dispatch						
800	009	Audio Recordings – WAPA	1 Corp Yard		GC 34090	
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service Calls / Work Orders	P		GC 34090	
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	014	Drawings	P		GC 34090	
800	015	Project Files – Engineering	P		GC 34090	
800	016	Technical Files	P		GC 34090	
Electric / Generation						
800	017	Construction Drawings	P		GC 34090	
800	018	Equipment Drawings	P		GC 34090	
800	019	Equipment Maintenance Records	P		GC 34090	
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	023.1	Project Files - Engineering	2		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						
800	025	Customer Requested Meter Test Data	P		GC 34090	
800	026	Historical Address Locations & Test Data	P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	027	Power Quality Recordings	P		GC 34090	
800	028	Meter Test Results	P		GC 34090	
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	
Electric / New Services						
800	030	Project Job Files – New Services	P		GC 34090	
Electric / Operations						
800	031	Department of Transportation Driver Proficiency	P		GC 34090	
800	032	Hazard Materials Records	P		GC 34090	
800	033	Maintenance Work Orders	P		GC 34090	
800	034	Meter Tags	1		GC 34090	
800	035	MSDS Sheets	P		GC 34090	
800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	037	Tree Maintenance Inspections	P		GC 34090	
800	038	Vehicle Inspection Forms	90 days		GC 34090	
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Transaction Confirmations	P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	041	Corporate Guarantees	P		GC 34090	
800	042	Greenhouse Gas Verification Documents	P		GC 34090	
800	043	Master Contracts / Agreement	P City Clerk		GC 34090	
800	044	Outside Reports generated for outside agencies or Council	P		GC 34090	
800	045	Oracle Database Warehouse	P		GC 34090	
800	046	Power Transaction Confirmations	P		GC 34090	
800	047	Renewable Transaction Confirmations	P		GC 34090	
800	048	Scheduling Data / Documentation	P		GC 34090	
800	049	Settlement Invoices – ALL	P		GC 34090	
800	050	Settlements – Power Bills – Wire Requests	11 Accts Payable		GC 34090	
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / ~~Rates & Customer Information~~Finance						

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	052	Annual financial reporting for bond issues – continuing disclosure	3 years past bond maturity		GC 34090	
800	053	Cost of Service Study	P		GC 34090	
800	054	Customer Counts	P		GC 34090	
800	055	NOAA Weather	P		GC 34090	
800	056	Official Statements	3 years past bond maturity		GC 34090	
800	057	Quarterly Letter of Credit	3 years past bond maturity		GC 34090	
800	058	Revenue Reports	P		GC 34090	
Electric / Retail						
800	059	EPBI Solar Rebates Paper Applications	5		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes	5		GC 34090	
800	061	PBI solar rebates – paper applications	15		GC 34090	
800	062	Public Benefits rebates – paper applications (non-solar)	5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	063	Shade Tree rebates – paper applications	6		GC 34090	
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	
800	065	MSDS & Hazard Information sign	P		GC 34090	
800	066	SF6 Gas for each substation	P		GC 34090	
800	067	Substation Entry Log Books	10		GC 34090	
800	068	Substation Maintenance Records	P		GC 34090	
Utility Billing						
800	067	Bad Debt Accounts	5	5	GC 34090	
800	068	Customer Deposit Listing	T		GC 34090	
800	069	Customer Files – Inactive	5		GC 34090	
800	070	Monthly Revenue Summary Report	3		GC 34090	
800	071	NAIC Numbers Listing (Proof List)	5		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	072	Payments from Credit Bureau	5		GC 34090(c)	
800	073	Referred to Credit Bureau	5		GC 34090(c)	
800	074	Remittance Stub	3		GC 34090	
800	075	Utility Bills Archives	3		GC 34090	
800	076	Utility Customer correspondence	3		GC 34090	
800	077	Utility Service Orders	2		GC 34090	
Utility Billing						
800	078	Billing Reports – Abrd & Upload reports	2		GC 34090(c)	
800	079	Meter Reading Audit report	2		GC 34090(c)	
Utility Customer Service						
800	080	Abd – Automatic Bank Draft requests	3		GC 34090(c)	
800	081	Cash Receipt – Utility Payments	3		GC 34090(c)	
800	082	ERAP/Med Applications (Electric Rate Assist Applications)	3		GC 34090	
800	083	Payment Agreements	3		GC 34090	
800	084	Returned Checks	3		GC 34090	
800	085	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10	10	GC 34090	
900	002	Water Service	5	5	GC 34090	
900	003	Water Treatment Plant Files	5	5	GC 34090	
900	004	Water Waste Notice	1	1	GC 34090	
900	005	Wastewater Treatment Plant Files	5	5	GC 34090	
Business Services						
900	006	Annual Financial Reporting for Bond Issues – Continuing Disclosures	10 yrs. Past bond maturity		GC 34090	
900	007	Bond Documents	10 yrs. Past bond maturity		GC 34090	
900	008	Budget Documents	CU + 6		GC 34090	
900	009	Official Statements	10 yrs. Past bond maturity			
900	010	Policies and Procedures	S + 5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
900	011	Prop. 218 Protests	CL + 2		GC 53755	Written protests should be kept for two years following the date of the public hearing
900	012	Rates	CU + 4		GC 34090	
South Placer Wastewater Authority JPA						
900	013	SPWA Board Meeting Files	P		GC 34090	
900	014	SPWA Minutes & Resolutions	P		GC 34090	
FINANCE						
Accounts Payable						
1000	001	1099	5		41 CFR 50 201.501	Records must be kept at least 3 years
1000	002	Paid Invoices & Related Reports	CU + 5		GC 34090	
~~1000~~	~~003~~	~~PCard Receipt Envelopes~~	~~CU + 5~~		~~GC 34090~~	Maintained in Oracle since 2019
1000	004	Quarterly Reports	5		GC 34090	
~~1000~~	~~005~~	~~Wire Transfers~~	~~CU + 5~~		~~GC 34090~~	Moved to cash management
~~**Accounts Receivable**~~		ALL AR ITEMS HAVE BEEN MOVED TO CASH MANAGEMENT				

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
~~1000~~	~~006~~	~~AR Reports~~	~~C + 4~~		~~GC 34090~~	
~~1000~~	~~007~~	~~Bank Statements~~	~~5~~		~~GC 34090~~	
~~1000~~	~~008~~	~~Paid Invoices & Related Reports~~	~~CU + 4~~		~~GC 34090(e)~~	
Budget						
1000	009	Adopted Annual Budget	P		GC 34090	
1000	010	Annual CIP's	P		GC 34090	
1000	011	Budget Adjustments	P		GC 34090	
1000	012	CIP's Carry Over	CU + 4		GC 34090	
1000	013	Indirect Cost Study	P		GC 34090	
1000	014	Managers Review Annual Budget	S		GC 34090	
1000	015	Quarterly Reports	C + 1		GC 34090	
1000	016	Proposed Annual Budget	CU + 2		GC 34090	
Cash Management						
1000	017	AR Paid Invoices	3		GC 34090	
1000	018	AR Reports	3		GC 34090	
1000	019	Assessment Districts – Formation	P			
1000	020	Bank Reconciliation	CU + 5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1000	021	Bank Statements	5		GC 34090	
1000	022	Cash Receipts – Daily Cash	3		GC 34090	
1000	023	Credit Card & Class Credit Card	3		GC 34090	
1000	024	Daily Cash Summary	3		GC 34090	
1000	024.1	Grant Files	C + 3			
1000	025	Investment Report	P		GC 34090; CCP 337; GC 53607	No less than 4 years
1000	026	Wire Transfers	CU + 5		GC 34090	
General Accounting						
1000	026	Documentation for Audits ~~Workbooks~~	P		GC 34090	
1000	027	Bonds – Long Term Debt	C + ~~10~~ 30		GC34090(e); CCP 337.5; GC 53921	
~~1000~~	~~028~~	~~Hwy 65 JPA, SPWA, Single Audit~~	~~P~~		~~GC 34090~~	
1000	029	Community Facilities District	P		GC 34090	
1000	029.1	Cable Documentation	P		GC34090	Formerly with City Mgr.
1000	030	FEMA	CU + 5		GC 34090	
1000	031	Cal EMA	CU + 5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1000	032	Audited Financial Statements~~CAFR~~	P		GC 34090	
1000	033	Fixed Assets	5		GC34090(e); 26 CFR 301 65-1(f)	
1000	034	Franchises	P		GC 34090	
1000	035	Trial Balance~~General Ledger~~	~~5~~ CU + 5		GC 34090	
1000	036	Grant Files	~~CU + 5~~C + 3		GC 34090	
1000	037	Fund Transfers	~~P~~ CU + 5		GC 34090	
1000	038	Journal Entries	~~P~~ CU + 5		GC 34090	
1000	039	Landscape & Lighting Districts	20		GC 34090	
1000	039.1	Petty Cash Custodian Forms	C + 1		GC 34090	
1000	040	State Mandated Costs	CU + 5		GC 34090	
1000	041	Taxes (Other)	5		GC 34090	
1000	041.1	Vehicle Inventory	CU + 1		GC 34090	
Licensing						
1000	042	Licenses (includes applications)	T + 4		GC 34090	
1000	043	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	044	Transient Occupancy Tax Collection	5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
Payroll					GC 34090	
1000	045	Payroll Adjustments listing	7		GC 34090	
~~1000~~	~~046~~	~~DE3 SUI Report~~	~~7~~		~~GC 34090~~	
~~1000~~	~~047~~	~~Deduction & Contribution Register~~	~~5~~		~~GC 34090~~	
1000	048	Deferred Compensation Report	P		GC 34090	
1000	049	Garnishments	CU + 3		GC 34090	
1000	050	Leave Liability /Compensated Absence Reports	5	2	GC 34090	
1000	051	Payroll Check ~~Run Posting Register Payroll Check~~ and EFT Registers	5		GC 34090	
1000	052	Payroll pay, deductions and contribution detail ~~Register~~	7		GC 34090; GC 37207	
1000	053	PERS Report	P		GC 34090	
1000	054	Secondary Labor	10		GC 34090	
1000	055	Time Sheets	7		GC 34090(c); CFR 516.2	
1000	056	Year End – W2 Quarterlys, Back-up	7	2	GC 34090	
Purchasing						
1000	056.1	Bid/Quotations	City Clerk Audit + 5	C	PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1000	056.2	Price Lists/Catalogs/Brochures	2	2	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1000	056.3	Purchasing Records	C + 5	2	GC 34090	
1000	056.4	RFQ's	C + 5	C + 4	GC 34090	
1000	056.5	Contract Purchase Agreements/Purchase Orders/Requisitions	C + 5	2	GC 34090	
Utilities		MOVED TO ELECTRIC				
~~1000~~	~~057~~	~~Bad Debt Accounts~~	~~5~~	~~5~~	~~GC 34090~~	
~~1000~~	~~058~~	~~Customer Deposit Listing~~	~~T~~		~~GC 34090~~	
~~1000~~	~~059~~	~~Customer Files – Inactive~~	~~5~~		~~GC 34090~~	
~~1000~~	~~060~~	~~Monthly Revenue Summary Report~~	~~3~~		~~GC 34090~~	
~~1000~~	~~061~~	~~NAIC Numbers Listing (Proof List)~~	~~5~~		~~GC 34090~~	
~~1000~~	~~062~~	~~Payments from Credit Bureau~~	~~5~~		~~GC 34090(c)~~	
~~1000~~	~~063~~	~~Referred to Credit Bureau~~	~~5~~		~~GC 34090(c)~~	
~~1000~~	~~064~~	~~Remittance Stub~~	~~3~~		~~GC 34090~~	
~~1000~~	~~065~~	~~Utility Bills Archives~~	~~3~~		~~GC 34090~~	
~~1000~~	~~066~~	~~Utility Customer correspondence~~	~~3~~		~~GC 34090~~	
~~1000~~	~~067~~	~~Utility Service Orders~~	~~2~~		~~GC 34090~~	
~~**Utility Billing**~~						
~~1000~~	~~068~~	~~Billing Reports – Abrd & Upload reports~~	~~2~~		~~GC 34090(c)~~	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
~~1000~~	~~069~~	~~Meter Reading Audit report~~	~~2~~		~~GC 34090(c)~~	
~~**Utility Customer Service**~~						
~~1000~~	~~070~~	~~Abd – Automatic Bank Draft requests~~	~~3~~		~~GC 34090(c)~~	
~~1000~~	~~071~~	~~Cash Receipt – Utility Payments~~	~~3~~		~~GC 34090(c)~~	
~~1000~~	~~072~~	~~ERAP/Med Applications (Electric Rate Assist Applications)~~	~~3~~		~~GC 34090~~	
~~1000~~	~~073~~	~~Payment Agreements~~	~~3~~		~~GC 34090~~	
~~1000~~	~~074~~	~~Returned Checks~~	~~3~~		~~GC 34090~~	
~~1000~~	~~075~~	~~Vouchers – Project GO / HEAP / Salvation Army~~	~~3~~		~~GC 34090~~	
FIRE						
1100	001	Ambulance	7		GC 34090	
1100	002	Arson Investigation Files	6		PC 800; PC 801	Bodily Injury – 6 years Structure – 3 years
1100	003	Cost Recovery (DUI, HazMat)	C + 2		GC 34090	
1100	004	EKG Reports	4		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1100	005	EMS Strips	7		GC 34090	
1100	006	Fire Inspection Reports	2	2	GC 34090	
1100	007	Fire Prevention Inspection Files	P		GC 34090	
1100	008	Hazardous Materials Files	P	2	GC 34090	
1100	009	Juvenile Firesetter Files	P		GC 34090	
1100	010	Patient Care Reports	7		GC 34090	
1100	011	Refusal Forms	4		GC 34090	
1100	012	Reports – Incident Reports / Dispatch Calls	5		GC 34090	
1100	013	Weed Abatement	5		GC 34090	
HUMAN RESOURCES						
1200	001	Benefits Files	5	2	GC 34090	
1200	002	Bargaining Units	10	5	GC 34090	
1200	003	Classification / Salary Plan	S + 2	S	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1200	004	Consumer Price Index	2	2	GC 34090	
1200	005	EDD Notices	4		GC 34090	
1200	006	Employee Medical Files	P		GC 34090	
1200	007	Employee Personnel Files	P	C + 2	GC 34090	
1200	008	Labor Relations	P	2	GC 34090	
1200	009	Memoranda of Understanding	P	2	GC 34090	
1200	010	Personnel Board Findings / Opinions / Decisions	P	2	GC 34090	
1200	011	Personnel Board Documents	5	2	GC 34090	
1200	012	Personnel Rules	P	2	GC 34090	
1200	013	Recruitment	C + 3	2	GC 34090	
1200	014	Unemployment Records	T + 3		GC 34090	
1200	015	Volunteer Files	2	2	GC 34090	
Risk Management						
1200	016	Accident / Incident Reports	2	2	GC 34090	
1200	017	CAL OSHA Inspection & Citations	P		GC 34090	
1200	018	Claims	C + 5		GC 25105.5	
1200	019	Employee Training Records	10		GC 34090	
1200	020	FEMA Disaster Claims	10		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1200	021	Insurance Certificates	C + 10		GC 34090	
1200	022	Safety Inspections / Reports / Manuals	2	2	GC 34090	
1200	023	Subrogation Files	C + 5		GC 34090	
1200	024	Workers Compensation	P		GC 34090	
INFORMATION TECHNOLOGY						
1300	001	Citywide, GIS Aerial Photography	P		GC 34090	
1300	002	Citywide, GIS Datasets (active)	C + 2		GC 34090	
1300	003	Citywide, GIS Datasets (inactive)	C + 2		GC 34090	
1300	004	Digital Video Surveillance moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted	1		GC 34090	
1300	005	Digital Video Surveillance not moved into Case Management	30 days			
1300	006	Digital Voicemail / Digital Fax / Radio Communications Recording (non-emergency)	100 days		GC 34090	
1300	007	Disaster Preparedness and Recovery plans	2	2	GC 34090	
1300	008	IT Inventory Records	Life of equipment + 2 years		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1300	009	Programming Source Code	C + 2		GC 34090	
1300	010	Service Requests / Response records	~~C + 2~~P		GC 34090	
1300	011	Standard Operating Procedures , TRGs, Knowledge Articles	3		GC 34090	
1300	012	System Backup Files / Tape Library / Digital Snapshot	3 months		GC 34090	
1300	013	System Log File (Mission Critical / External Agencies)	2		GC 34090	
1300	014	Telecommunication / Cell Phone Billing Records	~~5~~ 1		GC 34090	
1300	015	Telephone / Voicemail Log	45 days		GC 34090	
1300	016	Test System (Program / Database)	No retention		GC 34090	
1300	017	Website Contents / Records	No retention		GC 34090	
1300	018	Office365 – Teams Chat	30 days			
PARKS, RECREATION & LIBRARIES						
1400	001	Department Timecards	3		GC 34090	
1400	002	Facility Rental Applications and Special Event Applications, Contract and Packet	2		GC 34090	
1400	003	Golf Course Files	10		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1400	004	Liability Waivers / Registration or Membership Forms	5		GC 34090	
1400	005	Low Income Applications	2		GC 34090	
1400	006	Park, Facility and Golf Course Construction Folders	P		GC 34090	
1400	007	Park and Playground Maintenance Records	P		GC 34090	
Adventure Club						
1400	008	Behavior Reports	5		GC 34090	
1400	009	Check Stubs from the State or County Office of Education	5		GC 34090	
1400	010	Child Care Grant Files	C + 5		GC 34090	
1400	011	Licensing Staff Files	C + 3		GC 34090	
1400	012	Sign In / Out Sheets, Schedule Agreements	C + 5		GC 34090	
1400	013	Student Files	5		GC 34090	
1400	014	Tuition Agreements	C + 5		GC 34090	
Library						
1400	015	California Public Library Report	5		GC 34090	
1400	016	CLSA Direct Loan Files	5		GC 34090	
1400	017	Library Card Records	T + 2		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1400	018	Log Books / Security Guard Documents	5	2	GC 34090	
1400	019	Public Library Fund Report	5		GC 34090	
1400	020	Reconsideration of Material Forms	P		GC 34090	
1400	021	Survey Forms	2		GC 34090	
1400	022	Statistical Reports	5		GC 34090	
Open Space					GC 34090	
1400	023	Arborist Reports	P		GC 34090	
1400	024	Annual Biological Monitoring Reports	P		GC 34090	
1400	025	Open Space Preserve records	P	2	GC 34090	
1400	026	Tree Maintenance Inspections	P		GC 34090	
POLICE						
1500	001	Accident Review Board Investigations - Preventable collisions • Resulting in discipline - Non-preventable collisions	~~5~~ 2 5 2		GC 34090	
1500	002	Animal Control Documents Bite Reports / Quarantine / Cites	3		GC 34090	
1500	003	Arrest Files of Deceased Persons	2		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	004	Asset Seizure Records	CL + 2		GC 34090	
1500	005	AVL (Auto Vehicle Location)	1		GC 34090	
1500	006	Audio Recordings • 911 Calls Emergency Radio	100 days 2 2		GC 34090.6	
1500	007	Background files for City applicants not hired	5		GC 34090	
1500	008	Background Request with no history	2		GC 34090	
1500	009	Background Request with history	5		GC 34090	
~~1500~~	~~010~~	~~Bail Receipts~~	~~2~~		~~GC 34090~~	
~~1500~~	~~011~~	~~Booking folder with No Activity~~	~~10~~		~~GC 34090~~	
1500	012	Citations	5		GC 34090	
1500	013	~~Citizen~~ Complaints – External (citizen complaints, allegations of misconduct) - Resulting in internal investigation - NOT resulting in internal investigation (inquiries, etc) Complaints – Internal - Resulting in internal investigation - NOT resulting in internal investigation~~/ Reports / Findings~~	~~5~~ 5 2 5 2		GC 34090	
1500	014	Court Transmittals	2		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	015	DA Rosters	2		GC 34090	
~~1500~~		~~Daily Jail Roster~~	~~2~~		~~GC 34090~~	
1500	016	Death Investigation Reports	10		GC 34090	
1500	017	Dispatch / Telephone / 911 calls printout ~~and tapes~~	2		GC 34090	
1500	018	DMV, Suspended, Revoked Notices	3		GC 34090	
1500	018.1	Employee sick leave, leave request and overtime forms	2		GC 34090	
1500	019	Equipment citations	3		GC 34090	
1500	020	Field Interrogation Cards	C + 2		GC 34090	
1500	021	Gang Validation forms (not enough info to qualify OR the person had no gang contacts for 5 years)	5		GC 34090	
1500	022	Juvenile Disposition Forms/ Sealings	5		GC 34090	
1500	023	LIDAR Enforcement Logs	2		GC 34090	
1500	024	Marijuana Filings	2		GC 34090	
1500	025	Officer's Daily Activity Sheets	2			
1500	026	Parking violation citations / Reviews	2		GC 34090; GC 40215	
1500	027	Pawn Slips	3		B&P 21628; GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	028	Permit files – Expired	5		GC 34090	
1500	029	Personnel Files (no longer employed)	5		GC 34090	
1500	030	Pistol Sales Reports	2		GC 34090	
1500	031	Police Surveillance Videos moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.7	
1500	032	Police Surveillance Videos not moved into Case Management	30 days		GC 34090.3	For uneventful, routine video recordings
1500	033	Property Logs	7		GC 34090	
1500	034	Radio Logs	7		GC 34090	
1500	035	Reports: • Stored/Impounded Vehicle Reports • Injury Attempt Suicide Reports • Lost and Found Reports • Missing Persons Reports • Services (Incident) Reports	5	2	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	036	Reports: • Non-Injury Accident Report • Injury Accident Reports • Felony Crime • Monthly Statistic	7	2	GC 34090	
1500	037	Repossession Reports	2		GC 34090	
1500	038	Retraining Orders	C		PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1500	039	Subpoena Records	3		GC 34090	
1500	040	Swap Meet Seller forms	3		GC 34090	
1500	041	Use of Force reviews - Resulting in discipline - NOT resulting in discipline	~~5~~ 5 2		GC 34090	
1500	042	Vehicle Pursuit Reviews - Resulting in discipline - NOT resulting in discipline	~~5~~ 5 2		GC 34090	
1500	043	Yana Application & Call Logs	2		GC 34090	
PUBLIC WORKS						
Alternative Transportation						
1600	001	ADA Para Transit Files	C + 1		GC 34090	
1600	002	Bicycle Path Files	10	2	GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	003	Bus Shelter	C + 3	2	GC 34090	
1600	004	Customer Complaints, Reports, Findings	FTA Review Period + 3		GC 34090	
1600	005	Discount Photo Card Applications	3		GC 34090	
1600		FTA Audit Materials	S + 1		GC 34090	
1600	006	Grant Files	C + 3		GC 34090	
1600	007	Grants – Proposition 1B	C + 35		GC 34090	
1600	008	Bus Video (moved into Case Management	2		GC 34090	
1600	009	Bus Video (not moved into Case Management	30 days		GC 34090	
1600	010	National Transit Database Report Files	FTA Review Period + 3		GC 34090	
1600	011	Passenger Incident Report	FTA Review Period + 3		GC 34090	
1600	013	Roseville Transit Boarding & Alighting Sheets	FTA Review Period + 3		GC 34090	
1600	016	Transit Contractors Monthly Reports	FTA Review Period + 3		GC 34090	
1600	017	Transit Pass Purchase Requests	2		GC 34090	
1600	018	Transportation Development Act Files	C + 3		GC 34090	
1600	019	Transportation Planning Files	S + 2		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	020	Transportation Project Files	C + 10		GC 34090	
1600	021	TSM Files – no TSM Plan, No Bikeway Issues and no Transit Issues	3	2	GC 34090	
1600	022	TSM Files – with TSM Plan, Bikeway Issues or Transit Issues	P	2	GC 34090	
1600	023	TSM Survey	6	2	GC 34090	
1600	024	Daily Bus Reports	2	2	GC 34090	
Engineering						
1600	025	CIP	C + 2 _____ For Federally Funded Projects C + 3	C + 2	GC 34090	
1600	026	Contract Administration Files	C + 2 _____ For Federally Funded Projects C + 3		GC 34090	
1600	027	Flood Control	20		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	027.1	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
1600	028	Sidewalks & Curbs	C + 2		GC 34090	
1600	029	Soil Reports	P		GC 34090	
1600	030	Specifications	P		GC 34090	
1600	031	Streets Projects/Assignments to Street Maintenance & Contractors	P	5	GC 34090	
1600	032	Traffic Files	5		GC 34090	
1600	033	• Photo Red Light	5		GC 34090	
1600	034	• Traffic Signals (Warrants & Timing)	5		GC 34090	
	035	• Traffic Studies	10		GC 34090	
1600	036	• USA's	2		GC 34090	
	037	• Traffic Control Plans	2		GC 34090	
Facilities						
1600	037.1	Asset Transfer and Inventory forms	2	2	GC 34090	
1600	037.2	Cardkey Records	1	1	GC 34090	
1600	037.3	Facilities	10		GC 34090	
1600	037.4	Air Pollution Control District	2	2	GC 34090	
1600	037.5	Alarm Information	3		GC 34090	
1600	037.6	Fire Damage Repair Reports	3		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	037.7	Fire Inspection Reports	C + 3		UFC 103.3..4; GC 34090	
1600	037.8	Fire Sprinkler Tests	5	2	UFC 103.3.4; GC 34090	
1600	037.9	Invoice Copies	2		GC 34090	
1600	037.10	Hazardous Materials manifests	P		GC 34090	
1600	037.11	Project Files	P		GC 34090	
1600	037.12	SPCC – Spill Prevention	P		GC 34090	
1600	037.13	Tailgate Safety Meeting – sign in sheet	P		GC 34090	
Fleet Services						
1600	037.14	BIT Inspections (B,C,N,O,W & Y)	C + 2		GC 34090	
1600	037.15	Equipment Auction Records	2		GC 34090	
1600	037.16	Equipment Sale/Trade Records (non-auction)	10		GC 34090	
1600	037.17	Equipment Title & Registration	CL		GC 34090	
1600	037.18	Fuel Tank Records	5		GC 34090	
Street Maintenance						
1600	038	Daily Worksheets, Stand-By Worksheets	2	2	GC 34090	
1600	039	Engineering Project Requests	2	2	GC 34090	
1600	040	Oversize Load Transportation Permits	2	2	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	041	Service Requests & Work Orders for Street Maintenance Assets	P		GC 34090	
1600	042	Traffic Control Plans	2	2	GC 34090	

NON RECORDS

No Retention Schedule

DESCRIPTION OF RECORDS	COMMENTS
Instant Messaging / Text Messaging	Reference San Jose Ruling
Library Materials	
Non City Posters, Brochures and Flyers	
Non City Press Releases	
Price Lists, Catalogs, Brochures	
Publications from outside sources	
Testing and Development System	
Transitory Records/Drafts	
Website Contents & Records	

COUNCIL COMMUNICATION

CC #: 1285
File #: 0113-02 & 0709

Title:	Solar Installation Project – Community Development Block Grant Agreement Amendment
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the Second Amendment to the subrecipient agreement between the City of Roseville and Advocates for Mentally Ill Housing (AMIH), which extends the AMIH Main Street Solar project deadline, and authorize the City Manager to execute it.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). On April 17, 2019, the City Council adopted the FY2019-20 CDBG Annual Action Plan (Resolution 19-140) approving $85,500 in funding for a capital improvement project for the AMIH owned property located at 319 Main Street. The project scope included the installation of a rooftop solar system for the permanent supportive housing units at this site.

The project has experienced several unforeseen delays. Initially, AMIH had issues with receiving bids for the project scope which resulted in the first amendment to the original agreement and extended the deadline to January 31, 2021. Although staff with AMIH and Citadel, the solar contractor, have been working diligently to complete project by the deadline, at this time, it is apparent that the extended deadline will not be met due to persisting project delays. Factors contributing to the delay in project completion include a devastating fire at the residence that not only displaced all tenants but also stopped all work on the solar installation until the property could be brought back up to code. Therefore, staff requests approval of a second extension to the project deadline to June 30, 2021 to allow ample time for the project to be completed.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the AMIH Solar

project was approved with the adoption of the FY2019-20 CDBG Annual Action Plan. This item does not impact the City's General Fund.

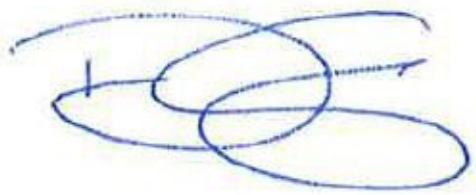
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-065

Second Amendment AMIH Solar Project

RESOLUTION NO. 21-065

APPROVING A SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Community Development Block Grant Agreement for the Main Street Solar project, by and between the City of Roseville and Advocates for Mentally Ill Housing, has been reviewed by City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

FOR MAIN STREET SOLAR PROJECT

Grant No. B-18-MC-06-0043

CFDA 14.218

THIS SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY") and Advocates for Mentally Ill Housing, Inc., a California nonprofit corporation ("SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, CITY and SUBRECIPIENT previously entered into a Community Development Block Grant Agreement dated November 20, 2019 and amended May 20, 2020 ("Agreement") regarding Main Street solar project ("Project");

WHEREAS, CITY desires to amend the Agreement to extend the term.

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the Agreement shall be amended by adding an additional sentence to read as follows:

"The term of this Agreement shall be extended to June 30, 2021."

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment 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 SUBRECIPIENT has caused this Second Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

ADVOCATES FOR MENTALLY ILL HOUSING, INC., a California nonprofit corporation

BY: _____
its: President of Board
Suzi deBoisset, MA

and

BY: _____
its: SECRETARY
Tom DRAKE

COUNCIL COMMUNICATION

CC #: 1266
File #: 0800-03

Title: 2019 Power Content Label Reports
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to attest to the veracity of the 2019 Power Content Label Reports.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. The regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the PSD and Power Content Label (PCL). Roseville Electric Utility generally submits a PSD Report to the California Energy Commission (CEC) by June 1st of each year, though that deadline was changed to July 20 in 2020 by the CEC as it incorporated new regulatory requirements into its processes. The veracity of the 2019 PSD Reports were attested to in a resolution approved by the Roseville City Council at its July 15, 2020 meeting.

The data contained in the PSD Report is subsequently used to prepare the annual Power Content Label (PCL) Report, which is mailed to Roseville's customers and posted on Roseville Electric's website. Beginning in 2019, Roseville has two electricity products: its general electricity product and its Roseville Community Solar product. This resolution approves the 2019 PCL Report submissions, serving as the attestation to the veracity of the report.

Roseville's contracts provide flexibility to energy providers on the timing of renewable energy deliveries, which can result in year to year variability in Roseville's power sources. Roseville's existing contracts ensure it will be in full compliance with the State Renewable Portfolio Standard (RPS) through 2024.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2019 Power Content Label Reports.

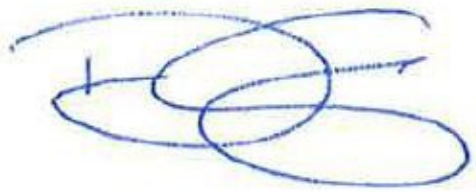
ENVIRONMENTAL REVIEW

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 2019 Power Content Label Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-050

Revised City of Roseville Power Content Label 2019

RESOLUTION NO. 21-050

APPROVING SUBMISSION OF THE 2019 ANNUAL POWER CONTENT LABEL REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner; and

WHEREAS, the regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the Power Source Disclosure (PSD) and Power Content Label (PCL); and

WHEREAS, Roseville Electric Utility generally submits a PSD Report to the California Energy Commission (CEC) by June 1st of each year, though that deadline was changed to July, 20 in 2020 by the CEC as it incorporated new regulatory requirements into its processes; and

WHEREAS, the veracity of the 2019 PSD Reports were attested to in a resolution approved by the Roseville City Council at its July 15, 2020 meeting; and

WHEREAS, Roseville Electric Utility staff has prepared the 2019 Annual Power Content Label Reports to the CEC in accordance with the Power Content Label Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it has approved the submission of the 2019 Annual Power Content Label Reports to the CEC and hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2021, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Version: October 2020

2019 POWER CONTENT LABEL

City of Roseville

roseville.ca.us/pcl

ENERGY RESOURCES	Roseville Electric	Roseville Community Solar	2019 CA Power Mix
Eligible Renewable[1]	**29.9%**	**100.0%**	**31.7%**
Biomass & Biowaste	0.0%	0.0%	2.4%
Geothermal	9.4%	0.0%	4.8%
Eligible Hydroelectric	0.6%	0.0%	2.0%
Solar	9.3%	100.0%	12.3%
Wind	10.7%	0.0%	10.2%
Coal	**0.0%**	**0.0%**	**3.0%**
Large Hydroelectric	**44.8%**	**0.0%**	**14.6%**
Natural Gas	**22.3%**	**0.0%**	**34.2%**
Nuclear	**2.2%**	**0.0%**	**9.0%**
Other	**0.0%**	**0.0%**	**0.2%**
Unspecified sources of power[2]	**0.8%**	**0.0%**	**7.3%**
TOTAL	**100%**	**100%**	**100%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]	**0.0%**	**0.0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity product, contact:	**City of Roseville - Roseville Electric Utility (916) 79-POWER**
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

2019 POWER CONTENT LABEL
GENERAL INSTRUCTIONS

Please note: Power Source Disclosure (PSD) regulations require that retail suppliers use the Power Content Label (PCL) template posted annually, and retail suppliers may not edit the PCL template in any way.

Please follow these instructions:

1. If you offer a single electricity portfolio for your customers, please use the PCL template located on the "PCL - Single Portfolio" tab. **If you offer additional portfolios, use the PCL template which correlates with the number of portfolios offered.**

2. Enter the Retail Supplier Name in Row 3 of each applicable template.

3. Enter the Website URL for PCL Posting in Row 4 of each applicable template.

4. If you use any of the templates with more than one portfolio, enter the names for each product in the spaces provided.

5. Enter the percentages of total retail sales for each resource and unbundled RECs calculated in your PSD Annual Report (Schedule 3) on the appropriate lines. Note that the line for Eligible Renewable will calculate automatically based on data entry in the specific category lines. The resources must add up to 100%. The template automatically rounds each fuel type to the nearest tenth of a percent.

6. Enter the retail supplier name and phone number at the bottom of the Label.

7. Submit an electronic copy (in both Excel and PDF formats) of the final version of the PCL to the Energy Commission at: PSDprogram@energy.ca.gov

8. Provide the PCL to customers as required by the PSD Regulation: https://efiling.energy.ca.gov/GetDocument.aspx?tn=232986&DocumentContentId=65451

If you have questions, please contact Energy Commission staff at 916-653-0237 or PSDprogram@energy.ca.gov

Version: October 2020

2019 POWER CONTENT LABEL

(Insert Retail Supplier Name)

(Insert Website URL for PCL Posting)

ENERGY RESOURCES	Power Mix	2019 CA Power Mix
Eligible Renewable[1]	**0.0%**	**31.7%**
Biomass & Biowaste	0.0%	2.4%
Geothermal	0.0%	4.8%
Eligible Hydroelectric	0.0%	2.0%
Solar	0.0%	12.3%
Wind	0.0%	10.2%
Coal	**0.0%**	**3.0%**
Large Hydroelectric	**0.0%**	**14.6%**
Natural Gas	**0.0%**	**34.2%**
Nuclear	**0.0%**	**9.0%**
Other	**0.0%**	**0.2%**
Unspecified sources of power[2]	**0.0%**	**7.3%**
TOTAL	**100%**	**100%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]	**0.0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity product, contact:	**(Retail Supplier Name)** **(Retail Supplier Phone Number)**
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

Version: October 2020

2019 POWER CONTENT LABEL

(Insert Retail Supplier Name)

(Insert Website URL for PCL Posting)

ENERGY RESOURCES	(Portfolio 1 Name)	(Portfolio 2 Name)	(Portfolio 3 Name)	2019 CA Power Mix
Eligible Renewable[1]	**0.0%**	**0.0%**	**0.0%**	**31.7%**
Biomass & Biowaste	0.0%	0.0%	0.0%	2.4%
Geothermal	0.0%	0.0%	0.0%	4.8%
Eligible Hydroelectric	0.0%	0.0%	0.0%	2.0%
Solar	0.0%	0.0%	0.0%	12.3%
Wind	0.0%	0.0%	0.0%	10.2%
Coal	**0.0%**	**0.0%**	**0.0%**	**3.0%**
Large Hydroelectric	**0.0%**	**0.0%**	**0.0%**	**14.6%**
Natural Gas	**0.0%**	**0.0%**	**0.0%**	**34.2%**
Nuclear	**0.0%**	**0.0%**	**0.0%**	**9.0%**
Other	**0.0%**	**0.0%**	**0.0%**	**0.2%**
Unspecified sources of power[2]	**0.0%**	**0.0%**	**0.0%**	**7.3%**
TOTAL	**100%**	**100%**	**100%**	**100%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]	**0.0%**	**0.0%**	**0.0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

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For specific information about this electricity product, contact:	**(Retail Supplier Name)** **(Retail Supplier Phone Number)**
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

Version: October 2020

2019 POWER CONTENT LABEL

(Insert Retail Supplier Name)

(Insert Website URL for PCL Posting)

ENERGY RESOURCES	(Portfolio 1 Name)	(Portfolio 2 Name)	(Portfolio 3 Name)	(Portfolio 4 Name)	2019 CA Power Mix
Eligible Renewable[1]	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**31.7%**
Biomass & Biowaste	0.0%	0.0%	0.0%	0.0%	2.4%
Geothermal	0.0%	0.0%	0.0%	0.0%	4.8%
Eligible Hydroelectric	0.0%	0.0%	0.0%	0.0%	2.0%
Solar	0.0%	0.0%	0.0%	0.0%	12.3%
Wind	0.0%	0.0%	0.0%	0.0%	10.2%
Coal	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**3.0%**
Large Hydroelectric	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**14.6%**
Natural Gas	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**34.2%**
Nuclear	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**9.0%**
Other	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.2%**
Unspecified sources of power[2]	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**7.3%**
TOTAL	**100%**	**100%**	**100%**	**100%**	**100%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]	**0.0%**	**0.0%**	**0.0%**	**0.0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

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For specific information about this electricity product, contact:	**(Retail Supplier Name)** **(Retail Supplier Phone Number)**
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

COUNCIL COMMUNICATION

CC #: 1282
File #: 0800-03

Title:	Western Area Power Administration Electric Service Base Resource - Agreement
Contact:	Brian Schinstock 916-746-1658 bschinsock@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the Contract for Electric Service Base Resource with the Western Area Power Administration (WAPA).

BACKGROUND

On July 19, 2000 the City Council adopted resolution 00-320 authorizing the City Manager to execute the Contract for electric service between the City of Roseville and WAPA, known as Base Resource. The Base Resource is made up of a series of hydroelectric generating facilities, which are part of the Central Valley Project (CVP), that provide Roseville up to 15% of its annual energy needs. The energy is carbon-free with a small portion eligible as renewable which aids in meeting California's latest clean energy bill, Senate Bill 100.

Beginning in 2016, and continuing until this year, Roseville staff has worked diligently with WAPA and the other customers on negotiating the attached Base Resource Contract. The contract provides Roseville a 4.76605% share of Base Resource hydropower for a commensurate share of the costs. The terms are similar to the current contract, which expires December 31, 2024, with some notable improvements such as a termination clause where Roseville has the option to reduce ownership or terminate once every five years or when there is a new rate schedule. Other improved terms clearly identify Roseville as the owner of the environmental attributes and the capacity of the project.

Executing the contract also obligates Roseville to contribute toward a share of the costs associated with the Central Valley Project Improvement Act (CVPIA). The CVPIA was created to mitigate environmental impacts of the CVP by changing water management practices, lessen the ecological impacts in the Bay Delta, and fund associated environmental habitat restoration projects. The City, along with several co-plaintiffs, are currently engaged in a lawsuit against the US Bureau of Reclamation that is aimed at limiting the costs that power customers have been, and are being, charged for various CVPIA restoration efforts. Even with the uncertainty around CVPIA costs, staff believes that the WAPA Base Resource Contract is an important and cost-

effective component of the City's power supply.

FISCAL IMPACT

The Base Resource contract is cost-based. Each year the customers must pay the project costs and the generation output of the project varies dependent on hydrology. Roseville's annual costs under the proposed Base Resource contract are estimated to be approximately $3,500,000, escalating 3% per year. CVPIA obligations add approximately $1,000,000 per year, for a total of $4,500,000. Under past and current market conditions, potential alternatives to this agreement are estimated to cost $5,500,000 per year. The cost of the Base Resource contract is budgeted in the Electric Fund's operating budget and has no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

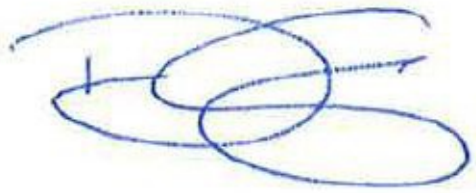
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of the Western Area Power Administration 2025 Base Resource Contract meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Schinstock, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-062

2025 WAPA Base Resource Contract

RESOLUTION NO. 21-062

APPROVING CONTRACT 20-SNR-02307 FOR ELECTRIC SERVICE BASE RESOURCE, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Contract 20-SNR-02307 for Electric Base Resource, between the United States Department of Energy, Western Area Power Administration, Sierra Nevada Region, 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 Contract 20-SNR-02307 for Electric Service Base Resource 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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract 20-SNR-02307

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE

BASE RESOURCE

WITH

CITY OF ROSEVILLE

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

CITY OF ROSEVILLE

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Signature Clause
Resolution/Certificate

General Power Contract Provisions

Exhibit A – Base Resource Percentage and Point(s) of Delivery
Exhibit B – Exchange Program
Exhibit C – Regulation and Reserves
Exhibit D – Rate Schedule

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

CITY OF ROSEVILLE

1. **PREAMBLE**: This Contract is made this _____ day of _____, 20___, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called the Contracting Officer; and CITY OF ROSEVILLE, a municipal corporation, duly organized, created, and existing under and by virtue of the the laws of the State of California, hereinafter called the Contractor or Roseville, its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

2. **EXPLANATORY RECITALS**:

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

///

2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan sets forth how WAPA's Sierra Nevada Region will market the power generated from the CVP and Washoe Project.

2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will provide 98 percent of available CVP power to its existing Customers. Existing Customers will have the right to extend 98 percent of their current Base Resource percentage as provided in the Marketing Plan and under the terms and conditions of this Contract.

2.5 On June 17, 2019, WAPA's Notice of Final 2025 Resource Pool Allocations was published in the Federal Register (84 FR 28039), and Roseville received an allocation.

2.6 Roseville desires to purchase and WAPA is willing to provide a percentage of the Base Resource consistent with the Marketing Plan and the terms and conditions of this Contract.

2.7 Under the Marketing Plan, WAPA requires that its Customers schedule power in accordance with applicable operating requirements, including those of the balancing authority area operator and WAPA's sub-balancing authority area requirements.

///

2.8 WAPA markets power to Federal Preference Customers at the lowest possible rates consistent with sound business principles pursuant to Section 1.1 of Delegation Order 00-037.00B.

3. **AGREEMENT**:

The Parties agree to the terms and conditions set forth herein.

4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

4.1 This Contract shall become effective on the date of execution and shall remain in effect until midnight of December 31, 2054, subject to prior termination as otherwise provided for herein.

4.2 Roseville may reduce its Base Resource percentage or terminate this Contract for any reason through June 30, 2024.

4.3 The date of initial service under this Contract is January 1, 2025.

5. **DEFINITION OF TERMS**:

As used herein, the following terms whether singular or plural, or used with or without initial capitalization, shall have the following meanings:

5.1 “Ancillary Services” means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the transmission system in accordance with Good Utility Practice.

5.2 “BANC” means the Balancing Authority of Northern California or its successor.

///

5.3 “Base Resource” means CVP and Washoe Project power (capacity and energy) output determined by WAPA to be available for Customers, including the Environmental Attributes, only after meeting the requirements of Project Use and First Preference Customers, and any adjustments for maintenance, reserves, system losses, and certain ancillary services.

5.4 “Base Resource Operating Capability” means that portion of the Maximum Operating Capability that WAPA determines to be available to Customers in any hour.

5.5 “CAISO” means the California Independent System Operator or its successor.

5.6 “Capacity” means the electrical capability of a generator, transformer, transmission circuit or other equipment.

5.7 “Central Valley Project (CVP)” means the multipurpose Federal water development project extending from the Cascade Range in northern California to the plains along the Kern River, south of the City of Bakersfield.

5.8 “Custom Product” means a combination of products and services which may be made available by WAPA per Customer request.

5.9 “Customer” means an entity with a contract and receiving electric service from WAPA’s Sierra Nevada Region.

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5.10 “Energy” means capacity measured in terms of the work it is capable of doing over a period of time; electric energy is usually measured in kilowatthours or megawatthours.

5.11 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Base Resource, and its avoided emission of pollutants.

5.12 “FERC” means the Federal Energy Regulatory Commission or its successor.

5.13 “First Preference Customer” means a Preference Customer within a county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity River Division Act (69 Stat. 719) and the New Melones Project provisions of the Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

5.14 “Full Load Service Customer” means a Customer that will have its entire load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for those delivery point(s) performed by WAPA.

5.15 “Marketing Plan” means WAPA’s final 2025 Power Marketing Plan for the Sierra Nevada Region.

5.16 “Maximum Operating Capability” means the maximum electrical capability from CVP generation available to produce energy, capacity and/or provide ancillary services in any one or more hours.

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5.17 “Minimum Base Resource” means the amount of Base Resource energy generated each hour as a result of CVP minimum water releases.

5.18 “NERC” means the North American Electric Reliability Corporation or its successor.

5.19 “Operating Reserves” means the combination of spinning and non-spinning reserves required to meet WECC, NERC, and operating requirements, including those of the balancing authority area or WAPA’s sub-balancing authority area.

5.20 “Portfolio Manager” means an entity responsible for determining balanced hourly load and resource schedules for a Customer.

5.21 “Power” means capacity and energy.

5.22 “Preference” means the requirements of Reclamation Law that provide for preference in the sale of Federal power be given to certain entities, such as governments (state, Federal and Native American), municipalities and other public corporations or agencies, and cooperatives and other nonprofit organizations financed in whole or in part by loans made pursuant to the Rural Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939, Section 9(c), 43 USC 485h(c)).

5.23 “Primary Marketing Area” means the area generally encompassing northern and central California, extending from the Cascade Range to the Tehachapi Mountains and west-central Nevada.

///

5.24 “Project Use” means power as defined by Reclamation Law and/or used to operate CVP and Washoe Project facilities.

5.25 “Rate” means the monetary charge or the formula for computing such a charge for any electric service provided by WAPA, including but not limited to charges for capacity (or demand), energy, or transmission service; however, it does not include leasing fees, service facility charges, or other types of facility use charges. A Rate will be set forth in a Rate Schedule or in a contract.

5.26 “Rate Adjustment” means a change in an existing Rate or Rates, or the establishment of a Rate or Rates for a new service. It does not include a change in Rate Schedule provisions or in contract terms, other than changes in the price per unit of service, nor does it include changes in the monetary charge pursuant to a formula stated in a Rate Schedule or a contract.

5.27 “Rate Adjustment Procedures” means those procedures for Rate Adjustments developed by WAPA, Department of Energy (DOE) or FERC which include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and 18 CFR 300, as may be amended.

5.28 “Rate Effective Date” means the first date of the billing period to which a Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to the Customers of the Rate Effective Date.

5.29 “Rate Schedule” means a document identified such as a “Rate Schedule,” “Schedule of Rates,” or “Schedule Rate” which designates the Rate or Rates applicable to a class of service specified therein and may contain other terms and conditions relating to the service. On the effective date of this Contract,

18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for a period that exceeds five (5) years. The Rate Schedule shall include the Rate Effective Date and the effective period of the Rate Schedule.

5.30 "Regional Transmission Organization (RTO)" means an organization that meets the minimum characteristics and performs the minimum functions specified in FERC Order 2000, as that order may be amended or superseded.

5.31 "Regulation" means the service provided by generating units equipped and operating with automatic generation control which will enable such units to respond to direct control signals in an upward or downward direction to match, on a real time basis, demand and resources, consistent with WECC, NERC, and the balancing authority area operator's criteria.

5.32 "Scheduling Coordinator" means an entity that is responsible for providing hourly load and resource schedules to the balancing authority area operator or WAPA's sub-balancing authority area, in accordance with a FERC-approved tariff or WAPA's procedures and practices.

5.33 "Variable Resource Customer" means a Customer that is responsible for managing its own energy portfolio.

5.34 "Washoe Project" means the Federal water project located in the Lahontan Basin in west-central Nevada and east-central California.

5.35 "WECC" means the Western Electricity Coordinating Council or its successor.

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6. **BASE RESOURCE ESTIMATES AND AVAILABILITY FORECAST**:

6.1 At the beginning of each water year, WAPA will post to WAPA's external website a five-year forecast of Base Resource Operating Capability estimated to be available, based on high, average, and low hydrological conditions. The forecast will contain the following information:

6.1.1 Maximum Operating Capability of the CVP for each month;

6.1.2 Energy required for estimated Project Use loads, First Preference Customers' loads, and ancillary service requirements.

6.2 Each month, WAPA will post to WAPA's external website a monthly Base Resource forecast of Base Resource Operating Capability and energy estimated to be available for each month on a rolling twelve-month basis, based on high, average, and low hydrological conditions. The monthly forecast will contain the following information:

6.2.1 Maximum Operating Capability of the CVP for each month;

6.2.2 Energy required for estimated Project Use loads, First Preference Customers' loads, and ancillary service requirements.

6.3 WAPA shall make reasonable efforts, within its control, to ensure the forecasted Base Resource will be available.

7. **ELECTRIC SERVICE FURNISHED BY WAPA**:

7.1 Roseville will be entitled to receive a percentage of the Base Resource as set forth in Exhibit A.

7.2 The estimated amount of energy available to Roseville shall be determined by multiplying its Base Resource percentage by the total amount of Base Resource energy available during that period.

7.3 The minimum amount of energy Roseville will be required to schedule for each hour shall be determined by multiplying its Base Resource percentage by the Minimum Base Resource, unless otherwise agreed to by WAPA. However, if Roseville does not have sufficient load to take its percentage of the Minimum Base Resource, any excess energy shall be made available to WAPA for the Exchange Program as described later in this Contract under Section 10 and Exhibit B.

7.4 The maximum amount of energy Roseville may schedule in any hour shall be determined by multiplying its Base Resource percentage by the Base Resource Operating Capability. However, Roseville may schedule energy in excess of this maximum, if approved by WAPA, to accommodate purchases or exchanges from the Exchange Program.

7.5 Roseville will be entitled to the benefit of available regulation and operating reserves from the CVP in proportion to its Base Resource percentage. The method for calculating regulation and operating reserves is set forth in Exhibit C.

7.6 WAPA's obligation to provide Roseville's Base Resource is limited to the actual CVP generation available on a real-time basis. WAPA shall have no obligation to replace any Base Resource that is unavailable; for instance, Base Resource that is unavailable due to scheduled maintenance, system emergencies, forced outages, or other constraints. Any costs incurred by either Party as a result of deviations between actual and scheduled Base Resource energy shall be the responsibility of Roseville. WAPA will notify Roseville as soon as reasonably practicable of any situation that will impact the availability of the Base Resource, and will modify schedules accordingly, on a pro-rata basis.

7.7 Due to the variable nature of the Base Resource, WAPA may provide a Custom Product upon a Customer's request. Any Custom Product will be the subject of a separate contractual arrangement.

8. **DELIVERY ARRANGEMENTS:**

8.1 WAPA will make Roseville's Base Resource available at the generator bus or such other delivery point(s) on the CVP transmission system as the Parties will mutually agree, as specified in Exhibit A. WAPA reserves Network Integration Transmission Service for the delivery of Base Resource on the CVP transmission system under its Open Access Transmission Tariff (OATT). The rates and terms of this service shall be in accordance with WAPA's then-current rate schedule and OATT.

8.2 If requested by WAPA, Roseville must provide written notification to WAPA by July 1, 2024, demonstrating that it has arranged for delivery of its Base Resource energy to its load. Such notification shall include both transmission and distribution level arrangements, as applicable. WAPA shall have no obligation to make Base Resource available to Roseville if delivery arrangements are not in effect. However, Roseville shall not be relieved of its obligation to pay its percentage share of the Base Resource during the time in which delivery arrangements are not in effect.

9. **SCHEDULING PROCEDURES, BUSINESS PRACTICES AND PROTOCOLS:**

9.1 All energy furnished by WAPA to Roseville will be provided on a scheduled basis. Roseville agrees to abide by the scheduling procedures, business practices and protocols of the applicable balancing authority area or WAPA's sub-balancing authority area, as set forth on WAPA's website. The Parties recognize that the scheduling procedures, business practices and

protocols may require modification from time-to-time to reflect updated operating procedures that may become applicable to the Parties. In such event, WAPA will make such changes in accordance with Section 17 of this Contract.

9.2 Designation of Scheduling Coordinator (SC): If Roseville is required to have a Scheduling Coordinator; Roseville shall notify WAPA of its designated Scheduling Coordinator not less than ninety (90) days prior to the date of initial service under this Contract. In the event that Roseville's Scheduling Coordinator arrangement changes, Roseville shall notify WAPA in writing, not less than thirty (30) days prior to the change, unless a shorter notification period is agreed to by WAPA.

9.3 **If WAPA is Roseville's Portfolio Manager, as set forth in a separate Custom Product Contract, all scheduling activities and responsibilities will be performed by WAPA on behalf of Roseville.** At such time as WAPA is no longer Roseville's Portfolio Manager, then Roseville will be responsible for performance of its duties under this Section 9.

9.4 WAPA will provide Customers with the opportunity to comment on WAPA's maintenance and operations plans. WAPA will facilitate Customer meetings with the Bureau of Reclamation regarding cost and operation planning.

9.5 In the event that Roseville does not abide by the protocols, business practices and procedures and WAPA incurs costs as a result, Roseville is responsible for and shall pay such costs.

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10. **EXCHANGE PROGRAM:**

10.1 WAPA will establish and manage an Exchange Program to allow all Customers to fully and efficiently use their Base Resource percentage. The Exchange Program is a mechanism to:

10.1.1 Make available to WAPA, for provision to other Customers, any Base Resource energy a Customer cannot use on a pre-scheduled basis due to insufficient load; and

10.1.2 Help mitigate the costs incurred by a Customer for the power it is obligated to pay for, but may not be able to use.

10.2 Under the Exchange Program, all Base Resource energy in excess of Roseville's load will be retained by WAPA and offered by WAPA for sale to other Customers. Roseville may purchase energy from the Exchange Program. While WAPA's retention of excess Base Resource is mandatory, purchasing from the Exchange Program is voluntary.

10.3 The Exchange Program procedures are set forth in Exhibit B. WAPA may change the program and procedures of the Exchange Program in accordance with Section 17 of this Contract.

10.4 WAPA will also offer a seasonal Exchange Program. Under the seasonal Exchange Program, Roseville may elect to make available to WAPA that portion of its Base Resource percentage that it is unable to use due to insufficient load. Roseville, through WAPA, will be able to exchange its unusable Base Resource percentage with other Customers. Any Customer may submit a request to WAPA to exchange or purchase energy through the seasonal Exchange Program. Details of a seasonal exchange will be developed with the Customer upon request by that Customer.

10.5 Exchanges of the Base Resource between Roseville and others outside of the WAPA-managed Exchange Programs, or other WAPA-managed programs, are prohibited.

11. **INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION ORGANIZATION**:

11.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in conformance with its sub-balancing authority area and BANC's balancing authority area protocols, business practices and procedures. In the event of changes to any protocols, business practices and procedures, WAPA may make any changes necessary to this Contract to conform to the operating and scheduling protocols, business practices and procedures in accordance with Section 17 of this Contract.

11.2 The Parties understand that, in the future, WAPA may also change its operating configuration such as by: (1) joining an independent system operator or RTO or (2) participating in future markets such as energy imbalance markets; or (3) making system configurations to meet future operating requirements. In such an event, if WAPA is required to conform to the protocols, business practices or procedures, WAPA shall make changes to this Contract to conform to the terms and conditions required by such events in accordance with Section 17 of this Contract.

11.3 In the event that: 1) WAPA incurs costs from the balancing authority area, WAPA's sub-balancing authority area, CAISO, an RTO, or a different balancing authority area for serving Roseville's load; or 2) Roseville does not abide by the protocols business practices, or procedures of the balancing authority area, an RTO, or other balancing authority area operator that are applicable to WAPA and

WAPA incurs costs as a result, Roseville agrees to pay all such costs attributable to Roseville.

12. **WAPA RATES:**

12.1 The Base Resource will be provided on a take-or-pay basis. Roseville will be obligated to pay its Base Resource percentage share in accordance with the Rate Schedule attached hereto, whether or not it takes or uses its full Base Resource percentage.

12.2 Roseville shall pay for the electric service furnished hereunder in accordance with the Rates, charges, and conditions set forth in the CVP Schedule of Rates applicable to the Base Resource, effective January 1, 2025, or any superseding Rate Schedule.

12.3 Rates applicable under this Contract shall be subject to change by WAPA in accordance with appropriate Rate Adjustment Procedures. If, at any time, WAPA announces that it has received approval of a Rate Schedule, or extension of an existing Rate Schedule applicable to this Contract, or if a Rate Adjustment Procedure is amended, WAPA will promptly notify Roseville thereof.

12.4 Roseville, by providing written notice to WAPA within ninety (90) days after the Rate Effective Date of a Rate Schedule or Rate Schedule extension applicable to this Contract, may elect to reduce its Base Resource percentage or terminate this Contract. Roseville shall designate a Base Resource percentage reduction or termination effective date that will be effective on the last day of the billing month not later than two (2) years after the Rate Effective Date. If the termination effective date is after the Rate Effective Date, the new or extended Rates shall apply for service taken by Roseville until the termination effective

date. Once Roseville provides notice to terminate or reduce its Base Resource percentage, WAPA will begin the process to reallocate the Base Resource to other Preference Customers. Roseville may not revoke its notice to terminate or reduce its Base Resource unless WAPA provides written consent.

12.5 Rates shall become effective under this Contract on the Rate Effective Date stated in a Rate notice.

13. **INTEGRATED RESOURCE PLAN:**

13.1 In accordance with the Energy Policy Act of 1992, Roseville is required to meet the requirements of WAPA's Energy Planning and Management Program (EPAMP). To fulfill the requirements of EPAMP, Roseville must develop and submit an integrated resource plan or alternative report, as applicable. Specific EPAMP requirements are set forth in the Federal Register at (64 FR 62604) and may be found on WAPA's website. Failure to comply with WAPA's EPAMP requirements may result in penalties as specified therein. Roseville understands that WAPA may re-evaluate its EPAMP requirements and change them from time-to-time as appropriate. Such changes will be subject to a public process and publication in the Federal Register.

13.2 Should the EPAMP requirements be eliminated, Roseville shall have no responsibilities under Section 13.1.

14. **ADJUSTMENT OF BASE RESOURCE PERCENTAGE:**

14.1 Prior to the date of initial service, WAPA may adjust Roseville's Base Resource percentage, as set forth in Exhibit A herein, if WAPA determines that Roseville's Base Resource percentage is greater than its actual usage, as specified in the Marketing Plan.

14.2 After the date of initial service, WAPA may adjust Roseville's Base Resource percentage under any of the following conditions:

14.2.1 Roseville sells energy associated with its Base Resource percentage to another entity for resale by that entity;

14.2.2 Roseville uses the energy associated with its Base Resource percentage to serve loads outside of the Sierra Nevada Region's Primary Marketing Area;

14.2.3 Roseville's annual energy associated with its Base Resource percentage, is ten percent or more than its actual annual energy usage.

14.3 If WAPA determines that Roseville has met any of the conditions in Section 14.2 above, WAPA will take the following steps:

14.3.1 Notify Roseville of the nature of the concern;

14.3.2 Analyze Roseville's usage of the energy associated with its Base Resource percentage and determine if an adjustment is necessary on a case-by-case basis, with due consideration of any circumstance that may have temporarily altered Roseville's energy usage;

14.3.3 If an adjustment is determined to be necessary, provide a 90-day written notice of such adjustment; and

14.3.4 Reduce or rescind Roseville's Base Resource percentage permanently on the effective date specified in the notice.

15. **METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

Roseville shall be responsible for electric power metering equipment requirements and power measurement data associated with the use of WAPA power under this Contract as follows:

15.1 Unless previously installed and furnished by WAPA, Roseville shall furnish, install, operate, maintain, and replace, meters and associated metering

equipment required for deliveries of WAPA power scheduled to each delivery point on the WAPA grid, the CAISO-controlled grid, a utility distribution company grid, or other electrical system, as may be applicable. Such meters shall comply with the all applicable meter requirements. For instance, meters on:

15.1.1 WAPA's system must meet WAPA's meter requirements;

15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

15.1.3 Pacific Gas & Electric Company's (PG&E) system must meet PG&E's meter requirements.

15.2 Roseville shall measure power deliveries and provide certified settlement-quality metering data to WAPA as requested. It is generally contemplated that WAPA will require this data on a monthly basis.

15.3 If WAPA previously installed and furnished a meter to Roseville, WAPA shall be allowed unrestricted, unescorted access to its revenue meter equipment. Roseville shall provide a minimum of three (3) keys or the combination to Roseville's existing locks. Alternatively, WAPA may provide a WAPA-owned padlock(s). Access shall include all gates and/or doors required to access the metering equipment.

15.4 Upon request by Roseville, to evidence receipt of the Environmental Attributes, WAPA shall timely provide meter data or other mutually agreed upon data to Roseville measuring the amount of CVP energy that is generated and delivered to Roseville. Upon mutual agreement of Customers, WAPA and Reclamation, such meters shall be modified or replaced to meet appropriate standards or requirements to convey CVP Environmental Attributes to Customers.

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16. **CHANGES IN ORGANIZATIONAL STATUS:**

16.1 If Roseville changes its organizational status or otherwise changes its obligation to supply electric power to Preference loads, WAPA reserves the right to adjust WAPA's power sales obligations under this Contract or to terminate this Contract, as WAPA deems appropriate. Changes in organizational status include but are not limited to:

16.1.1 Merging with another entity;

16.1.2 Acquiring or being acquired by another entity;

16.1.3 Creating a new entity from an existing one;

16.1.4 Joining or withdrawing from a member-based power supply organization; or

16.1.5 Adding or losing members from its membership organization.

16.2 For the purposes of this Section 16, a member is any Preference entity that is included in a membership, which has the responsibility of supplying power to the end-use consumer or Customer. Memberships include but are not limited to:

16.2.1 Municipality;

16.2.2 Cooperative;

16.2.3 Joint powers authority; or

16.2.4 Governmental agency.

16.3 For purposes of this Section 16, participation in a State promulgated direct access program shall not be deemed to be a change in a Customer's organizational status or its obligation to supply electric power to Preference loads.

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16.4 Prior to making an organizational change, Roseville may request an opinion from WAPA as to whether Roseville's proposed organizational change will result in an adjustment of Roseville's Base Resource percentage or termination under this Section 16. Roseville shall provide WAPA with all relevant documents and information regarding the proposed organizational change. Based on the documents and information furnished, WAPA will provide Roseville with an opinion.

16.5 In addition to the above, if the change in organizational status results in a proposed transfer of the Contract, or any portion thereof, Section 37 of the General Power Contract Provisions (GPCP), "Transfer of Interest in Contract," generally requires the Customer to obtain prior written approval from WAPA's Administrator. Organizational changes that typically propose transfer of the Contract, or a portion of the Contract, and require prior written approval from WAPA include but are not limited to:

16.5.1 Merging with another entity;

16.5.2 Acquiring or being acquired by another entity;

16.5.3 Joining an entity; and

16.5.4 Creating a new entity.

17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

WAPA reserves the right to make changes to protocols, business practices and procedures, as needed. Prior to making any changes, WAPA will provide notice to Roseville and provide Roseville with an opportunity to comment on such changes. WAPA will consider any comments made by Roseville before making any changes, and shall provide a written response to the comments. After a final decision is made by WAPA, if Roseville is not satisfied with the decision, Roseville shall have thirty (30) days from the date of WAPA's final decision to appeal the change to WAPA's Administrator.

WAPA will not implement a change that has been appealed until a final decision by the Administrator. Notwithstanding the provisions within this Section 17, Roseville shall retain its right to pursue other legal remedies available to it.

18. **ENFORCEABILITY:**

It is not the intent of the Parties that this Contract confer any rights on third parties to enforce the provisions of this Contract except as required by law or express provision in this Contract. Except as provided in this Section, this Contract may be enforced, or caused to be enforced, only by WAPA or Roseville, or their successors or assigns.

19. **GENERAL POWER CONTRACT PROVISIONS:**

The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of this Contract, the same as if they had been expressly set forth herein; Except Section 11 shall not be applicable to this Contract. In the event of a conflict between the GPCP and the provisions in the body of this Contract, the Contract shall control. The usage of the term "Contractor" in the GPCP shall mean Roseville. The usage of the term "firm" in Articles 17 and 18 of the GPCP shall be deemed to be replaced with the words "Base Resource."

20. **EXHIBITS MADE PART OF CONTRACT:**

Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing under this Contract may vary during the term hereof. Each of said exhibits shall become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C, and D are attached hereto, and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

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21. **EXECUTION BY COUNTERPARTS:**

This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

22. **ELECTRONIC SIGNATURES:**

The Parties agree that this Contract may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By: _____

Name: Arun K. Sethi

Title: Vice President of Power Marketing for Sierra Nevada Region

Address: 114 Parkshore Drive Folsom, CA 95630-4710

CITY OF ROSEVILLE

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

Title: _____

CITY OF ROSEVILLE

Resolution/Certificate

EXHIBIT A
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, to be effective under and as part of Contract 20-SNR-02307 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.

2. Pursuant to the Marketing Plan, Roseville's extended Base Resource percentage is 4.75626.

3. Pursuant to the Final 2025 Resource Pool Allocations, Roseville received 0.00979 percent of the Base Resource.

4. On the effective date of this Exhibit A, Roseville's percentage of the Base Resource is 4.76605.

5. Roseville's Base Resource percentage may be adjusted by WAPA as specified in the Contract.

6. Roseville's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.

7. The point(s) of delivery on the CVP transmission system for Roseville's Base Resource shall be the Fiddyment and Roseville 230-kV Substations.

8. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.

9. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

EXHIBIT B
(Exchange Program)

1. This Exhibit B, to be effective under and as a part of Contract 20-SNR-02307, (Contract) shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. Roseville is in agreement with the procedures set forth herein.

3. If necessary, WAPA retains the right to make subsequent revisions to Exhibit B after consultation with its Customers. At such time as WAPA promulgates a revision of this Exhibit B, Roseville shall have the option of either accepting the new revision to this Exhibit B or opting out of making purchases from the Exchange Program. If WAPA does not receive notice from Roseville opting out of making purchases from the Exchange Program within 30 days of Roseville's receipt of a revised Exhibit B, Roseville may automatically continue to make purchases from the Exchange Program if already participating.

4. Exchange Program:

   4.1 WAPA has established separate Exchange Program for the Full Load Service Customer group and the Variable Resource Customer group. A Customer cannot be in both the Full Load Service Customer group and the Variable Resource Customer group at the same time.

   4.2 The Exchange Program will take place on a pre-scheduled basis.

   4.3 Base Resource power in excess of a Customer's load in any hour will be distributed by WAPA in the applicable Exchange Program group (Full Load Service or Variable Resource).

   4.4 A Customer may choose whether to make purchases from the Exchange Program for its group. Participation in making purchases from the Exchange Program requires a Customer to accept Exchange Program power if it has load in that hour. However, even if a Customer chooses not to participate in making purchases, if that Customer's Base Resource amount exceeds its load in any hour, the excess will go into the Exchange Program for that Customer's group for that hour, for use by participating Customers with load not met by Base Resource power in that hour. In other words, the retention of Base Resource in excess of a Customer's load is mandatory, while participation in making purchases from the Exchange Program is voluntary.

4.5 If a Customer chooses not to make purchases from the Exchange Program, a written notice to that effect must be submitted to WAPA by November 1, 2024. Thereafter, a Customer must submit a written notice to WAPA at least one (1) month prior to changing its participation status; Except if a Customer has elected to make purchases from the Exchange Program and subsequently changes its participation status, the Customer must wait a minimum of one (1) year to again participate in the Exchange Program. Participation status will change on the first day of the month following the required notice period or the minimum one (1) year waiting period.

4.6 A Customer must use its Base Resource power prior to using any other source to meet its load, unless agreed to by WAPA in writing. A Customer participating in the Exchange Program must use Exchange Program power prior to any other source to meet its load, unless agreed to by WAPA in writing.

4.7 Each participating Customer in each group will receive an equal share in megawatts of that group's Exchange Program power available for that hour, up to the Customer's unmet load in that hour.

4.8 Any Exchange Program power that is excess to a Customer's unmet load will go back to the Exchange Program for the group to which the Customer belongs, for that same hour. This power will be reallocated to participating Customers in that group on an equal basis until either that group's Exchange Program has no remaining power in that hour, or no participating Customers in that group have unmet load in that hour.

4.9 If there is power remaining in the Full Load Service Exchange Program or the Variable Resource Exchange Program in any hour, and none of the participating Customers in that group have unmet load in that hour, the remaining power will go to the other group's Exchange Program for that same hour.

4.10 If, in any hour, no participating Customers have unmet load but there is power remaining in either group's Exchange Program, that power may be offered for sale by WAPA unless the amount of power is de minimis.

4.11 Customers' power bills will be adjusted to reflect transactions into and out of the Exchange Program.

EXHIBIT C
(Regulation and Reserves)

1. This Exhibit C to be effective under and as a part of Contract 20-SNR-02307 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. Definitions of Terms:

2.1 Contingency Reserve: An additional amount of operating reserves sufficient to reduce Area Control Error (ACE) to zero in ten minutes following loss of generating capacity, which would result from the most severe single contingency. Contingency Reserves will consist of Spinning and Nonspinning Reserves.

2.2 Frequency Response Reserves: Spinning Reserves which provide the required Frequency Response needed for the reliable operation of an interconnection. The energy is provided by the generator's governor's response to a frequency deviation from scheduled system frequency.

2.3 Nonspinning Reserve: That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.

2.4 Spinning Reserve: Unloaded generation which is synchronized and ready to serve additional demand.

3. WAPA's Disposition of Contingency Reserves and Regulation:

3.1 Contingency Reserves: WAPA will provide all Base Resource schedules with Contingency Reserves, including Spinning, Nonspinning, and Frequency Response Reserves. Contingency Reserves will be provided from CVP generation as available, or procured from other sources as necessary.

3.2 Regulation: WAPA will not provide Regulation with Base Resource schedules. Any sales of Regulation by WAPA will be credited against the Power Revenue Requirement.

EXHIBIT D
(Rate Schedule)

1. This Exhibit D to be effective under and as a part of Contract 20-SNR-02307 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit D or termination of the Contract.

2. The CVP Schedule of Rates for Base Resource and First Preference Power (CV-F13) begins on page 2 of this Exhibit D.

3. This Exhibit D shall be replaced by WAPA as necessary under the terms and conditions set forth in the Rate Schedule, and a signature is not required by either Party.

COUNCIL COMMUNICATION

CC #: 1281
File #: 0800-03

Title:	Western Area Power Administration Interconnected Operations - Agreement Amendment
Contact:	Brian Schinstock 916-746-1658 bschinsock@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Amendment 1 to the Interconnection Operations Agreement (IOA) with Western Area Power Administration (WAPA).

BACKGROUND

Roseville is interconnected to WAPA's transmission system at the Roseville and Fiddyment substations. The IOA establishes the operational and financial rights and obligations of WAPA and Roseville and has been in effect since 2005 (resolution 04-554 to 04-556). The obligations include planning standards, metering requirements, committee membership, billing and payment, net interchange determination, scheduling procedures, reserves obligations, and the deviation band. The current IOA runs through December 31, 2024, at which time a new agreement will be negotiated. Amendment 1 does not change the term of the agreement.

With Roseville entering into the voluntary California Independent System Operator's (CAISO) Energy Imbalance Market (EIM), amendments were required to conform the services Roseville receives from WAPA with the EIM requirements. These include additional language on the operations between parties (Roseville, WAPA, and CAISO), balancing within the maximum deviation band, and the addition of an appeals provision.

FISCAL IMPACT

The services provided to Roseville under the Interconnected Operations Agreement are based on rate schedules that reflect the cost of WAPA to provide these services and are set through a public rate setting process. Roseville pays for the operating services it receives from WAPA, estimated at $1,900,000 annually, from the Electric Fund's operating budget. Amendment 1 has no material effect on these costs. This item has no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

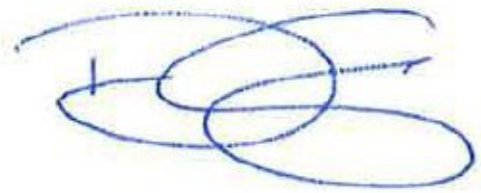
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The Western Area Power Administration Interconnection Operations Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Schinstock, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-061

WAPA IOA Amendment 1

WAPA IOA Exhibit A Revision 1

WAPA IOA Exhibit B Revision 2

WAPA Original IOA 04-SNR-00848

RESOLUTION NO. 21-061

APPROVING AMENDMENT 1 TO THE INTERCONNECTED OPERATIONS AGREEMENT 04-SNR-00848, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment 1 to the Interconnected Operations Agreement 04-SNR-00848, the Agreement which establishes the operational and financial rights and obligations between the United States Department of Energy, Western Area Power Administration, Sierra Nevada Region, and the City of Roseville, has been reviewed by the City Council; and

WHEREAS, with Roseville entering into the voluntary California Independent System Operator's (CAISO) Energy Imbalance Market (EIM), amendments were required to conform the services Roseville receives from WAPA with the EIM requirements; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Amendment 1 to the Interconnected Operations Agreement 04-SNR-00848, between the United States Department of Energy, Western Area Power Administration, Sierra Nevada Region and the City of Roseville is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract 04-SNR-00848

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SIERRA NEVADA REGION

AMENDMENT 1
(Energy Imbalance Market)

TO THE

INTERCONNECTED OPERATIONS AGREEMENT

WITH

CITY OF ROSEVILLE

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1

TO THE
INTERCONNECTED OPERATIONS AGREEMENT
WITH

CITY OF ROSEVILLE

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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1

TO THE
INTERCONNECTED OPERATIONS AGREEMENT
WITH

CITY OF ROSEVILLE

1. PREAMBLE:

This Amendment 1 to Interconnected Operations Agreement 04-SNR-00848 (Amendment) is made this _____ day of _____, 20__, between the UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the CITY OF ROSEVILLE hereinafter called Contractor or (Roseville), also hereinafter referred to individually as Party and together as Parties, pursuant to the same authorities as the Interconnected Operations Agreement (IOA).

2. RECITALS:

2.1 The Parties entered into the IOA, Contract 04-SNR-00848, on December 23, 2004. The IOA provides the rights and obligations of the Parties while operating within WAPA's sub-balancing authority area, and the services provided by WAPA.

2.2 WAPA joined the Sacramento Municipal Utility District (SMUD) balancing authority area on January 1, 2005. On May 1, 2011, SMUD transferred the

balancing authority area functions to the Balancing Authority of Northern California (BANC). WAPA is a sub-balancing authority area within BANC.

2.3 The California Independent System Operator (CAISO) began operating its Energy Imbalance Market (EIM) in 2014.

2.4 On April 3, 2019, BANC, as the EIM Entity, and SMUD, as an EIM Participating Resource, commenced operating in the CAISO EIM.

2.5 In October of 2019, the Modesto Irrigation District (MID), the City of Redding (Redding), and Roseville along with WAPA decided to participate in EIM.

2.6 MID, Redding, Roseville, and WAPA are scheduled to commence participation in the CAISO EIM in 2021.

2.7 Due to participation in EIM, changes are necessary to the way the Parties operate as interconnected systems, and those changes are provided for herein.

3. AGREEMENT:

The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT:

4.1 This Amendment shall become effective March 25, 2021 and shall remain in effect concurrently with the IOA.

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5. MODIFICATION TO SECTION 5 (Definitions) OF THE IOA:

5.1 The following subsections of Section 5 of the IOA are hereby modified as follows:

5.7 Balancing Authority

The responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority area, and supports interconnection frequency in real time. For the purpose of this IOA, the term "Balancing Authority area" shall have the same meaning as "Control Area".

5.8 Balancing Authority Operator

The entity responsible for operating a Balancing Authority area that performs all duties for such an entity specified by applicable North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) documents. For the purpose of this IOA, the term "Balancing Authority Operator" shall replace the term "Control Area Operator" throughout the IOA.

5.16 Maximum Deviation Band

The maximum megawatt, averaged over each five (5) minute interval, deviation of metered energy relative to the EIM load forecast and actual total generation relative to EIM Dispatch Operating Targets (DOTs) allowed, both positive (over generation) and negative (under generation), within which deviations are accounted for and settled financially as described in Section 10.6.4.

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5.22 Reserves

5.22.5 Frequency Response Reserves

Spinning Reserve that responds automatically to frequency deviations, due to the unit's governor, within thirty (30) seconds of the event and sustains response for at least one (1) minute.

5.2 The following subsections are hereby added to Section 5 of the IOA as follows:

5.32 Dispatch Instruction

An instruction by the MO for an action with respect to a specific resource participating in EIM for increasing or deceasing its energy supply or demand.

5.33 Dispatch Operating Target (DOT)

The expected operating point, in megawatts (MW), of a resource participating in EIM that has received a Dispatch Instruction from the MO. The Dispatch Operating Target means the MW output of a resource participating in EIM due to an EIM bid being accepted and the participating resource receiving a Dispatch Instruction.

5.34 EIM Entity

A Balancing Authority that enters into the MO's EIM Entity Agreement to enable the EIM to occur in its Balancing Authority area. BANC is the EIM Entity for the BANC EIM Entity Balancing Authority area. For the purpose of this IOA, the EIM Entity is the BANC EIM Entity or the entity selected by the BANC EIM Entity who is certified by the Market Operator. WAPA and the Contractor participate in the CAISO EIM under the BANC EIM Entity.

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5.35 Locational Marginal Pricing (LMP)

The CAISO calculated marginal cost ($/MWh) of serving the next increment of demand at that PNode consistent with existing transmission constraints and the performance characteristics of resources.

5.36 Market Operator (MO)

The entity responsible for operation, administration, settlement, and oversight of the EIM. The CAISO is the current MO of EIM.

5.37 Pricing Node (PNode)

A single network node or subset of network nodes where a physical injection or withdrawal is modeled by the CAISO and for which the CAISO calculates an LMP that is used for financial settlements by the CAISO and the EIM Entity.

5.38 Uninstructed Imbalance Energy (UIE)

Settlement charges incurred by the Contractor due to uninstructed deviations of supply or demand as settled by the EIM Entity or Market Operator.

6. MODIFICATION TO SECTION 10 (Operations) OF THE IOA:

6.1 The following paragraph of Section 10 of the IOA is hereby modified as shown below:

10.2.2 Each Party shall (1) notify the other Party based on the outage coordination timeline cited in WAPA Operating Procedure OP-053 Outage Coordination before beginning any Scheduled Maintenance of its facilities that may materially affect the other Party's Electric Power System and (2) notify the other Party and obtain that Party's concurrence based on the

outage coordination timeline cited in WAPA Operating Procedure, OP-053, Outage Coordination before beginning any Scheduled Maintenance of its facilities that are directly interconnected with the other Party's Electric Power System, provided, however, that a Party may withhold concurrence only to the extent that Party is experiencing unusual operating conditions on it Electric Power System and, in that event, that Party will agree on an appropriate date and time to reschedule such Scheduled Maintenance.

6.2 The following subparagraph of Section 10 of the IOA is hereby modified as shown below:

10.5.1.2 Transmission operated at 100-kV and higher can significantly affect inter- and intra-Balancing Authority area operation.

6.3 The following subsection of Section 10 of the IOA is hereby modified as follows:

10.6 The goal of each Party is to minimize deviations between its own loads and resources. In keeping with this goal, Contractor shall have an affirmative obligation to follow its DOT within each five (5) minute interval to remain within the established Maximum Deviation Band, per Paragraph 10.6.2, and achieve a net of zero (0) deviations within each five (5) minute interval. Contractor's net deviations within each five (5) minute interval, including the Contractor's EIM participation, shall be accounted for in accordance with this Section 10.6.

10.6.1 During periods when WAPA and the Contractor are participating in EIM, Deviations will be calculated in five (5) minute

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intervals." The method for determining Contractor's net deviation per five (5) minute interval is as follows:

10.6.1.1 The Contractor's deviation is calculated for each five (5) minute interval as the algebraic sum of the delta between the EIM load forecast and metered load, and the delta between the generation DOTs and metered generation. The formula method for determining Contractor's net deviation over each five (5) minute interval shall be as follows:

$$DEVIATION_{5\text{-minute}}\ (MW) = (LF_{EIM} \text{ minus } \Sigma L_A) \text{ plus } (\Sigma Gen_A \text{ minus } \Sigma DOT)$$

Where:
- LF_{EIM} is EIM Load Forecast value for the 5-minute interval;
- ΣL_A is the averaged actual load for the 5-minute interval;
- ΣGen_A is the average actual total generation for the 5-minute interval; and,
- ΣDOT is the sum of the MO's DOTs for the 5-minute interval.

In the above calculation, a negative value indicates under-generation by the Contractor's Electric Power System, and a positive value indicates over-generation by the Contractor's Electric Power System.

10.6.1.2 When EIM is not providing imbalance services, deviations occur over the scheduling hour when the net of Contractor's schedules at the Contractor's POIs with WAPA's system does not match the net of Contractor's power flows at the Contractor's POIs for the same hour. When EIM is not providing imbalance services, the formula

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method for determining Contractor's net deviation over an integrated one-hour scheduling period shall be as follows:

$$\text{DEVIATION (MWh)} = (\Sigma POI_A) \text{ minus } (\Sigma POI_S)$$

Where:
- ΣPOI_A is the net of all POI actual metered inflows plus actual metered outflows for the hour; and,
- ΣPOI_S is the net of all POI scheduled imports plus scheduled exports for the hour.

In the above calculation, a negative value indicates under-generation by the Contractor's Electric Power System, and a positive value indicates over-generation by the Contractor's Electric Power System.

10.6.2 The Contractor's Maximum Deviation Band shall, unless otherwise agreed, be calculated according to Exhibit D and shall apply to each five (5) minute interval when EIM is providing balancing services and over each integrated hour when EIM is not providing balancing services. The Contractor shall pay for the Maximum Deviation Band under WAPA's then-effective Schedule of Rate for Regulation and Frequency Response Service, and such purchase shall fulfill Contractor's regulation requirements.

10.6.2.1 If, for any applicable interval, Contractor's deviation is positive (over-generation) or negative (under-generation) and exceeds the Maximum Deviation Band, Contractor shall take steps to reduce the deviation to an amount within the Maximum Deviation Band as soon as possible by ensuring generation is following DOT and by

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taking steps to correct EIM load forecast errors, as applicable.

10.6.3 After the fact, WAPA shall calculate and provide the data used to calculate the deviations to the Contractor for each five (5) minute interval of the hour.

10.6.4 For hours when EIM is providing imbalance services, Contractor and WAPA agree to settle deviations financially as follows:

10.6.4.1 For deviations within the Maximum Deviation Band, both positive and negative, there will be no financial settlement between WAPA and Contractor. Contractor agrees to settle the energy with MO or EIM Entity, for EIM UIE.

10.6.4.2 For positive deviations above the Maximum Deviation Band (over-generation), Contractor agrees to settle the energy with MO for EIM UIE.

10.6.4.3 For negative deviations below the Maximum Deviation Band (under-generation), Contractor agrees the amount of negative deviation energy in excess of the Maximum Deviation Band shall be subject to a penalty payable to WAPA equal to 50 percent of the greater of the Central Valley Project generation actual cost or the Market Efficiency Enhancement Agreement Day-Ahead LMP for the deviation energy that exceeds the Maximum Deviation Band.

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10.6.5 For hours when EIM is not providing imbalance services, WAPA and Contractor agree to settle the energy for all deviations financially in accordance with the then-effective Schedule of Rate for Energy Imbalance Service and Schedule of Rate for Generator Imbalance Service, or any superseding rate schedules.

10.6.6 If Contractor experiences an Emergency or unexpected loss or interruption of generating or transmission facilities that results in a net negative (under-generation) deviation in excess of the Maximum Deviation Band, Contractor shall, within ten (10) minutes of that loss or interruption, notify WAPA regarding necessary changes to Contractor's schedules. Contractor will not be subject to the under-generation deviation penalty such as that cited in Paragraph 10.6.4.3, or similarly in the applicable Schedule of Rate, if the Emergency or unexpected loss is reported within ten (10) minutes.

7. <u>MODIFICATION TO SECTION 11 (Metering) OF THE IOA</u>:

The following subsection is hereby added to Section 11 of the IOA as shown below:

11.14 WAPA assumes no liabilities for any claims, demands, cost, losses, causes of action, damages, or liability of whatsoever kind associated with or arising out of or resulting from Contractor’s use of WAPA meter data obtained either directly from the meter (Remote Interrogation via Meter Data Management System) or indirectly by downloading such data via Secured File Transfer Protocol. Contractor agrees to indemnify and hold harmless WAPA, its employees or agents, from any claims, demands, costs, losses, causes of action, damages, or liability of whatsoever kind associated with or arising out of or resulting from Contractor’s use of WAPA meter data.

8. <u>MODIFICATION TO SECTION 13 (Billing and Payment) OF THE IOA</u>:

The following subsections of Section 13 of the IOA are hereby added as shown below:

13.7 Contractor shall pay for the service furnished hereunder in accordance with the rates, charges, and conditions set forth in the CVP Schedule of Rate for Energy Imbalance Service and/or CVP Schedule of Rate for Generator Imbalance Service, effective March 25, 2021, or any superseding rate schedule.

13.8 Contractor shall be obligated to pay any costs incurred by WAPA under EIM due to the Contractor's operations that are not otherwise settled by the Contractor directly with MO or EIM Entity.

13.9 The Parties expect each Contractor will settle, with the MO or EIM Entity, all imbalance charges associated with its loads and resources within WAPA's SBA. If WAPA is assigned any imbalance charges (including penalties) associated with any Contactor's loads or resources, WAPA will pass through such charges to the responsible Contractor. WAPA will pass through the charges in the same manner as such charges are assigned to WAPA. If WAPA is unable to determine how to pass through such charges, the Parties will meet in an attempt to determine a fair allocation of such charges between the Contractors. If the Parties are unable to reach a resolution, after considering the Contractors' input, WAPA will decide the allocation. After a decision is made by WAPA staff, if Contractor is not satisfied with the decision, Contractor shall have fifteen (15) days from the date of WAPA's decision to appeal the change to WAPA's Sierra Nevada Regional Manager. WAPA should not incur any costs due to the Contractors' participation in EIM or due to the Contractors' use of the Deviation Band.

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9. IOA TO REMAIN IN EFFECT:

Except as expressly modified by this Amendment, said IOA shall remain in full force and effect, and this Amendment shall be subject to all provisions of the IOA, except as herein amended.

10. EXECUTION BY COUNTERPARTS:

This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.

11. ELECTRONIC SIGNATURES:

The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Bryan W. Griess
Title: Vice President of Power Operations
For Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, California 95630

CITY OF ROSEVILLE

Attest:

By: _____
Name: Dominick Casey
Title: City Manager
Address: 2090 Hilltop Circle
Roseville, California 95747

By: _____
Title: _____

EXHIBIT A
Contractor Net Interchange Determination

This Exhibit A, Revision 1, to be effective under and as a part of Contract 04-SNR-00848, shall terminate and supersede the previous Exhibit A, shall become effective when WAPA begins operating under EIM in 2021; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.

This Exhibit A, Revision 1, applies to net interchange accounting required to calculate the Contractor's deviations in accordance with this Contract. This Exhibit A may be changed by agreement of the Parties to reflect Contractor Electric Power System changes, addition or deletion of Points of Interconnection, metering changes, or such other modifications to the Contractor or WAPA Electric Power Systems that require a modification to this Exhibit A. To determine the Contractor System Net Interchange, including both demand and energy, it is necessary to add algebraically the various metered inflows of power to and outflows of power from the Contractor's Points of Interconnection.

A.1 Hourly Net Interchange Determination:
The Contractor Net Interchange shall be determined for any hour by algebraically summing the following metered deliveries to and from Contractor, adjusted for losses using the applicable loss factors from Section A.3, net of adjustments in Section A.2.

Net Interchange demand and energy for any hour shall be the algebraic sum of the following metered Points of Interconnection.

Roseville Line 1
Roseville Line 2
Fiddyment

The Net Interchange energy for any month shall be the sum of the hourly measured quantities so determined from the Points of Interconnection.

A.2 Adjustments to Contractor Net Interchange:
The Contractor Net Interchange as determined in Section A.1 shall be adjusted to reflect Contractor power deliveries to Contractor customers outside of its system. Presently these customers are:

Contractor has no such customers.

Loss factors from Section A.3 shall be applied to the above customer loads to reflect losses from the Contractor system to the loads.

A.3 Loss Factors:
Loss and transmission adjustment factors to be multiplied by Contractor scheduled quantities at Points of Interconnection and for load specified in Section A.2 are as follows:

Base Resource Allocation Delivery Loss Factor = 0%
Contractor Imports/Exports over CVP Transmission = 1.6% Transformation Losses, if any.

Losses shall be settled with WAPA financially in accordance with its business practices.

A.4 Existing Meters:
Table A-I below provides a list of the meters currently in place to monitor the Contractor Net Interchange and implement the net interchange accounting specified in this Exhibit A. WAPA shall revise Table A-I to correspond with any additions or deletions to the list of meters pursuant to this Contract.

Table A-I
Listing of Meters Used to determine net interchange

Roseville Line 1
Roseville Line 2
Fiddyment

A.5 Execution by Counterparts
This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

A.6 Electronic Signatures

The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Bryan W. Griess
Title: Vice President of Power Operations for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, California 95630

CITY OF ROSEVILLE

Attest:

By: _____
Title: _____

By: _____
Name: Michelle Bertolino
Title: Electric Utility Director
Address: 2090 Hilltop Circle
Roseville, California 95747

EXHIBIT B
Scheduling Procedures

This Exhibit B, Revision 2, to be effective under and as a part of Contract 04-SNR-00848, shall terminate and supersede the previous Exhibit B, shall become effective when WAPA begins operating under EIM in 2021; and shall remain in effect until either superseded by another Exhibit B or termination of the Contract.

B.1 General:

Contractor shall separately schedule power deliveries to its Electric Power System, to loads outside Contractor's Electric Power System but within WAPA's Sub-Balancing Authority Area, and to loads outside WAPA's Sub-Balancing Authority Area. Contractor shall schedule generation from each of its generating resources with WAPA in a form and format to be agreed upon. Contractor may change its generating resources as necessary to meet its load. Contractor's hourly schedules at the Points of Interconnection and to loads outside of Contractor's Electric Power System shall be in whole megawatts and be transmitted by NERC E-tag and any changes confirmed by voice communication to WAPA's Energy Control Center. In the event of a failure of the data link, Contractor shall send data to WAPA by electronic mail or use any other agreed upon method of data transfers. All losses shall be accounted for pursuant to Exhibit A hereto; provided, however, that separate loss factors may be specified for services provided under separate agreements but scheduled in accordance with this Contract. In that event, such separate loss factors shall apply to those specific services scheduled under this Contract.

B.1.1 WAPA and the Contractor are participants in the California Independent System Operator's (CAISO) Western Energy Imbalance Market (EIM) which transfers energy dynamically during the scheduling hour. Prior to the operating hour, Contractor will create and update electronic tags in accordance with the EIM Entity business practices and Section B.5 of this Exhibit B.

B.2 Monthly Forecast:

Five (5) Business Days before the end of each month, Contractor shall provide WAPA with a non-binding daily forecast for the following month including on-peak and off-peak information specifying: (1) generation from each of Contractor's generating resources, (2) daily purchase of WAPA energy, (3) Non-Interruptible and Interruptible Third Party capacity and energy purchases (imports), (4) Non-Interruptible and Interruptible Third Party capacity and energy sales (exports), (5) purchases of any other power services from WAPA or Third Parties, (6) Contingency Reserves provided by Contractor, (7) monthly total schedules for items 1-6 (8) forecasted monthly peak, and (9) other

information as agreed. Such information shall be provided by Contractor in a typical weekday, Saturday and Sunday format.

B.3 Daily Preschedule:

WAPA and Contractor agree to use the WECC Preschedule Calendar as a basis for developing the prescheduling dates.

B.3.1 For schedules outside of WAPA's Sub-Balancing Authority Area, Contractor shall notify WAPA no later than 10:00 a.m. on each Business Day, or as otherwise agreed by the Parties, of its preschedules for each following day, up to and including the following Business Day. Such preschedules shall include suppliers and purchasers, type of transaction, (e.g., Unit Contingent or Interruptible or Non-Interruptible) hourly amounts, and daily totals. In addition, Contractor shall notify WAPA of the type of transmission arrangements made with intervening Balancing Authority Areas to affect the transactions. A properly completed NERC E-tag meets this requirement.

B.3.2 By 2:00 p.m. of each Business Day, Contractor shall transmit to WAPA the hourly preschedules, containing the information listed in Section B.11 hereto, in a format agreed upon by the Parties. Contractor may update the preschedules before midnight as more current information becomes available, so that the preschedules can reflect the most current Contractor Electric Power System conditions.

B.4 At Midnight:

The preschedule becomes the schedule of the day. Contractor shall make any changes to the schedule in accordance with timeframes and communication protocols outlined in the Business Practices of the Energy Imbalance Market (EIM) operator. Contractor shall also contact the Energy Control Center by voice communication no later than twenty (20) minutes before the hour to verify Contractor's net schedules. The Parties dispatchers may mutually agree to verify several hours of schedules before implementation but must confirm any changes. After this twenty (20) minute lock out period no additional changes to the schedule shall be accepted, except when Contractor, WAPA, or the Balancing Authority Area suffers an Emergency or when schedules into WAPA's Sub-Balancing Authority Area are curtailed or modified because of Unscheduled Flow or abnormal operating conditions. In that event, the Parties shall agree to schedule changes after the twenty (20) minute lockout period; after the scheduling hour has passed, the schedule, so changed, becomes the final schedule of the hour and Contractor may no longer change the final schedule.

B.4.1 If the scheduling data link between WAPA and Contractor fails, Contractor shall effect the schedule changes by voice communication, confirmed by electronic mail transmittal; the time of the schedule change shall be the time of the voice communication or as agreed by the Parties. Changes received after the lockout time shall not be accepted, unless otherwise agreed.

B.5 EIM:

Dynamically scheduled energy as a result of EIM dispatch is permitted as necessary for participation in EIM which transfers energy dynamically during the scheduling hour. Prior to the operating hour, Contractor will create an electronic tag with no energy profile. After each hour, Contractor will enter the net energy transferred due to EIM dispatches during the hour.

B.6 Deviation Energy:

B.6.2 During normal operations (EIM is balancing Sub-Balancing Authority Area real time loads), WAPA EMS will calculate deviations for each five (5) minute interval. The data points used in the calculations will be shared with the Contractor for their tracking of deviations.

B.6.2 During periods that EIM is unavailable, after each scheduling hour, when the actual integrated hourly Contractor Net Interchange is available, WAPA shall calculate the amount of deviation for each hour based on the calculation described in Section 10.6.1.2. Contractor and WAPA will check out on deviations after each hour.

B.7 Final Schedules:

At the end of each day (midnight), the final hourly schedules, including Contractor's actual generation from its generating resources, after verification by the Contractor and WAPA, shall become the schedule of that day.

B.8 Emergency:

If during the current scheduling hour, Contractor suffers an Emergency, including but not limited to, a Forced Outage of transmission or interruption of scheduled firm power supply, Contractor shall notify WAPA of the interruption. Contractor shall inform WAPA regarding the necessary adjustments to the schedules for the scheduling hour by voice communication within the first ten (10) minutes after the Emergency occurs. If the Emergency extends beyond the current scheduling hour, Contractor shall adjust subsequent hourly schedules to reflect the then-current Contractor Electric Power System conditions.

B.9 Reports:

Unless otherwise agreed by the Parties, Contractor shall provide WAPA with daily reports transmitted in a mutually agreed upon manner at least twice a week throughout the month, and monthly reports, within five (5) Business Days after the end of each calendar month, in a format agreed upon by both Parties consisting of:

1. Actual daily and hourly final scheduled transactions with daily totals and on-peak and off-peak subtotals.

2. Actual daily and hourly generation of Contractor's generating resources with on-peak and off-peak subtotals.

3. Actual daily and hourly Contractor System load with on-peak and off-peak subtotals.

4. Recorded on-peak and off-peak energy deviation, and deviation energy exchanges.

5. Summary of energy deviation by on-peak and off-peak periods that Contractor was unable to offset during the month.

6. Monthly summary of the final schedules for items 1-4.

7. Operating Reserve for each hour.

B.10 Reconciliation of Actual and Scheduled Data:

Except as otherwise provided in this Contract, or unless otherwise agreed by the Parties:

1. When EIM is available, the integrated 5-minute interval telemetered data shall serve as the normal basis for deviation accounting within the Maximum Deviation Band as set forth in Exhibit D. Each 5-minute interval will be settled separately, and

2. When EIM is not available, the integrated hourly telemetered data shall serve as the normal basis for deviation accounting within the Maximum Deviation Band as set forth in Exhibit D.

WAPA shall use the actual revenue meter register data to calculate charges for deviation outside the Maximum Deviation Band.

B.11 Information to be Scheduled by Contractor:

The hourly preschedules and schedules shall include the following quantities pursuant to Exhibit A hereto:

1. Contractor Electric Power System load,
2. Generation from each generation resource,
3. Total generation from generating resources,
4. Schedules at Points of Interconnection:
    a. Firm power purchases from each Third Party
    b. Firm power sales to each Third Party
    c. Interruptible Energy purchases from each Third Party
    d. Interruptible Energy sales to each Third Party
    e. Energy purchased from WAPA
    f. Energy sold to WAPA
    g. Contingency Reserves self-provided and purchased by source
    h. Contractor-owned generation wheeled across WAPA's system,
5. Amount of limitation on Contractor's generating resources,
6. Other information, as agreed from time to time,
7. Dynamic Schedules for energy received or delivered via EIM.

B.12 Electronic Tagging

Per the NERC Reliability Interchange standards (INT), the Balancing Authority Area and WAPA require all energy transactions crossing the Host Balancing Authority Area boundary, WAPA's Sub-Balancing Authority Area boundary, or those wheeled entirely within the WAPA Sub-Balancing Authority Area or Host Balancing Authority Area to be tagged with a NERC E-tag.

B.13 Execution by Counterparts

This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon, and may be

attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

B.14 Electronic Signatures

The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Bryan W. Griess
Title: Vice President of Power Operations for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, California 95630

CITY OF ROSEVILLE

Attest:

By: _____
Title: _____

By: _____
Name: Michelle Bertolino
Title: Electric Utility Director
Address: 2090 Hilltop Circle
Roseville, California 95747

Contract 04-SNR-00848

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGIONAL OFFICE
AND
CITY OF ROSEVILLE, CALIFORNIA
FOR
INTERCONNECTED OPERATIONS

Contract 04-SNR-00848

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SIERRA NEVADA REGIONAL OFFICE

AND

CITY OF ROSEVILLE, CALIFORNIA

FOR

INTERCONNECTED OPERATIONS

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EXHIBITS
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204 0000 0053 0057

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGIONAL OFFICE
AND
CITY OF ROSEVILLE, CALIFORNIA
FOR
INTERCONNECTED OPERATIONS

1. **PREAMBLE:** This Contract, made this 23rd day of December, 2004, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor, hereinafter called the Contracting Officer, and the City of Roseville, a charter city organized and existing under the laws of the State of California, hereinafter called Contractor, its successors and assigns; each sometimes individually called Party, and all sometimes collectively called Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western is a power marketing administration of the Department of Energy that is in the process of establishing a contract based Sub-Control Area within the Sacramento Municipal Utility District (SMUD) Control Area.

2.2 Contractor operates an Electric Power System in northern California.

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2.3 Contractor will be operating an Electric Power System within the boundaries of Western's Sub-Control Area and will be scheduling deliveries of power from Western, and imports to and exports from Western's Sub-Control Area, through Western.

2.4 As a result of Contractor's Electric Power System being electrically resident within Western's Sub-Control Area, Western may, by default or otherwise, perform certain services for Contractor.

2.5 The Parties wish to establish a contractual relationship and provide the vehicle to establish the operational rights and obligations of the Parties, identify the services provided, and provide for compensation for the services rendered under the terms and conditions contained in this Contract.

2.6 Contractor has executed a Network Service Agreement under Western's Open Access Transmission Tariff and a Contract for Interconnection.

3. **AGREEMENT**: The Parties agree to the terms and conditions set forth herein.

4. **EFFECTIVE DATE, TERM AND TERMINATION**: This Contract shall be effective January 1, 2005, or such later date that Western begins operation as a Sub-Control Area and, subject to prior termination pursuant to Sections 4.1 through and including 4.4 hereof, shall remain in effect through December 31, 2024.

4.1 Contractor may terminate this Contract upon one (1) year advance written notice given to Western. Such notice shall include the identity of the Control Area into which Contractor will move or a statement that Contractor will become a WECC recognized Control Area, the proposed actions that are necessary to accomplish the movement or to become a Control Area, and the proposed

timetable for such actions. Western will review such notice and will furnish Contractor with a cost estimate for Western's work to accomplish the proposed action within thirty (30) days of receipt of such notice. Contractor agrees to pay all of Western's reasonable costs to accomplish the change in operation resulting from the termination of this Contract. For the purposes of this Contract, reasonable costs shall be limited to labor and material to accomplish software changes for Western's supervisory control and data acquisition system (SCADA System), Automatic Generation Control system software changes, SCADA System remote terminal unit hardware and software changes, metering changes at Points of Interconnection, and applicable overhead charges.

4.2 Western may terminate this Contract upon two (2) years advance written notice given to Contractor if Western can not reasonably continue to provide the services covered by this Contract. Western agrees to pay all reasonable costs to accomplish the change in operation resulting from the termination of this Contract. For the purposes of this Contract, reasonable costs shall be limited to labor and material to accomplish software changes for Contractor's supervisory control and data acquisition system (SCADA System), Automatic Generation Control system software changes, SCADA System remote terminal unit hardware and software changes, metering changes at Points of Interconnection, and applicable overhead charges.

4.3 Either Party may terminate this Contract if the other Party defaults pursuant to Section 21. In the event Western terminates the Contract for default, Contractor, at its own expense shall make arrangements for and move into a new Control Area or form its own Control Area. In the event that Contractor fails to make such arrangements, Western, at its election, may require Contractor to take service under the terms and conditions of the applicable tariffs developed by

Western through a public process.

5. **DEFINITIONS**: The following terms, whether in the singular or the plural, when initially capitalized and used in this Contract shall have the meanings specified:

5.1 Adverse Impact

An impact on a Party's Electric Power System resulting from a Modification or new facility addition to the other Party's Electric Power System that (1) materially degrades reliability of a Party's Electric Power System or (2) materially reduces the Party's ability to conduct power transfers into or out of its Electric Power System.

5.2 Automatic Generation Control

Equipment which automatically adjusts generation from a central location to maintain an entity's system interchange schedule plus frequency bias obligation, if any.

5.3 Business Day

Any day other than Saturday, Sunday, or a legal public holiday as designated in Section 6103 of Title 5, U.S.Code or by Executive Order or federal statute or any WECC designated holidays.

5.4 Contract

This Contract for interconnected operations between Western and Contractor.

5.5 Contract for Interconnection

Contract 04-SNR-00850 or its successor, between Western and Contractor for interconnection of the Parties' Electric Power Systems.

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5.6 Contractor System Load

Contractor's load is determined by summing all of Contractor's net internal metered generation minus the total net power flows at all Points of Interconnection where power flow into Contractor's Electric Power System are a negative value and power flow out of Contractor's Electric Power System are a positive value.

5.7 Control Area

A system which regulates its generation through application of an Automatic Generation Control scheme in order to maintain its interchange schedule with other Control Areas, contributes its frequency bias obligation to the interconnection, and provides reserves sufficient to maintain reliable operations.

5.8 Control Area Operator

The entity responsible for operating a Control Area that performs all duties for such an entity specified by applicable NERC and WECC documents.

5.9 Electric Power System

All properties and assets that are owned by either Party, including any interests in jointly-owned facilities, such as the California-Oregon Transmission Project, and that are used for or pertain to the generation, transmission, transformation, control, or distribution of electric power, including all additions, replacements, extensions, expansions, improvements, and betterments thereto, and equipment associated therewith. Communication systems and equipment associated with the operation of the Electric Power System shall be included as part of the Electric Power System. To the extent that either Party is not the sole owner of an asset or property, only that Party's ownership or entitlement interest in such asset or property shall be considered part of its Electric Power System.

5.10 Emergency

An unplanned or unexpected operational event, series of operational events, or operational circumstance that causes a sudden or immediate loss or interruption of a Party's generating resources or transmission facilities due to equipment failure and, in the judgment of the affected Party's dispatcher, consistent with Good Utility Practice, requires the taking of immediate action to preserve, maintain, or reestablish the safety, integrity, or operability of the facilities that have been affected and to meet the System load within that Party's service area. Insufficient prime mover energy, fossil fuel, or other shortages of prime-mover energy shall not be considered an Emergency unless such insufficiency or shortage is the result of an Uncontrollable Force. Drought shall not be considered an emergency. In addition, losses or interruptions resulting from the following events shall not be considered an emergency: (1) recurring or chronic operational, maintenance, or contractual problems, (2) failures of generating resources to start up on demand, (3) pre-scheduled curtailments or pre-scheduled interruptions of power or transmission service, (4) curtailments or interruptions of power or transmission service that occur with advance notice of at least one hour, or (5) curtailments or interruptions of power or transmission service that occur without notice where such curtailment or interruption can reasonably be expected and should be planned for consistent with Good Utility Practice. In determining whether a Party has suffered a bona-fide Emergency, especially regarding whether a particular curtailment or interruption of service could reasonably have been anticipated by that Party, the other Party shall give due consideration to the standards applicable to planning for contingencies in keeping with Good Utility Practice and the planning standard set forth in Section 9 hereof.

5.11 Energy Control Center

Western's central system dispatch center located in Folsom, California.

5.12 Forced Outage

Any full or partial unplanned outage of a Party's generating resources or transmission facilities.

5.13 Good Utility Practice

Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

5.14 Interconnection Facilities

Each Point of Interconnection and the facilities and equipment supporting it as determined consistent with Good Utility Practice (e.g., circuit breakers, protective devices, relays, and metering).

5.15 Interruptible Energy

Energy which is subject to immediate curtailment for any reason without advance notification by the supplier.

5.16 Maximum Deviation Band

The maximum megawatt-hour per hour (MWh/hr) deviation of metered energy

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relative to scheduled energy allowed, both positive (over generation) and negative (under generation), within which deviations are accounted for and the associated energy is returned by the owing Party, as specified in Section 10.6 hereof.

5.17 Most Severe Contingency

The generating capacity equal to the greater of: (1) the largest, single on-line generating resource; (2) the sum of a utility's on-line generating resources or purchases of firm power served by a single transmission circuit; or (3) the loss of a credible single or multiple system element(s) consistent with WECC practices.

5.18 NERC

The North American Electric Reliability Council or successor agency.

5.19 Non-Spinning Reserve

See Section 5.22.1 hereof.

5.20 Operating Reserve

See Section 5.22.2 hereof.

5.21 Points of Interconnection or POIs

Those places on the transmission system where facilities are established to connect the Electric Power System of Western with the Electric Power System of Contractor and the Electric Power Systems of third parties to the Electric Power System of Contractor. The Points of Interconnection are made up of Points of Receipt (POR) and Points of Delivery (POD) as typically recognized by NERC in the TSIN Registry.

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5.22 Reserves

5.22.1 Non-Spinning Reserve

That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.

5.22.2 Operating Reserve

That capability above firm system demand required to provide for regulation, load forecasting error, equipment forced and scheduled outages, and local area protection. It consists of spinning and non-spinning reserve.

5.22.3 Regulating Reserve

An amount of spinning reserve responsive to Automatic Generation Control, which is sufficient to provide normal regulating margin.

5.22.4 Spinning Reserve

Unloaded generation which is synchronized to the system and ready to serve additional demand.

5.23 Scheduled Maintenance

Outage for overhaul, repair or maintenance of a Party's generating units or transmission facilities that are coordinated and scheduled in advance.

5.24 Significant Operational Change

Any operational change proposed by a Party that could reasonably be expected to significantly affect the other Party's Electric Power System or Control Area or any action taken by the Control Area operator which may cause a significant

change in the way a Party operates or must operate its Electric Power System or Control Area or the Points of Interconnection between the Parties. For the purposes of this Contract, Western's implementation of Sub-Control Area operation and Contractor's operation of the Roseville Energy Park are not a Significant Operational Change.

5.25 Significant Regulatory Change

Any course of action ordered by the Congress, the President of the United States, or by a Federal Executive Branch Agency including the Department of Energy directive that significantly affects the ability of either Party to fulfill its obligations under this Contract.

5.26 Spinning Reserve

See Section 5.22.4 hereof.

5.27 Spinning Reserve Requirement

Spinning Reserve that Contractor must maintain at all times pursuant to Section 10.1 hereof.

5.28 Sub-Control Area

An Electric Power System operating within a Host Control Area that is bounded by meters and is responsible for Control Area like performance of generation, load, and transmission.

5.29 Third Party

A person or entity other than Western or Contractor.

5.30 Uncontrollable Force

Any cause beyond the control of the Party affected including, but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or non-action by, or failure to obtain the necessary authorizations or approvals from, any government agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

5.31 WECC

The Western Electricity Coordinating Council or successor agency.

6. **SUB-CONTROL AREA STANDARD**: If the Control Area Operator implements NERC or WECC standards or requirements in a manner that results in charges paid by Western, the Parties shall meet and confer on any allocation of increased responsibilities and/or costs to Contractor. Western will charge the Contractor its share, as determined by Western in a public process, of additional charges, and Contractor shall pay such charges, to the extent such charges are not covered in an existing rate schedule.

7. **INTERCONNECTION**: The electrical systems of the Parties shall be interconnected at the Points of Interconnection as provided for in the Contract for Interconnection.

8. **SIGNIFICANT REGULATORY OR OPERATIONAL CHANGE**:

8.1 Notice. If, at any time during the term of this Contract, either Party becomes aware of a Significant Regulatory Change or Significant Operational Change that impacts a provision of this Contract, such Party shall provide notice to the other

Party no later than one month after becoming aware of such Significant Regulatory Change or Significant Operational Change. The notice shall contain a description of the Significant Regulatory Change or Significant Operational Change, including expected time schedules and studies, in accordance with Section 8 hereof. If the Party giving notice believes that it will be necessary to amend this Contract to address the anticipated change, then the notice to the other Party may include a proposal that the Parties meet in order to negotiate an appropriate amendment to this Contract.

8.1.1 Studies of Significant Operational Change

If, in accordance with Section 8.1, a Party receiving notice from the other Party of a Significant Operational Change believes that the proposed change may reasonably be expected to affect the operation of its Electric Power System materially, it may request a study of any such Significant Operational Change to determine the potential for any Adverse Impact and any potential avoidance or mitigation measures thereto. The Parties shall cooperate in providing information necessary to conduct such study. If Western determines that, in addition, a system planning study is required, Western shall perform such study within 120 days of notice of the Significant Operational Change. The study costs shall be the responsibility of the Party whose proposal will cause the Significant Operational Change, or will be shared by the Parties if (1) the Control Area Operator is an entity other than Western and is the one who causes or will cause the Significant Operational Change or (2) the Significant Operational Change is a proposal of a Third Party; provided, that such costs may be paid by a responsible Third Party. The study shall identify options for mitigation measures, if any. Upon completion of the necessary studies, the Parties will each review the study results and discuss any recommendations for avoidance and/or mitigation of Adverse Impacts.

8.1.2 Mitigation and Costs

Unless otherwise agreed by the Parties, the Party whose proposal or action causes the Significant Operational Change (modifying Party) shall be responsible for compensating the other Party (affected Party) for the reasonable cost, if any, of mitigating any Adverse Impact on the affected Party's Electric Power System caused by the change; provided, that such costs may be paid by a responsible Third Party. Any reasonable cost incurred by the affected Party, in its cooperation with the modifying Party, shall be reimbursed by the modifying Party. All avoidance or mitigation measures shall be completed and any compensation due to the affected Party shall be agreed upon before the Significant Operational Change is made; provided that if the Significant Operational Change is caused by a Third Party, the allocation of costs of any Adverse Impacts shall be agreed upon by the Parties.

8.1.3 A Party exercising its contractual or legal rights to terminate the Contract will not cause a Significant Operational Change.

8.2 Significant Regulatory Changes. If in accordance with Section 8.1, a Party receiving notice from the other Party of a Significant Regulatory Change believes that the proposed change may reasonably be expected to affect its performance under this Contract, either Party may propose modifications to this Contract. However, the modifications cannot be any broader than the scope that is reasonably necessary to address the issues raised by the Significant Regulatory Change. After receiving notice of a proposed Significant Regulatory Change, the Parties shall promptly meet and attempt to negotiate any necessary modifications. If the Parties are unable to negotiate any modifications, Western may take the necessary steps to implement the actions necessitated as a result

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of the Significant Regulatory Change. In the event Western incurs any costs associated with a Significant Regulatory Change or the implementation thereof, Western will charge the Contractor its share of such additional costs as determined by Western, after consultation with the Contractor, and Contractor shall pay such charges to the extent not covered by a then current rate schedule.

9. **PLANNING STANDARD**: Each Party shall plan independently to meet its own load, reserves, and contingencies through advance resource and transmission planning, construction of generating resources and transmission resources, and power purchases. In so planning, the Parties shall be obligated under this Contract to utilize a planning standard at least equal to WECC standards, as those standards may be revised, amended or superseded from time to time.

10. **OPERATIONS**: Western subscribes to the operating standards of the NERC and WECC as implemented by the Control Area Operator. Contractor, as an independent interconnected utility operating within Western's Sub-Control Area, agrees and shall be obligated to the operating standards and requirements of the NERC and WECC as implemented by the Control Area Operator, and the requirements set forth expressly in this Section 10, as these standards and requirements may be modified from time to time, and to provide the necessary information to ensure that Western can carry out its responsibilities as Sub-Control Area operator.

10.1 Contractor shall maintain or otherwise provide for Spinning Reserve and Non-Spinning Reserve at all times equal to Contractor's share of Spinning Reserves and Non-Spinning Reserves required and calculated in accordance with Exhibit C, made a part hereof.

10.1.1 All Spinning Reserve and Non-Spinning Reserve required to be provided by Contractor to meet the requirements of Exhibit C hereof shall be scheduled by Contractor with Western, in accordance with Exhibit B

hereto; provided, however, that in operating its Electric Power System, Contractor shall prudently distribute its Spinning Reserve among its resources and/or purchases of Spinning Reserve. Western will include Contractor's schedule in calculating the Spinning Reserve and Non-Spinning Reserve available for the Sub-Control Area.

10.1.2 In addition to the ability to purchase reserves under the Western Open Access Transmission Tariff, Contractor may purchase and import Spinning Reserve and Non-Spinning Reserve from any Control Area adjacent to the SMUD Control Area to meet its Operating Reserve requirement. Contractor may also import Spinning Reserve and Non-Spinning Reserve from Control Areas not adjacent to the SMUD Control Area if the practices of the SMUD Control Area allow for Spinning Reserve and/or Non-Spinning Reserve purchase and import from other non-adjacent Control Areas.

10.1.3 If, at any time, the Spinning Reserve or Non-Spinning Reserve provided by Contractor falls below Contractor's Operating Reserve requirement, Contractor shall take immediate action to restore its Operating Reserve within ten (10) minutes to meet the Operating Reserve requirement. In the event Contractor takes such action and, despite its best efforts, is unable to eliminate the deficiency in its Operating Reserve, such deficiency shall be deemed to have been supplied and purchased as Operating Reserve from Western. Such purchase shall be made for all hourly scheduling periods and portions thereof in which the deficiency in either Spinning Reserve or Non-Spinning Reserve occurred. For example, if such deficiency occurs within an hourly scheduling period and is restored within the next hourly scheduling period, the purchase will be

If Contractor makes best effort Western will stop purchases

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deemed to be made for two hourly scheduling periods. The Contractor shall pay for its deficiency in Spinning Reserve and Non-Spinning Reserve in accordance with the rates, calculated for hourly periods, set forth in the Schedules of Rates applicable to Western, effective January 1, 2005, or any superseding rate schedule.

10.1.4 If (1) Western's obligations change for providing Operating Reserve for the Sub-Control Area because of actions taken by the WECC or NERC, and (2) such changed obligations justify a revision to the Operating Reserve requirement or requirement for additional Operating Reserves, Western shall revise the Parties' obligations pursuant to Exhibit C, so as to maintain Contractor's share of the changed obligations. Western shall notify Contractor of any such revisions and the Parties shall discuss the revisions before implementing them.

10.2 The Parties shall coordinate Scheduled Maintenance as required by this Section 10.2.

10.2.1 The Parties agree that each Party will make best efforts to schedule maintenance on generating units for times of the year when the units are not necessary to meet that Party's Electric Power System load and firm power sales. Western shall provide to Contractor a copy of its most recent report containing maintenance schedules for generating resources controlled by Western. Contractor shall notify Western on or before November 1 of each calendar year regarding the schedules for maintenance outages for each unit during the succeeding year. Contractor may adjust the schedule at any time as necessary to reflect expected conditions, but preferably at least thirty (30) days in advance of the date specified for the particular maintenance outage in its November 1

notice to Western, and shall notify Western of any schedule adjustments when they become known.

10.2.2 Each Party shall (1) notify the other Party at least seventy-two (72) hours before beginning any Scheduled Maintenance of its facilities that may materially affect the other Party's Electric Power System and (2) notify the other Party and obtain that Party's concurrence at least seventy-two (72) hours before beginning any Scheduled Maintenance of its facilities that are directly interconnected with the other Party's Electric Power System; provided, however, that a Party may withhold concurrence only to the extent that Party is experiencing unusual operating conditions on its Electric Power System and, in that event, that Party will agree on an appropriate date and time to reschedule such Scheduled Maintenance.

10.3 Contractor shall schedule its resources to meet its load, including sales to third parties, on a real-time basis integrated over a one-hour scheduling period in accordance with the requirements and procedures described in Exhibit B hereto. Western may modify these procedures at any time and shall notify Contractor of the changed procedure at least thirty (30) days in advance of their scheduled implementation; provided, however, that any such modification(s) shall be nondiscriminatory, and consistent with Good Utility Practice. For purposes of this Section 10.3, the term "procedures" shall include, but shall not be limited to, the time for submitting pre-schedules and the date of the monthly forecast. All Points of Interconnection between the Parties' Electric Power Systems shall be treated as a common "combined" Point of Delivery and/or Point of Receipt for the purposes of power billing and power scheduling.

10.4 Western requires specific operating data pertinent to operation of the Sub-

Control Area. Contractor shall, at its own expense, provide such data to Western by owning, installing, and maintaining telemetering equipment at its generation resources and Points of Interconnection with Western and Third Parties to measure power and reactive flows between Contractor's Electric Power System and Western and between Contractor's Electric Power System and Third Parties, and such other data as may be agreed upon. Contractor shall telemeter data from these resources and points to the Energy Control Center, unless otherwise agreed. Further, if Contractor owns such meters at the time meters are tested, Western shall be notified of the time and place for such test and shall be afforded the opportunity to witness such test. Contractor shall provide documentation that its telemetering equipment is accurate within one quarter (1/4) of one (1) percent.

10.5 Each Party shall take immediate action to relieve or remedy an Emergency. Each Party shall notify the other Party's schedulers or dispatchers immediately following an Emergency or Forced Outage of key facilities in accordance with the following:

10.5.1 Key facilities are generating resources that are considered important to interconnected operation by the Electric Power System that owns the facilities. Key facilities generally include:

10.5.1.1 A major interconnection between Control Areas or between Electric Power Systems within the Control Area.

Need to notify Western immediately of outage

10.5.1.2 Transmission operated at 230-kV and higher that can significantly affect inter- and intra-Control Area operation.

10.5.1.3 Transmission from major generating resources.

10.5.1.4 Generating equipment, which when forced out of

service may have a significant impact on the operation of key transmission circuits.

10.5.2 Contractor shall notify the Energy Control Center immediately, but in no case later than ten (10) minutes, following an Emergency or Forced Outage on a Contractor key facility. Western shall notify Contractor's schedulers or dispatchers within ten (10) minutes following a Forced Outage on a Western key facility that Western determines, in its sole judgment, will materially affect Contractor's Electric Power System. Such notification of an Emergency or Forced Outage of a key facility shall include information regarding generator name or line terminal names, outage starting time, expected outage duration and reason for the outage. Forced Outages of equipment associated with key transmission circuits (capacitors, reactors, transformers, etc.) shall be reported in the same manner as key transmission circuits, if the outage significantly and materially affects the operation of the key transmission circuit. Western shall not use Contractor resources to respond to a Forced Outage on Western's Electric Power System, provided that either Party may call on Operating Reserves carried by the other Party to respond to a Forced Outage, unless otherwise agreed.

10.5.3 If Contractor experiences an Emergency or Forced Outage, Contractor shall, at the time of notification to Western, use its best efforts to adjust its power schedules as necessary to reflect the Forced Outage and to achieve zero energy deviation within the current hourly scheduling period. In addition, Contractor shall continually keep the Energy Control Center appraised of the status of the Emergency and of corrective actions taken and planned.

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10.5.4 Each Party shall promptly report to the other Party's dispatchers or schedulers significant operating events that may materially affect the other Party's Electric Power System or its operations. Significant operating events to be reported shall include, but not be limited to, any of the following events that may materially affect the other Party's Electric Power System or operations:

10.5.4.1 Paralleling or separating the Parties' Electric Power Systems;

10.5.4.2 Paralleling or separating a Party's generating unit;

10.5.4.3 Failure of a Party's generating unit to start;

10.5.4.4 Scheduled or unscheduled shutdown or equipment clearance on transmission switches, breakers, transformers or any other electrical equipment associated with a key facility; and

10.5.4.5 Opening of connections between Contractor's substations. Each Party shall keep the other Party's dispatchers or schedulers apprised of the status of the significant operating event and of the corrective actions taken and planned, if applicable.

10.5.5 Contractor shall notify the Energy Control Center as soon as Contractor determines a limitation of its resources available to meet load. Contractor's notification shall include the duration and nature of such limitation. Contractor shall continually keep the Energy Control Center appraised of the status of the resource limitation and of the corrective

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actions taken and planned.

10.6 The goal of each Party is to minimize deviations between its own loads and resources. In keeping with this goal, Contractor shall have an affirmative obligation to balance energy and capacity deviations (positive and negative) within each integrated one-hour scheduling period to achieve a net of zero deviations. Contractor's net deviations within each integrated one-hour scheduling period shall be accounted for in accordance with this Section 10.6.

10.6.1 Deviations occur when the net of Contractor's schedules at Contractor's POIs does not match the net of Contractor's power flows at Contractor's POIs. The method for determining Contractor's net deviation over an integrated one-hour scheduling period is as follows:

Deviation (MWh/hour) = (net of all POI metered inflows plus metered outflows) minus (net of all POI scheduled imports plus scheduled exports)
Where:
Inflows and imports into the Contractor's Electric Power System are a negative value; and
Outflows and exports out of the Contractor's Electric Power System are a positive value.

10.6.2 The Maximum Deviation Band shall, unless otherwise agreed, be calculated according to Exhibit D and shall apply to each integrated one-hour scheduling period. The Contractor shall pay for the Maximum Deviation Band under Western's Schedule of Rate for Regulation and Frequency Response Service, effective January 1, 2005, or any superseding rate schedule, and such purchase shall fulfill the regulation requirements of Contractor.

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10.6.3 At the close of each integrated one-hour scheduling period, Western and Contractor shall calculate and agree upon the deviation for that period. Each day, Western shall provide Contractor with a summary of the previous day's deviations as agreed upon by the Parties' dispatchers.

10.6.4 For deviations within the Maximum Deviation Band, Western and Contractor shall correct the accumulated net deviations by exchanging energy during like on-peak and off-peak periods of the same day or the earliest practicable day consistent with prescheduling procedures in Exhibit B.3, unless otherwise agreed. Any net accumulation at the end of the day shall be carried over for the following day for correction during the on-peak or off-peak period. Neither Party shall require the other to either pay for or exchange capacity associated with deviations within the Maximum Deviation Band.

10.6.5 If, for any integrated one-hour scheduling period, Contractor's deviation is positive (overgeneration) and exceeds the Maximum Deviation Band, Contractor shall take steps to reduce the deviation to an amount within the Maximum Deviation Band as soon as possible. All deviation energy in excess of the Maximum Deviation Band is deemed lost to the Sub-Control Area, and Contractor shall not be entitled to any compensation for such energy. Contractor shall not be entitled to any compensation for capacity associated with Contractor's positive (overgeneration) deviations in excess of the Maximum Deviation Band.

10.6.6 If, for any integrated one-hour scheduling period, Contractor's deviation is negative (undergeneration) and exceeds the Maximum

Deviation Band, Contractor shall take steps to reduce the deviation to an amount within the Maximum Deviation Band as soon as possible. The amount of negative (undergeneration) deviation energy in excess of the Maximum Deviation Band shall be deemed to have been supplied by Western and Contractor shall pay Western for such energy in accordance with Western's Central Valley Project rate schedule then in effect and Section 13.

10.6.7 If, during any integrated one-hour period, Contractor experiences an Emergency or unexpected loss or interruption of generating or transmission facilities that results in a net negative (undergeneration) deviation in excess of the Maximum Deviation Band, Contractor shall, within ten minutes of that loss or interruption, notify Western regarding necessary changes to Contractor's schedules.

10.7 Each Party shall use its best efforts to minimize the net reactive power flow between the Parties' Electric Power Systems measured at the POI, unless otherwise agreed. To meet this obligation, each Party shall install and operate the necessary facilities on its own Electric Power System at its own expense to monitor and control its reactive power flow. Contractor shall use best efforts to follow the area voltage schedules implemented by Western specific to each POI, as those schedules may be revised from time to time by Western.

10.8 Programs for manual load shedding and rotating interruptions of customer load are essential for reliable utility operation. The requirements and standards contained in this Section 10.8 represent Good Utility Practice, are required by NERC and WECC regulations, and are mutual for both Parties.

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10.8.1 Contractor shall cooperate with Western to develop and implement, as necessary, plans for manual load shedding, voluntary and mandatory, consistent with both of the following: (1) plans for load shedding observed in the Control Area and (2) regulations and orders of regulatory or other agencies having jurisdiction over such matters. Such plans shall include provisions for cases of sudden emergency loss of an energy resource of sufficient size or capacity to require interruption of service to non-interruptible utility customers such as failure of certain generation or transmission facilities.

10.8.2 If, at any time, the load requirements of Western's Sub-Control Area exceed the power sources available to the Sub-Control Area to meet such load requirements, the Parties shall implement load shedding, so as to maintain, as far as practicable, with due consideration for the requirements of public health and safety, the relative size of load served by each Party in the same proportion as existed before load shedding, unless required otherwise by circumstances beyond the control of the Parties. When manual load shedding or rotating interruptions are necessary, Western's Energy Control Center shall notify Contractor's dispatchers or schedulers of the required action and Contractor shall comply immediately. Western shall not initiate load shedding for economic reasons or for lack of sufficient energy supply by another contractor of Western to meet the load of such other contractor of Western.

10.9 Western may temporarily separate all or any part of the facilities of its Electric Power System from all or any part of Contractor's Electric Power System if Western determines at any time that the following conditions exist or that the described action is necessary: (1) in case of an Emergency that directly affects

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Western's ability to provide power to Contractor; (2) to prevent a hazard to life or property; or (3) when the operation of Western's Electric Power System is suspended, interrupted or interfered with as a result of an Uncontrollable Force, including excessive loop flow. In that event, the Energy Control Center shall notify Contractor's dispatchers or schedulers if Contractor action is required and Contractor shall comply immediately. Service so interrupted or interfered with shall be restored as soon as practicable. Western shall contact Contractor's schedulers or dispatchers to review changes to Contractor's schedules and coordinate plans to restore service or parallel facilities.

10.10 All interruptions of service or separation of the Electric Power Systems of the Parties, other than those expressly described in Sections 10.8 and 10.9 hereof, shall be made as mutually scheduled by the Parties.

10.11 The Parties have installed automatic devices to assist in maintaining the integrity and reliability of their respective Electric Power Systems and to protect their customers from damage, injury or prolonged outages. Service under this Contract is subject to interruption in the event of the operation of such devices. Service interrupted or reduced as a result of the operation of such devices shall be restored at the earliest possible time. If (1) automatic protective devices on Western's Electric Power System operate, (2) Contractor's service from Western is reduced as a result of that operation, and (3) Contractor provides energy to Western at that time, the following shall apply:

10.11.1 Contractor shall be obligated to adjust its operations during the hourly scheduling period in which the event occurred to prevent energy deliveries to Western, unless Western requests such emergency energy from Contractor; and

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10.11.2 If so requested by Western, the energy delivered by Contractor to Western within that first hourly scheduling period in excess of Contractor's Maximum Deviation Band shall, at Contractor's option, either be paid for by Western under a separate agreement, or returned by Western during a like time period or at a time mutually acceptable to the Parties.

10.12 In the event Western incurs additional charges for the performance of this Contract, Western shall meet and confer with Contractor to determine the allocation of such charges. Western will charge the Contractor its reasonable share, as determined by Western, and Contractor shall pay such charges, to the extent such charges are not covered in an existing rate schedule.

11. **METERING**: Power delivered to Contractor through its interconnections with Western and third parties shall be measured by suitable electric meters installed at the Points of Interconnection and at Contractor's generating resources directly connected or proposed to be directly connected to Western's Electric Power System in accordance with the provisions of the Contract for Interconnection and the terms herein.

11.1 Except for meters owned by Western and third parties, Contractor shall provide, install, own, operate, and maintain meters, backup meters and associated equipment at each Point of Interconnection and generating resource, unless otherwise agreed.

11.2 Metering equipment located at Points of Interconnection shall measure and record real and reactive power flow in both directions.

11.3 Contractor's metering equipment for its generating resources shall measure and record both net real and reactive power generated.

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11.4 Such "in" and "out" meters specified under Sections 11.2 and 11.3 hereof shall be designed to prevent reverse registration and measure and record continuously deliveries of kilowatts, kilovars, and, if required, line loss.

11.5 Contractor shall provide written notice to the other interconnected party if it intends to have the meters specified in this Section 11 replaced, except in the case of equipment failure. In the case of equipment failure, when mutually agreed, oral notification may be deemed to fulfill the notification requirements.

11.6 All meters shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted.

11.7 Measurement of power deliveries at Points of Interconnection and generating resources shall be made at the high voltage bus (net of station uses), unless otherwise agreed by the Parties.

11.8 Solid state meters shall be inspected and tested by the owner at least once every thirty (30) months, all other meters shall be inspected and tested at least once each year, and at any reasonable time upon request of the other Party. Representatives of the other Party shall be afforded the opportunity to be present on such occasions.

11.9 Any metering equipment found to be defective or inaccurate shall be repaired, adjusted, or replaced. Should any meter fail to register, the demand created and energy delivered hereunder during such period of failure to register shall be replaced with those recorded by the backup meters in the corresponding period, or if the backup meters also fail to register, demand created and energy delivered should be estimated by the Parties and appropriate third parties from

the best information available.

11.10 Meters found to be inaccurate by one (1) percent or more shall be immediately repaired, adjusted, or replaced. Adjustment shall be made to compensate for the effect of the inaccuracy. Such adjustment shall be made to correct all measurement made by the inaccurate meter for (1) the actual period during which inaccurate measurements were made, if that period can be determined, or if not, (2) the period immediately preceding the test from the date of the last previous test of the meter, unless provided differently in other written contracts and agreements between the Parties.

11.11 Corrections in billing resulting from inaccurate meters shall be made as soon as possible. Such correction, when made, shall constitute full adjustment of any claim between the Parties arising out of such inaccuracy of meters.

11.12 Representatives present at the meter tests shall use best efforts to estimate the amount of capacity and energy created during the meter test. Demand and energy so created shall be adjusted from the meter registration accordingly.

11.13 The owner of the meters shall be responsible for the reading of the meters, which shall be done on the first Business Day of each calendar month, and at such other times as may be required to carry out the provision of this Contract.

12. **ENGINEERING AND OPERATING COMMITTEE**: The Parties shall establish an Engineering and Operating Committee (Committee) for the purpose of coordinating transmission planning and operating activities under this Contract. The Committee shall

consist of two representatives from each Party. Within sixty (60) days of the effective date of this Contract, each Party shall submit the names of its initial representatives to the other Party. A Party may, at any time, change its representatives to the Committee by providing written notice to the other Party. Initially, the Committee will be responsible for developing a written document, to be executed by the Parties, which establishes the scope of the Committee's proposed activities and the procedures under which the Committee will operate; provided that the scope of the Committee's activities shall conform with the above stated purpose and the Committee shall not have the authority to discuss or resolve contractual disputes.

13. **BILLING AND PAYMENT**: Western may collect in advance, by billing on or before the fifteenth (15th) day of the preceding month, for charges associated with the Maximum Deviation Band for the following month. Charges for other services rendered or costs incurred during the preceding month shall be billed to Contractor on or after the last day of each month. Charges shall be separately itemized. Sufficient supporting information and documentation to establish the basis for and appropriateness of each charge in the bill shall accompany each bill submitted. Any claim by Contractor that Western has not provided sufficient information and documentation shall not relieve Contractor of its obligations under this Contract.

13.1 If charges cannot be determined accurately for preparing a bill under this Contract, Western may use its best estimates in preparing the bill. All estimated charges shall be labeled as such, and Western shall document the basis for the estimate used. Estimated billings shall be prepared and paid in the same manner as other billings under this Contract.

13.2 When final and complete billing information becomes available and charges can be determined accurately, Western will prepare and submit an adjusted bill to Contractor. Additional payments by Contractor shall be made in accordance with

the payment provisions of this Section 13. At Western's discretion, refunds by Western may be a payment to the Contractor, or appear as a credit on the next monthly bill(s) to the Contractor.

13.3 All payments for services provided pursuant to this Contract shall be made directly to Western unless otherwise agreed to and arranged for by the Parties. Contractor's payments of its obligations arising under this Contract are not subject to any reduction, whether by offset, payments into escrow, or otherwise as a result of (1) a dispute between Contractor and Western, (2) a dispute between Contractor and a Third Party, or (3) the rights and obligations of Western and Contractor under any separate agreement between them.

13.4 Payments of any bills to Western are due and payable by Contractor before the close of business ten (10) calendar days after the date of issuance of each bill or the next Business Day thereafter if said day is not a Business Day. Payments should be sent by Contractor to Western at the address contained in Exhibit E.

13.5 Bills or portions of bills that are not paid in full on or before the payment due date shall thereafter accrue a late charge calculated in accordance with Article 14 of Western's General Power Contract Provisions then in effect.

13.6 If any portion of a bill is disputed, Contractor shall pay the full amount and, on or before the payment due date notify Western in writing of the amount in dispute and the specific basis for the dispute. Within thirty (30) days of Western's receipt of Contractor's notice of a dispute (or such extended period as the Parties may agree upon), the Parties shall attempt to agree on any adjustments that may be appropriate to the disputed portion of the bill, including any refund.

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14. **SEVERABILITY**: In the event that any material term, covenant, or condition of this Contract, or the application of such material term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, the Parties shall have ninety (90) days, or such other time as agreed by the Parties, to negotiate provisions which restore the benefits and burdens of this Contract between the Parties. If the Parties fail to agree on such provisions, this Contract shall terminate and be of no further force or effect; Except that obligations to pay for service rendered hereunder shall remain until satisfied.

15. **MODIFICATION OF THIS CONTRACT**: Except as provided herein, neither this Contract nor any term, covenant, or condition hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing, mutually agreed to and executed by each Party.

16. **EXHIBITS**: The initial Exhibits A, B, C, D, and E are attached hereto, made a part hereof and shall be in full force and effect in accordance with their respective terms until superseded by a subsequent Exhibit(s). The Exhibit(s) may be modified from time to time, in accordance with this Contract.

17. **RECORDS AND AUDITS**: Each Party shall maintain appropriate records and supporting documentation applicable to the provisions of this Contract. Such records and supporting documentation shall be retained for at least three (3) years after the close of the calendar year. Upon written request and reasonable notice, each Party agrees to provide to the other Party access to such records and supporting documentation for review and inspection. The records and supporting documentation may be inspected and copied, at the requesting Party's expense, any time during regular office hours. Any exceptions noted in any audit process will be forwarded to the audited Party for review and response. The audited Party agrees to response within

sixty (60) days after receipt of any such exception. Any adjustments to records and supporting documentation as a result of an agreed audit exception shall be made for the period to which such exception applies.

18. **RELATIONSHIP OF THE PARTIES**: Except to the extent otherwise provided herein, the covenants, obligations and liabilities of the Parties are intended to be several and not joint or collective, and nothing herein contained shall ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties. Each Party shall be responsible for its own covenants, obligations and liabilities as herein provided. No Party shall be under the control of or shall be deemed to control the other Party. No Party shall be the agent of or have a right or power to bind the other Party without its express written consent, except as expressly provided in this Contract. Except as provided herein, no provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a Party hereto.

19. **NON-DEDICATION OF FACILITIES**: The Parties do not intend to dedicate and nothing in this Contract shall be construed as constituting a dedication by either Party of its properties or facilities, or any part thereof, to the other Party or to the customers of either Party.

20. **GOVERNING LAW**: This contract shall be interpreted, governed by and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly within the State of California.

21. **DEFAULT**: The failure of either Party to perform any of its material obligations under this Contract shall constitute a default under this Contract. If either Party defaults

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under this Contract, the other Party may terminate this Contract; provided that prior to such termination the other Party must provide the defaulting Party with written notice stating: 1) the Party's intent to terminate; 2) the date of such intended termination; 3) the specific grounds for termination; 4) specific actions which the defaulting Party must take to cure the default, if any; and 5) a reasonable period of time, which shall not be less than sixty (60) calendar days, within which the defaulting Party may take action to cure the default and avoid termination, provided there is any action which can be taken to cure the default.

22. **NOTICES**: Any notice, demand, or request required by this Contract to be given in writing to either Party shall be considered properly given when delivered in person, or sent by either registered or certified mail, postage prepaid, or prepaid telegram addressed to the person and the address set forth in Exhibit E attached hereto. Any Party may change the designation of the person or the address to which such notices are to be sent by notice in writing to the other Party given in accordance with the foregoing provisions.

23. **DISPUTE RESOLUTION**: Any dispute arising between the Parties regarding their rights or the performance of their obligations under this Contract shall be resolved according to the following procedures. This section does not create any rights to modify or amend this Contract.

23.1 Informal Settlement Procedure. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between the Contractor's Utility Director or his or her designated representative and an executive of similar authority of Western. Either Party may give the other Party written notice of any dispute, and within twenty (20) calendar days after delivery of such notice, the executives shall meet at a mutually acceptable time and place and thereafter as often as they reasonably deem

necessary, but at least weekly, to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) calendar days of the first meeting, either Party may initiate a mediation of the controversy or may initiate formal dispute resolution under Section 23.2.

23.2 Formal Settlement Procedure. In the absence of a voluntary resolution reached in accordance with Section 23.1, either Party may seek to resolve a dispute by seeking judicial relief. The Party, with the written consent of the other Party, in the alternative may submit the dispute to non-binding arbitration which shall be conducted using any procedures agreed to by the Parties. No litigation or arbitration shall be commenced until not less than twenty (20) calendar days after notice of the initiation of proceedings has been provided to both Parties; Provided, However, that the preceding requirement shall not preclude a Party from initiating litigation or arbitration to secure any legal right which may otherwise be forfeited due to limitation or requirements imposed by rule or statute.

24. **GENERAL POWER CONTRACT PROVISIONS.** The General Power Contract Provisions (GPCP), dated July 10, 1998, as they may apply, are attached hereto, and are hereby made a part of this Contract the same as if they had been expressly set forth herein; Provided that Sections 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 20, 21, and 22 shall not apply to this Contract.

25. **AUTHORITY TO EXECUTE**: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract which binds and obligates the Party.

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IN WITNESS WHEREOF, Western and Contractor have caused this Contract 04-SNR-00848 to be executed as of the date first written above.

WESTERN AREA POWER ADMINISTRATION

By: Tom Carter

Title: Operations Manager

Address: 114 Parkshore Dr.
Folsom, CA

Date: 12/23/04

CITY OF ROSEVILLE, CALIFORNIA

By: W. Craig Robertson

Title: City Manager

Address: 311 Vernon Street
Roseville, CA 95678

Date: December 16, 2004

(Attest)

By:

Title: Deputy City Clerk for City Clerk

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EXHIBIT A

Contractor Net Interchange Determination

This Exhibit A applies to net interchange accounting required to calculate the Contractor's deviations in accordance with this Contract. This Exhibit A may be changed by agreement of the Parties to reflect Contractor Electric Power System changes, addition or deletion of Points of Interconnection, metering changes, or such other modifications to the Contractor or Western Electric Power Systems that require a modification to this Exhibit A. To determine the Contractor System Net Interchange, including both demand and energy, it is necessary to add algebraically the various metered inflows of power to and outflows of power from the Contractor's Points of Interconnection.

A.1 Hourly Net Interchange Determination:
The Contractor Net Interchange shall be determined for any hour by algebraically summing the following metered deliveries to and from Contractor, adjusted for losses using the applicable loss factors from Section A.3, net of adjustments in Section A.2.

Net Interchange demand and energy for any hour shall be the algebraic sum of the following metered Points of Interconnection.

Roseville Line 1
Roseville Line 2
Fiddyment

The Net Interchange energy for any month shall be the sum of the hourly measured quantities so determined from the Points of Interconnection.

A.2 Adjustments to Contractor Net Interchange:
The Contractor Net Interchange as determined in Section A.1 shall be adjusted to reflect Contractor power deliveries to Contractor customers outside of its system. Presently these customers are:

Contractor has no such customers.

Loss factors from Section A.3 shall be applied to the above customer loads to reflect losses from the Contractor system to the loads.

A.3 Loss Factors:
Loss and transmission adjustment factors to be multiplied by Contractor scheduled quantities at Points of Interconnection and for load specified in Section A.2 are as follows:

Base Resource Allocation Delivery Loss Factor = 0%
Contractor Imports/Exports over CVP Transmission = 1.6%
Transformation Losses, if any.

Losses shall be returned to Western by a separate loss payback schedule as provided in Exhibit B.1.

A.4 Existing Meters:
Table A-I below provides a list of the meters currently in place to monitor the Contractor Net Interchange and implement the net interchange accounting specified in this Exhibit A. Western shall revise Table A-I to correspond with any additions or deletions to the list of meters pursuant to this Contract.

Table A-I

Listing of Meters Used to determine net interchange

Roseville Line 1
Roseville Line 2
Fiddyment

EXHIBIT B

Scheduling Procedures

This Exhibit B, Revision 1, to be effective under and as a part of Contract 04-SNR-00848 (Contract) shall become effective on the date of execution by Western; shall terminate and supersede the previous Exhibit B effective under this Contract; and shall remain in effect until either superseded by another revised Exhibit B, or termination of the Contract.

B.1 General:
Contractor shall separately schedule power deliveries to its Electric Power System, to loads outside Contractor's Electric Power System but within Western's Sub-Control Area, and to loads outside Western's Sub-Control Area. Contractor shall schedule generation from each of its generating resources with Western. Contractor may change its generating resources as necessary to meet its load and shall notify Western of the actual generation for each hourly scheduling period. Contractor's hourly schedules at the Points of Interconnection and to loads outside of Contractor's Electric Power System shall be in whole megawatts and be transmitted by NERC E-tag and any changes confirmed by voice communication to Western's Energy Control Center. In the event of a failure of the data link, Contractor shall send data to Western by telecopy or use any other agreed upon method of data transfers. All losses shall be accounted for pursuant to Exhibit A hereto and scheduled for return separately; provided, however, that separate loss factors may be specified for services provided under separate agreements but scheduled in accordance with this Contract. In that event, such separate loss factors shall apply to those specific services scheduled under this Contract.

B.2 Monthly Forecast:
Five Business Days before the end of each month, Contractor shall provide Western with a daily forecast for the following month including on-peak and off-peak information specifying: (1) generation from each of Contractor's generating resources, (2) daily purchase of Western energy, (3) firm and non-firm Third Party capacity and energy purchases (imports), (4) firm and non-firm Third Party capacity and energy sales (exports), (5) purchase of any other power services from Western or Third Parties, (6) energy to be returned to Western (if any), (7) Spinning and Non-Spinning Reserve provided by Contractor, (8) monthly total schedules for items 1-7, (9) forecasted monthly peak, and (10) other information as agreed.

B.3 Daily Preschedule:
B.3.1 For schedules outside of Western's Sub-Control Area, Contractor shall notify Western no later than 10:00 a.m. on each Business Day, or as otherwise agreed by the Parties, of its preschedules for each following day, up to and including the following Business Day. Such preschedules shall include suppliers and purchasers, type of transaction, hourly amounts, and daily totals. In addition,

Contractor shall notify Western of the type of transmission arrangements made with intervening Control Areas to affect the transactions.

B.3.2 By 2:00 p.m. of each Business Day, Contractor shall transmit to Western the hourly preschedules, containing the information listed in Section B.10 hereto, in a format agreed upon by the Parties. Contractor may update the preschedules before midnight as more current information becomes available, so that the preschedules can reflect the most current Contractor Electric Power System conditions.

B.4 At Midnight:
The preschedule becomes the schedule of the day. Contractor shall make any changes to the daily schedule no later than twenty (20) minutes before the scheduling hour by notifying the Energy Control Center by voice communication. Contractor shall also contact the Energy Control Center by voice communication no later than twenty (20) minutes before the hour to verify Contractor's schedules for the next hour, unless otherwise agreed. After this twenty (20) minute lock out period no additional changes to the schedule shall be accepted, except when Contractor suffers an Emergency or when schedules into Western's Control Area are curtailed or modified because of loop flow or abnormal operating conditions. In that event, the Parties shall agree to schedule changes after the twenty (20) minute lockout period; after the scheduling hour has passed, the schedule, so changed, becomes the final schedule of the hour and Contractor may no longer change the final schedule.

If the scheduling data link between Western and Contractor fails, Contractor shall effect the schedule changes by voice communication, confirmed by telecopier transmittal; the time of the schedule change shall be the time of the voice communication. Changes received after the lockout time shall not be accepted, unless otherwise agreed.

B.5 Deviation Energy:
After each scheduling hour, when the actual integrated hourly Contractor Net Interchange is available, Contractor shall determine the amount of the hourly deviation where power flow into Contractor's Electric Power System is a negative value and power flow out of Contractor's Electric Power System is a positive value. Contractor will monitor and document deviations in the Contractor's energy accounting system using the opposite sign nomenclature as to Western.

B.6 Final Schedules:
At the end of each day (midnight), the final hourly schedules, including Contractor's actual generation from its generating resources, after verification by the Contractor and Western, shall become the schedule of that day. Western shall bill Contractor based on the summation of the final hourly schedules and calculated deviations based on meter and telemetering data for each billing period (month)

B.7 Emergency:
If during the current scheduling hour, Contractor suffers an Emergency, including, but not limited to, a Forced Outage of transmission or interruption of scheduled firm power supply, Contractor shall notify Western of the interruption. Contractor shall inform Western regarding the necessary adjustments to the schedules for the scheduling hour by voice communication within the first ten (10) minutes after the Emergency occurs. If the Emergency extends beyond the current scheduling hour, Contractor shall adjust subsequent hourly schedules to reflect the then-current Contractor Electric Power System conditions.

B.8 Reports:
Unless otherwise agreed by the Parties, Contractor shall provide Western with daily reports transmitted in a mutually agreed upon manner at least twice a week throughout the month, and monthly reports, within five Business Days after the end of each calendar month, in a format agreed upon by both Parties consisting of:

1. Actual daily and hourly final scheduled transactions with daily totals and on-peak and off-peak subtotals.

2. Actual daily and hourly generation of Contractor's generating resources with on-peak and off-peak subtotals.

3. Actual daily and hourly Contractor System load with on-peak and off-peak subtotals.

4. Recorded on-peak and off-peak energy deviation, and deviation energy exchanges.

5. Summary of energy deviation by on-peak and off-peak periods that Contractor was unable to offset during the month.

6. Monthly summary of the final schedules for items 1-4.

7. Operating Reserve for each hour.

B.9 Reconciliation of Actual and Scheduled Data:
Except as otherwise provided in this Contract or unless otherwise agreed by the Parties, integrated hourly telemetered data shall serve as the normal basis for deviation accounting within the Maximum Deviation Band as set forth in Exhibit D. Western shall use the actual revenue meter register data to calculate charges for deviation outside the Maximum Deviation Band.

B.10 Information to be Scheduled by Contractor:
The hourly preschedules and schedules shall include the following quantities and loss pay back schedules pursuant to Exhibit A hereto:

1. Contractor Electric Power System load,
2. Generation from each generation resource,
3. Total generation from generating resources,
4. Schedules at Points of Interconnection;
   a. Firm power purchases from each Third Party
   b. Firm power sales to each Third Party
   c. Interruptible Energy purchases from each Third Party
   d. Interruptible Energy sales to each Third Party
   e. Energy purchased from Western
   f. Energy sold to Western
   g. Spinning Reserve self-provided and purchased by source
   h. Non-Spinning Reserve self-provided and purchased by source
   i. Energy returned to Western for deviation
   j. Energy returned to Contractor for deviation
   k. Energy returned to Western for losses
   l. Contractor owned generation wheeled across Western's system
5. Amount of limitation on Contractor's generating resources
6. Other information, as agreed from time to time.

B.11 Electronic Tagging
As provided in NERC Policy 3, the Control Area operation and Western require all energy transactions crossing the Host Control Area boundary, Western's Sub-Control Area boundary, or those wheeled entirely within the Western Sub-Control Area or Host Control Area to be tagged with a NERC E-tag.

EXHIBIT C

Reserve Obligations

This Exhibit C, Revision 1, to be effective under and as a part of Contract 04-SNR-00848 (Contract) shall become effective on the date of execution by Western; shall terminate and supersede the previous Exhibit C effective under this Contract; and shall remain in effect until either superseded by another revised Exhibit C, or termination of the Contract.

C.1 Determination of Reserve Quantities

C.1.1 Western is responsible for assuring that adequate Operating Reserves are available to cover Western's share of the Control Area's Most Severe Contingency (MSC), as determined on an hourly basis. Contractor 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 Contractor's use of Interruptible Energy. Western shall promptly notify the Contractor of any change to the MSC and such subsequent Contingency Reserve requirement changes.

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

C.1.3 The purpose of this Exhibit C is to define the Contingency Reserve requirements of the Western Sub-Control Area and to specify the method of calculating the apportionment thereof among Western and each interconnected utility or load resident within the Western Sub-Control area that has a contractual obligation for an apportionment of the Sub-Control Area Contingency Reserves. All Contingency Reserve requirement calculations derived herein shall be rounded to the nearest 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 Western Sub-Control area that has a contractual obligation for an apportionment of the Sub-Control Area Contingency Reserves. Any Reserve requirements necessary to meet NERC and WECC criteria for interruptible imports, and on-demand contracts are the responsibility of Contractor.

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

C.1.6 By December 1st of each year, the Contractor Annual Peak Load Obligation shall be determined by calculating the difference between the Contractor Annual Peak Load and the product of Western's Annual Peak Load obligation (initially established as1,288 MW) multiplied by the Contractor's Base Resource allocation percentage.

C.1.7 By December 1st of each year following 2005, Western shall determine its Annual Peak Load Obligation, which is defined as Western'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 Western may change the MSC hazard as necessary to reflect any changes under the control area agreement with the Control Area Operator.

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

Contractor LRS = (Contractor Annual Peak Load Obligation) divided by (Contractor Annual Peak Load Obligation+Western Annual Peak Load Obligation+Third Party Annual Peak Load Obligation)

Where:

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

Western Annual Peak Load Obligation = Western'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 Western Sub-Control Area that have a contractual obligation to provide Sub-Control Area Contingency Reserves to Western.

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

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

C.5 The quantity of Contingency Reserves to be provided by Contractor under this Contract in any hour shall be calculated by Western by using one of the following two methods:

Method 1: Single Largest Contingency Based

C.5.1 Contractor Contingency Reserve Obligation = (Contractor's LRS) x (Western Share of Contingency Reserves)

Where:

Western Share of Contingency Reserves = Western Share of the Control Area Contingency Reserves as calculated by Western;

Therefore:

Contractor Spinning Reserve Obligation = (Contractor's Contingency Reserve Obligation) divided by two (2); and,

Contractor Non-Spinning Reserve Obligation = (Contractor's Contingency Reserve Obligation) divided by two (2);

Where:

Contractor's Spinning and Non-spinning Reserve Obligation can be rounded to the nearest whole megawatt, provided that (1) the resulting sum of Contractor's Spinning and Non-spinning Reserve shall not be less than the Contractor's Contingency Reserve Obligation, and (2) the Spinning Reserve Obligation shall be equal to or greater than one-half of the Contractor's Contingency Reserve Obligation.

Method 2: Load Based

C 5.2 Contractor's Contingency Reserve Obligation = (Contractor's Hourly Load) x (Minimum percent required by WECC)

Presently the WECC standards require a minimum Contingency Reserve equal to five (5) percent of the load if the load is served from a hydro resource and seven (7) percent of the load if the load is served from a thermal resource.

Western shall update this percentage when WECC develops new standards for Contingency Reserve obligations.

Therefore:

Contractor's Spinning Reserve Obligation = (Contractor's Contingency Reserve Obligation) divided by two (2); and,

Contractor's Non-Spinning Reserve Obligation = (Contractor's Contingency Reserve Obligation) divided by two (2);

Where:

Contractor's Spinning and Non-spinning Reserve Obligation can be rounded to the nearest whole megawatt, provided that (1) the resulting sum of Contractor's Spinning and Non-spinning Reserves shall not be less than the Contractor's Contingency Reserve Obligation, and (2) the Spinning Reserve Obligation shall be equal to or greater than one-half of the Contractor's Contingency Reserve Obligation.

C.6 Each Party is responsible for supplying its 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 Contractor self-provides or purchases its LRS of Contingency Reserves from a Third Party, Western 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, Western shall compare the actual amount of Contingency Reserves carried by Contractor to Contractor's Contingency Reserve requirement. Contractor shall be deficient in Contingency Reserve if the actual amount of Contingency Reserve carried by Contractor is less than Contractor's obligation.

C.8 Penalties imposed by NERC or WECC on the SMUD Control Area that are assessed by SMUD on the Western Sub-Control 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 Contractor experiences a loss of resource, Contractor shall immediately activate its Contingency Reserves as set forth in Section C.5, and if additional Contingency Reserve is needed from Western, notify Western that emergency assistance is required in accordance with procedures established by the Engineering and Operating Committee.

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

C.10 Supplying or Receiving Contingency Reserve Energy

C.10.1 Contractor shall be required to activate its LRS of Contingency Reserve called upon within ten (10) minutes from the time notified by Western. Contractor 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 Western.

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

C.10.3 Settlement for Receiving Contingency Reserve Energy
For settlement of energy activated by Western on behalf of the Contractor, Contractor shall return an equal amount of energy to Western 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 California-Oregon Intertie (COI), Western, as the Sub-Control Area Operator, has agreed to provide counter schedule energy or curtail schedules to alleviate overloading on the COI.

C.11.1 Counter Schedule Energy

C.11.1.1 Contractor's share of the Sub-Control Area counter schedule energy will be determined in proportion to Contractor's LRS. Contractor shall activate its Contingency Reserves when called upon by Western.

Contractor's Contingency Reserve energy called upon by Western to mitigate COI overload will not be returned to Contractor.

C.11.1.1.1 Contractor shall be required to activate its LRS of Contingency Reserve called upon within ten (10) minutes from the time notified by Western. Contractor 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 Western.

C.11.2 Schedule Curtailments

C.11.2.1 Contractor's share of the schedule curtailment will be determined in proportion to the Contractor's schedules on COI. Contractor shall then curtail their COI schedules as necessary.

The Parties understand that counter schedule energy to mitigate COI overload is a temporary accommodation until such time as the COI schedule curtailment methodology is the only option for COI OTC mitigation.

C.12 Penalties imposed by NERC and WECC on the SMUD Control Area that are assessed by SMUD to Western 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.

EXHIBIT D

Maximum Deviation Band Calculation

Contractor's Maximum Deviation Band = +/- (0.05LD+5) MW

Where:
LD = Largest load change in any two consecutive hours during the last calendar year.

Western and Contractor have agreed upon a Maximum Deviation Band, effective upon the effective date of this Contract, of plus or minus 10 MW deviation from Contractor's net scheduled interchange value for each hour. Contractor may request a change to this value, but not more often than once every year. If Western approves such change, it will become effective upon the first day of a month. A revised Exhibit D will be sent to Contractor upon approval and will contain the effective date of such change.

EXHIBIT E

Notices - Billing

E.1 This Exhibit E, to be effective under and as a part of Contract 04-SNR-00848, shall become effective on January 1, 2005, and shall remain in effect until superceded either by another Exhibit E or upon termination of the Contract.

E.2 The following Mailing Addresses are to be used to provide Notice in accordance with Section 22 of the Contract:

Western – Sierra Nevada Region
Western Area Power Administration
Power Marketing Manager
114 Parkshore Drive
Folsom, CA 95630-4710

City of Roseville Electric Department
Electric Utility Director
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747-9704

E.3 The following Mailing Addresses are to be used for billing and payments in accordance with Section 13 of the Contract:

Western – Payments
Payments due to Western shall be wired for electronic transfer deposit via Automatic Clearing House or Electronic Fund Transfer to Western's sub-account of the Treasury Department's account with the Federal Reserve Bank in New York City, account number information to be sent with the bill. Payments may also be sent in check form to the following address:

Department of Energy
Western Area Power Administration
File No. 51587
Post Office Box 60000
San Francisco, CA 94160-1587

Each Party to the Contract, by written notice to the authorized representatives of the other Party, shall keep all participants informed of any changes of address, as they occur. These written notices shall take effect and remain in effect until another Exhibit E is drafted.

RESOLUTION NO. 04-555

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WESTERN AREA POWER ADMINISTRATION SIERRA NEVADA REGIONAL OFFICE AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an interconnected operations agreement (Contract No. 04-SNR-00848), between City of Roseville and Western Area Power Administration Sierra Nevada Regional Office, has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of December, 2004, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Roccucci, Gray, Rockholm, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

ATTEST:

City Clerk

COUNCIL COMMUNICATION

CC #: 1273
File #: 0400-04-09-1

Title:	Fiddyment Ranch Phase 2 Village 13-A1 - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch Phase 2 Village 13-A1, CWJ#190013, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the civil improvement work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

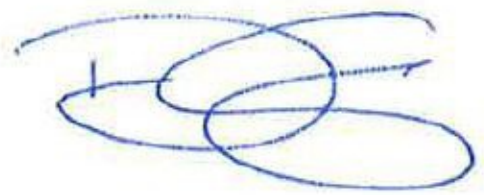
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-054

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-054

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch Phase 2 Village 13-A1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddyment Ranch Phase 2 Village 13-A1 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 79 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 2021, 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.

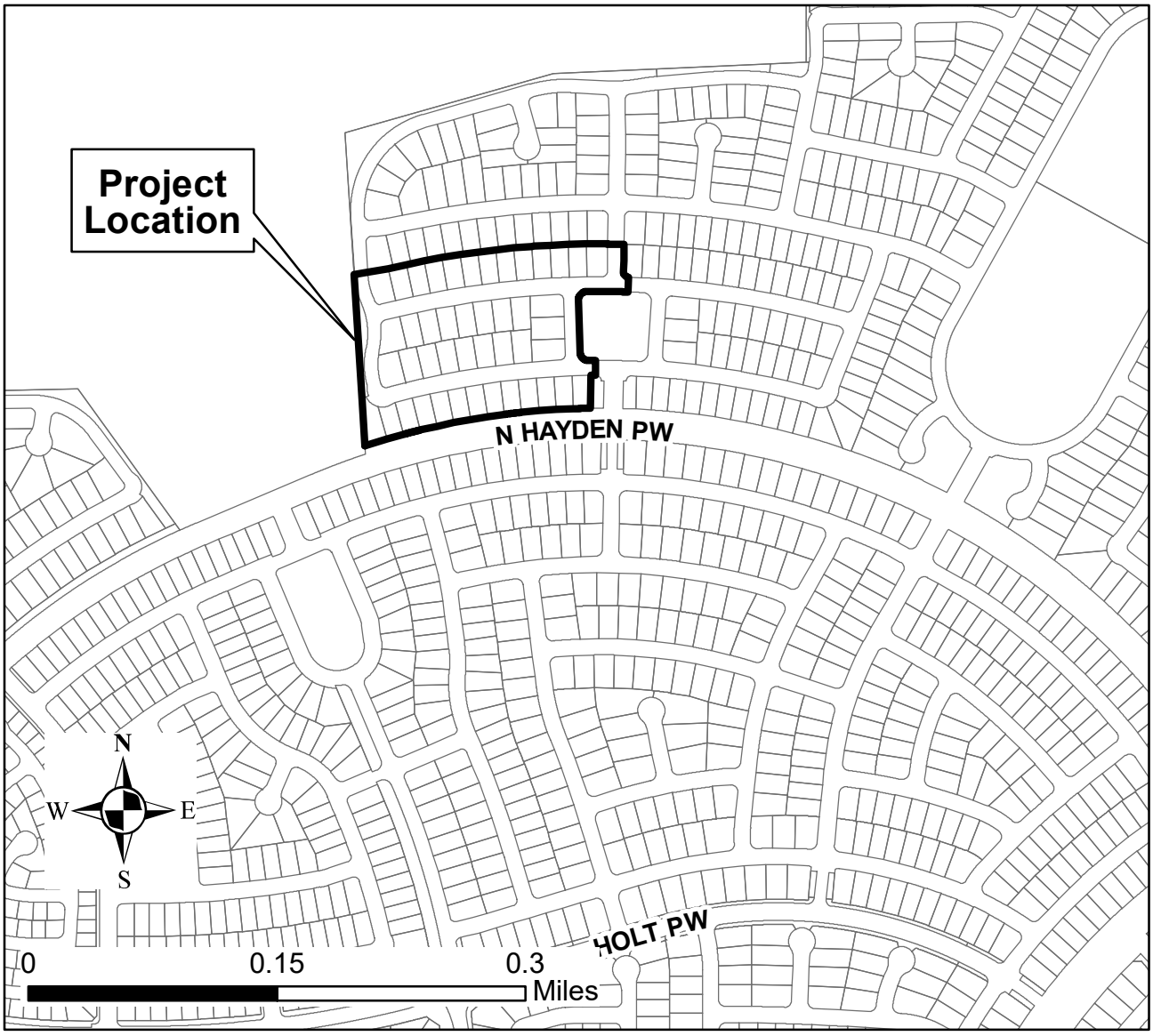
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddyment Ranch Phase 2 Village 13-A1



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE LOOP, AND WAYS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), THE STREETS SHOWN HERE AS ADELAIDE LOOP, VASSAR WAY, PEABODY WAY, AND SYRACUSE WAY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Jay Pawlek *

TITLE: Vice-President

BY: _____

NAME: Aren Bazzocco **

TITLE: Vice-President

* Jay Pawlek

** Aren Bazzocco

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

ON October 31, 2019 2019, BEFORE ME, L. Hall
A NOTARY PUBLIC, PERSONALLY APPEARED Jay Pawlek AND Aren Bazzocco, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: L. Hall

PRINT NAME: L. Hall

MY COMMISSION NUMBER: 2241285

MY COMMISSION EXPIRES: August 5, 2022

PRINCIPAL COUNTY OF BUSINESS: Sacramento

SURVEYOR'S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 29th DAY OF October, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR — SCOTT A. SHORTLIDGE — No. 6441 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

11/5/19
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

11/5/19
TIMOTHY G. BLAIR DATE
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019

PROFESSIONAL LAND SURVEYOR — TIMOTHY G. BLAIR — No. 8278 — EXP. 12/31/19 — STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

11/12/19
DATED

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS 22 DAY OF NOVEMBER, 2019, AT 8:01 PM.,
IN BOOK EE OF MAPS AT PAGES 79 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. 2019-0095102

FEE: $ 17.00

RYAN RONCO
COUNTY RECORDER IN AND FOR PLACER COUNTY, CALIFORNIA

BY: D. Butcher
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A1
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

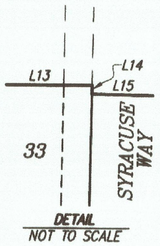
G:\JOBS\175021\MAPPING\FINAL MAP\175021 FINAL MAP SHEET 1.DWG 8/6/2019 7:26:46 AM JOHN ENGEVICH

REFERENCES: (FIDDYMENT RANCH PHASE 2)

(1) BB MAPS 24, LARGE LOTS
(2) DD MAPS 9, F9 & F19
(3) DD MAPS 88, LARGE LOTS
(4) DD MAPS 73, F13B1
(5) DD MAPS 71, F19B1

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.



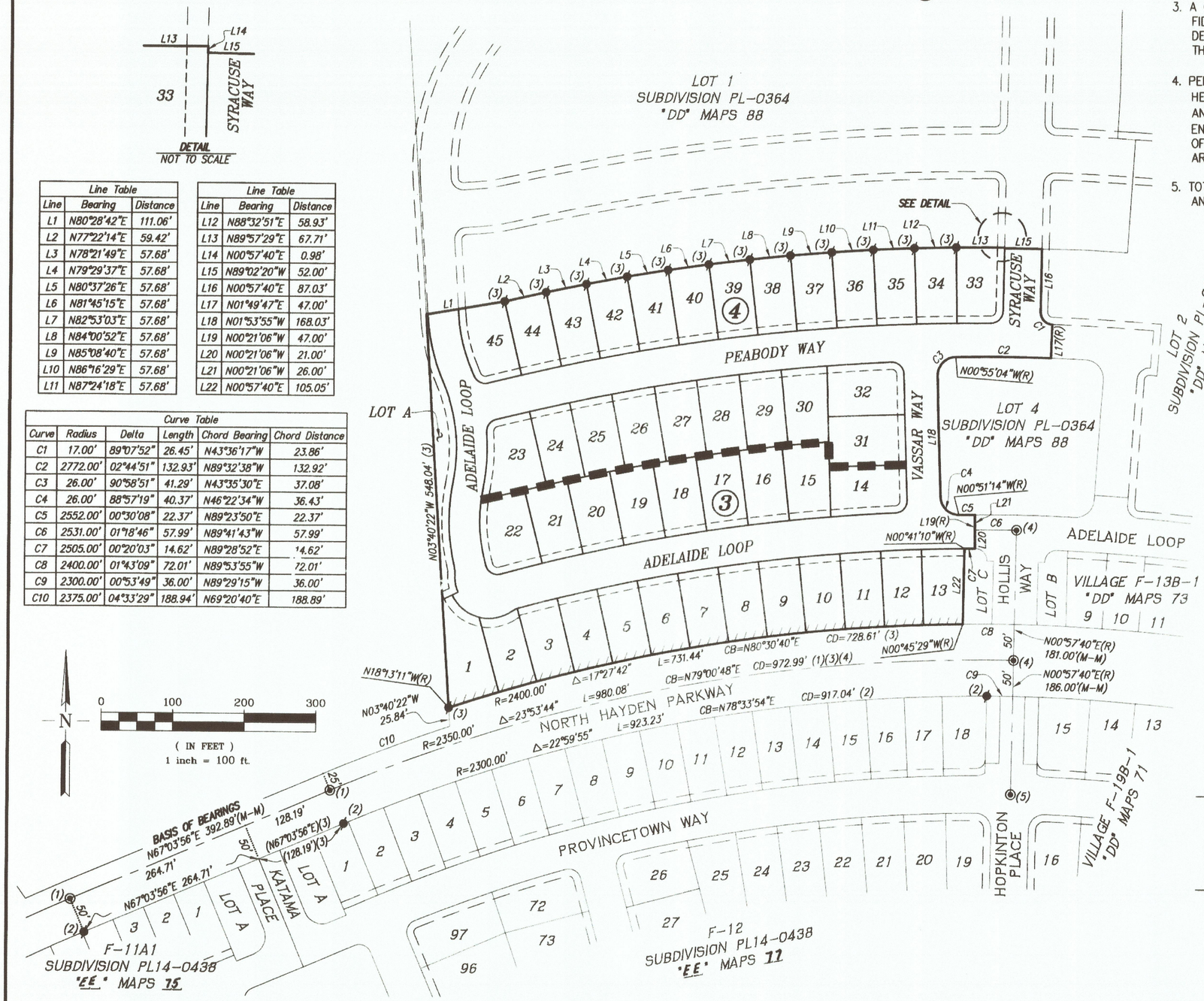
Line Table		
Line	Bearing	Distance
L1	N80°28'42"E	111.06'
L2	N77°22'14"E	59.42'
L3	N78°21'49"E	57.68'
L4	N79°29'37"E	57.68'
L5	N80°37'26"E	57.68'
L6	N81°45'15"E	57.68'
L7	N82°53'03"E	57.68'
L8	N84°00'52"E	57.68'
L9	N85°08'40"E	57.68'
L10	N86°16'29"E	57.68'
L11	N87°24'18"E	57.68'

Line Table		
Line	Bearing	Distance
L12	N88°32'51"E	58.93'
L13	N89°57'29"E	67.71'
L14	N00°57'40"E	0.98'
L15	N89°02'20"W	52.00'
L16	N00°57'40"E	87.03'
L17	N01°49'47"E	47.00'
L18	N01°53'55"W	168.03'
L19	N00°21'06"W	47.00'
L20	N00°21'06"W	21.00'
L21	N00°21'06"W	26.00'
L22	N00°57'40"E	105.05'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	89°07'52"	26.45'	N43°36'17"W	23.86'
C2	2772.00'	02°44'51"	132.93'	N89°32'38"W	132.92'
C3	26.00'	90°58'51"	41.29'	N43°35'30"E	37.08'
C4	26.00'	88°57'19"	40.37'	N46°22'34"W	36.43'
C5	2552.00'	00°30'08"	22.37'	N89°23'50"E	22.37'
C6	2531.00'	01°18'46"	57.99'	N89°41'43"W	57.99'
C7	2505.00'	00°20'03"	14.62'	N89°28'52"E	14.62'
C8	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C9	2300.00'	00°53'49"	36.00'	N89°29'15"W	36.00'
C10	2375.00'	04°33'29"	188.94'	N69°20'40"E	188.89'

BOUNDARY MAP

NO INGRESS/EGRESS RIGHTS LINE
SHEET COVERAGE
(5) SHEET NUMBER



NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660A.
4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
5. TOTAL AREA OF THIS SUBDIVISION IS 9.23±ACRES, CONSISTING OF 45 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- ◉ BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- ● 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- ○ DIMENSION POINT
- ◎ SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX

PUE	PUBLIC UTILITY EASEMENT
IOD	IRREVOCABLE OFFER OF DEDICATION
RW	RIGHT OF WAY
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
SQ.FT.	SQUARE FEET

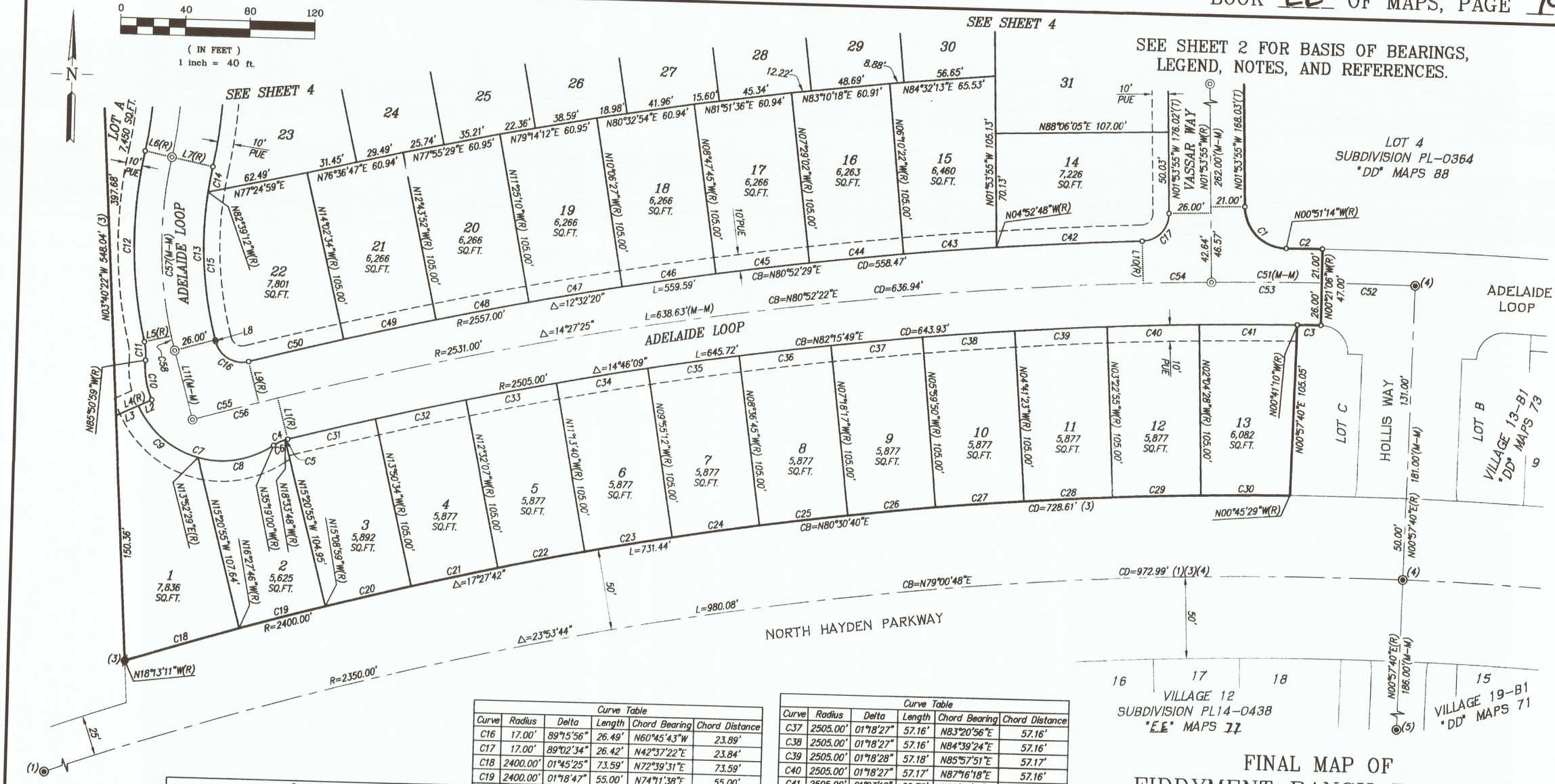
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A1
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021



Line Table		
Line	Bearing	Distance
L1	N15°07'15"W	26.00'
L2	N64°30'09"E	9.00'
L3	N64°30'09"E	15.08'
L4	N64°30'09"E	24.08'
L5	N75°59'19"E	17.00'
L6	N78°35'14"W	17.00'
L7	N78°35'14"W	26.00'
L8	N16°07'45"W	1.08'
L9	N15°23'41"W	26.00'
L10	N02°51'21"W	26.00'
L11	N16°07'45"W	43.89'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	26.00'	88°57'19"	40.37'	N46°22'34"W	36.43'
C2	2552.00'	00°30'08"	22.37'	N89°23'50"E	22.37'
C3	2505.00'	00°20'04"	14.62'	N89°28'52"E	14.62'
C4	27.00'	20°11'45"	9.52'	N64°46'52"E	9.47'
C5	27.00'	03°26'33"	1.62'	N73°09'29"E	1.62'
C6	27.00'	16°45'12"	7.90'	N63°03'36"E	7.87'
C7	57.00'	99°49'09"	99.30'	N75°24'25"W	87.21'
C8	57.00'	49°11'29"	48.94'	N79°16'45"E	47.45'
C9	57.00'	50°37'40"	50.36'	N50°48'41"W	48.74'
C10	48.00'	29°38'52"	24.84'	N10°40'25"W	24.56'
C11	36.00'	18°09'42"	11.41'	N04°55'50"W	11.36'
C12	267.00'	25°25'27"	118.48'	N01°17'57"W	117.51'
C13	224.00'	27°32'31"	107.68'	N02°21'30"W	106.64'
C14	224.00'	04°03'58"	15.90'	N09°22'47"E	15.89'
C15	224.00'	23°28'33"	91.78'	N04°23'29"W	91.14'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C16	17.00'	89°15'56"	26.49'	N60°45'43"W	23.89'
C17	17.00'	89°02'34"	26.42'	N42°37'22"E	23.84'
C18	2400.00'	01°45'25"	73.59'	N72°39'31"E	73.59'
C19	2400.00'	01°18'47"	55.00'	N74°11'38"E	55.00'
C20	2400.00'	01°18'25"	54.75'	N75°30'13"E	54.74'
C21	2400.00'	01°18'27"	54.77'	N76°48'39"E	54.77'
C22	2400.00'	01°18'27"	54.77'	N78°07'07"E	54.77'
C23	2400.00'	01°18'28"	54.78'	N79°25'34"E	54.77'
C24	2400.00'	01°18'27"	54.77'	N80°44'01"E	54.77'
C25	2400.00'	01°18'28"	54.78'	N82°02'29"E	54.77'
C26	2400.00'	01°18'27"	54.77'	N83°20'56"E	54.77'
C27	2400.00'	01°18'27"	54.77'	N84°39'24"E	54.77'
C28	2400.00'	01°18'28"	54.78'	N85°57'51"E	54.77'
C29	2400.00'	01°18'27"	54.77'	N87°16'18"E	54.77'
C30	2400.00'	01°18'59"	55.14'	N88°35'01"E	55.14'
C31	2505.00'	01°16'41"	55.88'	N75°31'05"E	55.88'
C32	2505.00'	01°18'27"	57.16'	N76°48'39"E	57.16'
C33	2505.00'	01°18'27"	57.16'	N78°07'07"E	57.16'
C34	2505.00'	01°18'28"	57.18'	N79°25'34"E	57.17'
C35	2505.00'	01°18'27"	57.17'	N80°44'01"E	57.16'
C36	2505.00'	01°18'28"	57.18'	N82°02'29"E	57.17'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C37	2505.00'	01°18'27"	57.16'	N83°20'56"E	57.16'
C38	2505.00'	01°18'27"	57.16'	N84°39'24"E	57.16'
C39	2505.00'	01°18'28"	57.18'	N85°57'51"E	57.17'
C40	2505.00'	01°18'27"	57.17'	N87°16'18"E	57.16'
C41	2505.00'	01°23'18"	60.70'	N88°37'11"E	60.70'
C42	2557.00'	02°01'27"	90.33'	N86°07'55"E	90.33'
C43	2557.00'	01°17'34"	57.69'	N84°28'25"E	57.69'
C44	2557.00'	01°18'40"	58.52'	N83°10'18"E	58.51'
C45	2557.00'	01°18'43"	58.55'	N81°51'36"E	58.54'
C46	2557.00'	01°18'42"	58.54'	N80°32'54"E	58.54'
C47	2557.00'	01°18'43"	58.55'	N79°14'12"E	58.54'
C48	2557.00'	01°18'42"	58.54'	N77°55'29"E	58.54'
C49	2557.00'	01°18'42"	58.54'	N76°36'47"E	58.54'
C50	2557.00'	01°21'07"	60.33'	N75°16'52"E	60.33'
C51	2531.00'	02°51'35"	126.33'	N89°31'52"E	126.31'
C52	2531.00'	01°18'46"	57.99'	N89°41'43"W	57.99'
C53	2531.00'	01°32'49"	68.34'	N88°52'29"E	68.33'
C54	2531.00'	00°57'26"	42.28'	N87°37'22"E	42.28'
C55	2531.00'	00°57'39"	42.44'	N74°07'29"E	42.44'
C56	2531.00'	01°14'05"	54.54'	N74°15'42"E	54.54'
C57	250.00'	27°32'31"	120.17'	N02°21'30"W	119.02'
C58	250.00'	02°07'04"	9.24'	N15°04'13"W	9.24'

FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1 SUBDIVISION NO. PL14-0397

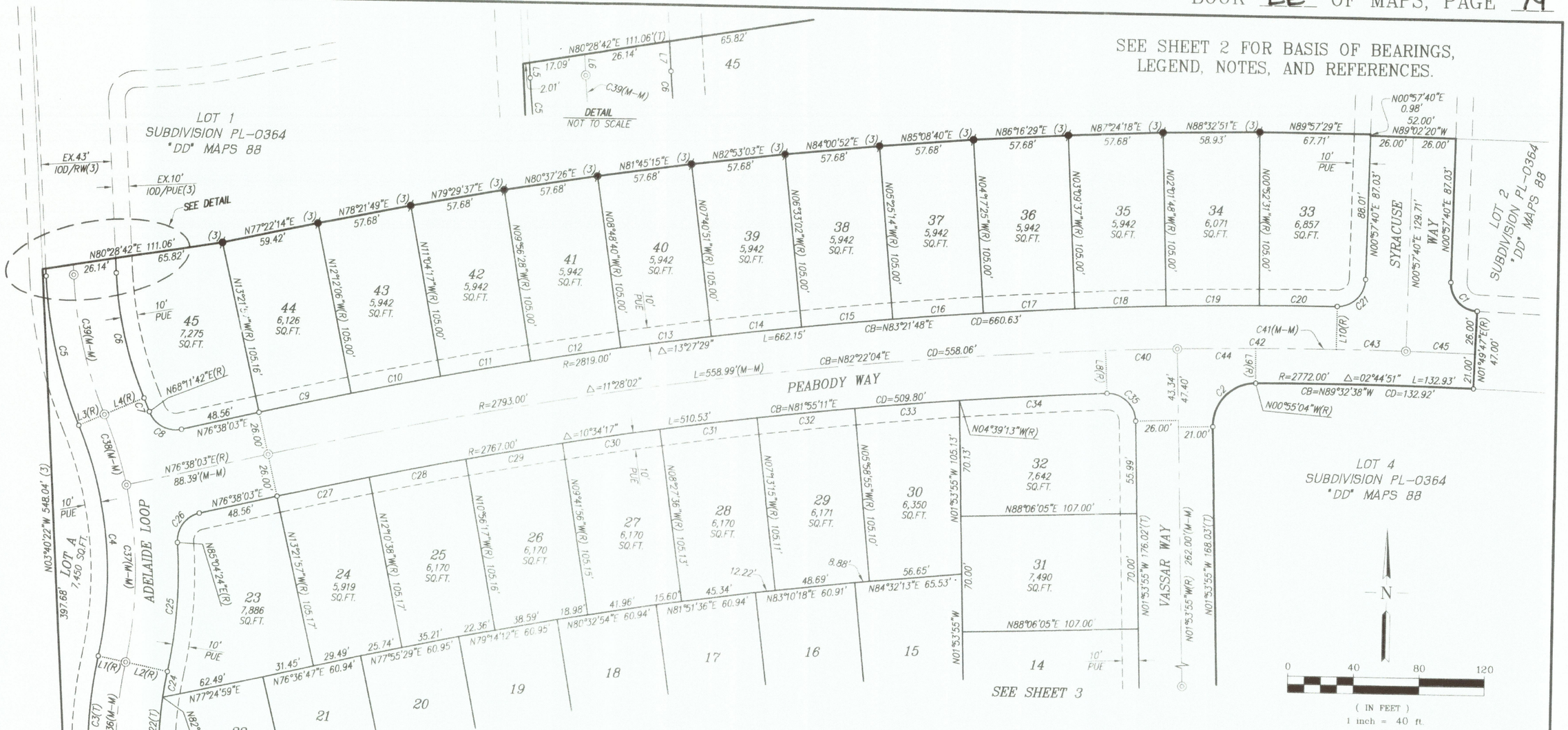
BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.



Line Table		
Line	Bearing	Distance
L1	N78°35'14"W	17.00'
L2	N78°35'14"W	26.00'
L3	N66°22'35"E	17.00'
L4	N66°22'35"E	26.00'
L5	N03°40'22"W	4.54'
L6	N03°40'22"W	6.28'
L7	N03°40'22"W	8.95'
L8	N02°47'40"W	26.00'
L9	N00°55'04"W	21.00'
L10	N00°05'32"E	26.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C2	26.00'	90°58'51"	41.29'	N43°35'30"E	37.08'
C3	267.00'	25°25'27"	118.48'	N01°17'57"W	117.51'
C4	233.00'	35°02'11"	142.48'	N06°06'20"W	140.27'
C5	267.00'	19°57'03"	92.97'	N13°38'53"W	92.50'
C6	224.00'	19°57'03"	78.00'	N13°38'53"W	77.61'
C7	276.00'	01°49'07"	8.76'	N22°42'51"W	8.76'
C8	17.00'	81°33'39"	24.20'	N62°35'07"W	22.21'
C9	2819.00'	01°09'51"	57.28'	N77°12'59"E	57.28'
C10	2819.00'	01°07'49"	55.61'	N78°21'49"E	55.60'
C11	2819.00'	01°07'49"	55.61'	N79°29'37"E	55.60'
C12	2819.00'	01°07'48"	55.60'	N80°37'26"E	55.60'
C13	2819.00'	01°07'49"	55.61'	N81°45'15"E	55.60'
C14	2819.00'	01°07'49"	55.61'	N82°53'03"E	55.60'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C15	2819.00'	01°07'48"	55.60'	N84°00'52"E	55.60'
C16	2819.00'	01°07'49"	55.61'	N85°08'40"E	55.60'
C17	2819.00'	01°07'48"	55.60'	N86°16'29"E	55.60'
C18	2819.00'	01°07'49"	55.61'	N87°24'18"E	55.60'
C19	2819.00'	01°09'17"	56.81'	N88°32'51"E	56.81'
C20	2819.00'	00°58'03"	47.60'	N89°36'31"E	47.60'
C21	17.00'	89°07'52"	26.45'	N45°31'36"E	23.86'
C22	224.00'	27°32'31"	107.68'	N02°21'30"W	106.64'
C23	224.00'	23°28'33"	91.78'	N04°23'29"W	91.14'
C24	224.00'	04°03'58"	15.90'	N09°22'47"E	15.89'
C25	276.00'	16°20'22"	78.71'	N03°14'35"E	78.44'
C26	17.00'	81°33'39"	24.20'	N35°51'13"E	22.21'
C27	2767.00'	01°11'19"	57.41'	N77°13'43"E	57.40'
C28	2767.00'	01°14'21"	59.84'	N78°26'33"E	59.84'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C29	2767.00'	01°14'21"	59.84'	N79°40'53"E	59.84'
C30	2767.00'	01°14'20"	59.83'	N80°55'14"E	59.83'
C31	2767.00'	01°14'21"	59.84'	N82°09'35"E	59.84'
C32	2767.00'	01°14'20"	59.83'	N83°23'55"E	59.83'
C33	2767.00'	01°19'42"	64.15'	N84°40'56"E	64.14'
C34	2767.00'	01°51'33"	89.79'	N86°16'33"E	89.78'
C35	17.00'	90°53'45"	26.97'	N47°20'47"W	24.23'
C36	250.00'	27°32'31"	120.17'	N02°21'30"W	119.02'
C37	250.00'	24°46'43"	108.12'	N00°58'36"W	107.28'
C38	250.00'	10°15'28"	44.76'	N18°29'41"W	44.70'
C39	250.00'	19°57'03"	87.05'	N13°38'53"W	86.61'
C40	2793.00'	00°53'45"	43.67'	N87°39'13"E	43.67'
C41	2793.00'	02°51'35"	139.40'	N89°31'52"E	139.38'
C42	2793.00'	01°59'27"	97.05'	N89°05'49"E	97.04'
C43	2793.00'	00°52'08"	42.36'	N89°28'24"W	42.35'
C44	2793.00'	00°58'51"	47.81'	N88°35'30"E	47.81'
C45	2793.00'	00°52'07"	42.34'	N88°36'17"W	42.34'

FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A1

SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS

AUGUST 2019

RJA JOB NO. 175021

COUNCIL COMMUNICATION

CC #: 1274
File #: 0400-04-09-1

Title:	Fiddyment Ranch Phase 2 Village 13-A2 - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch Phase 2 Village 13-A2, CWJ#190021, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the civil improvement work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

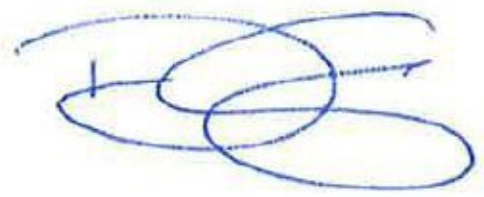
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-055

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-055

ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION

BE IT RESOLVED by the 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 Fiddyment Ranch Phase 2 Village 13-A2 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of record with Placer County Recorder's Office Book EE of Maps, Page 80 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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.

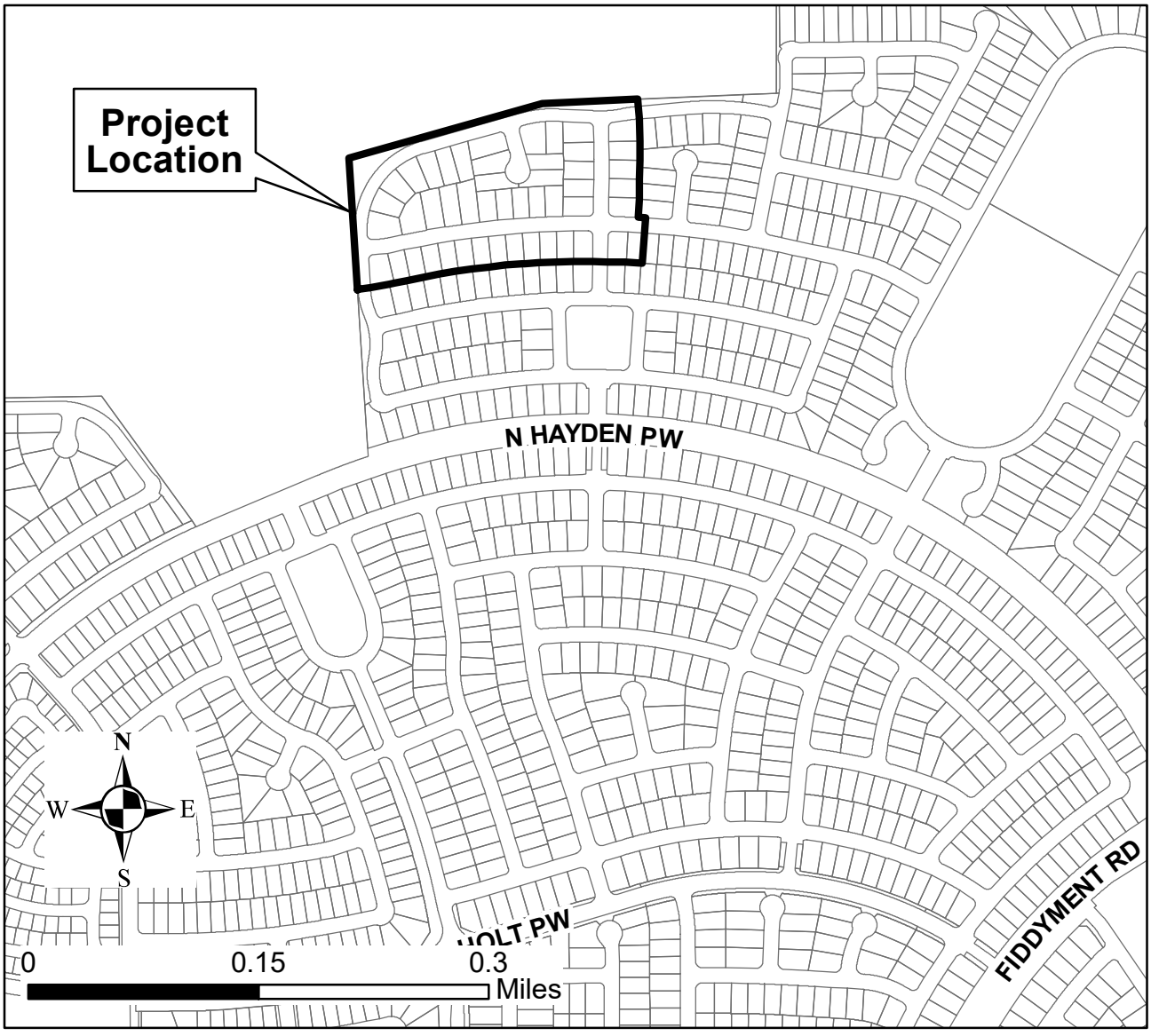
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Fiddyment Ranch Phase 2
Village 13-A2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVES, LOOP, COURT, AND WAY SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), THE STREETS SHOWN HERE AS ADELAIDE LOOP, ADELAIDE DRIVE, SYRACUSE WAY, FENCE POST WAY, AND TREMONT COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Jay Pawlek *

TITLE: Vice-President

BY: _____

NAME: Aren Bazzocco **

TITLE: Vice-President

* Jay Pawlek

** Aren Bazzocco

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

ON October 31, 2019 2019, BEFORE ME, L. Hall,
A NOTARY PUBLIC, PERSONALLY APPEARED Jay Pawlek AND Aren Bazzocco, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: L. Hall

PRINT NAME: L. Hall

MY COMMISSION NUMBER: 2249285

MY COMMISSION EXPIRES: August 5, 2022

PRINCIPAL COUNTY OF BUSINESS: Sacramento

SURVEYOR'S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 29 DAY OF October, 2019.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

_____ 11/5/19

MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ 11/5/19

TIMOTHY G. BLAIR DATE
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/19
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

11/7/19
DATED

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS 22 DAY OF NOVEMBER, 2019, AT 3:01 PM., IN BOOK EE OF MAPS AT PAGES 80 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. 2019-0095103

FEE: $ 17.00

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

BY: D. Butcher
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A2
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

C:\JOBS\175021\MAPPING\FINAL MAP\175021-FINAL MAP 8/6/2019 7:06:32 AM JENSEN

REFERENCES: (FIDDYMENT RANCH PHASE 2)

(1) BB MAPS 24, LARGE LOTS
(2) DD MAPS 9, F9 & F19
(3) DD MAPS 88, LARGE LOTS
(4) DD MAPS 73, F13B1
(5) DD MAPS 71, F19B1
(6) __ MAPS __, F13A1

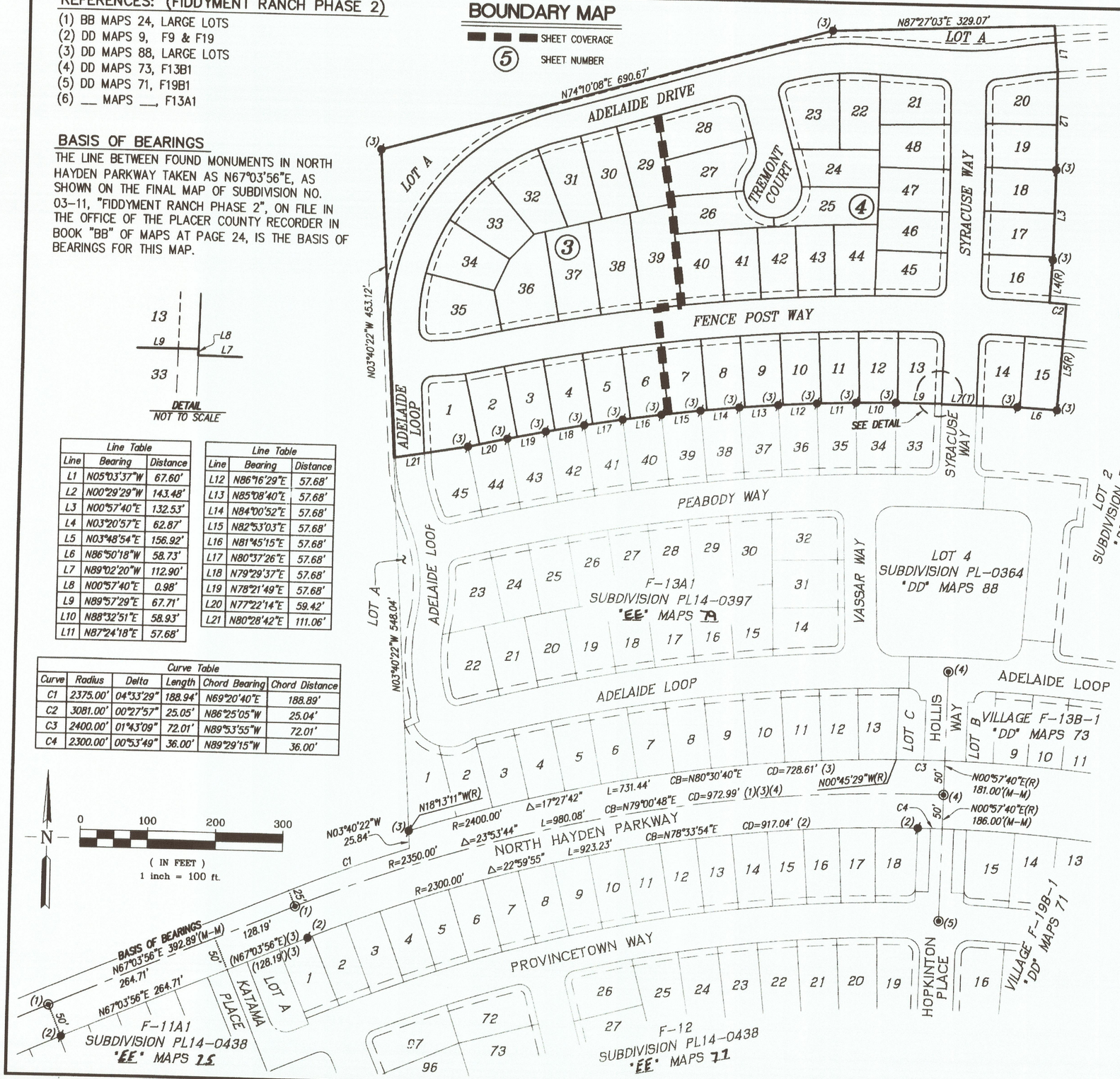
BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.

Line Table		
Line	Bearing	Distance
L1	N05°03'37"W	67.60'
L2	N00°29'29"W	143.48'
L3	N00°57'40"E	132.53'
L4	N03°20'57"E	62.87'
L5	N03°48'54"E	156.92'
L6	N86°50'18"W	58.73'
L7	N89°02'20"W	112.90'
L8	N00°57'40"E	0.98'
L9	N89°57'29"E	67.71'
L10	N88°32'51"E	58.93'
L11	N87°24'18"E	57.68'

Line Table		
Line	Bearing	Distance
L12	N86°16'29"E	57.68'
L13	N85°08'40"E	57.68'
L14	N84°00'52"E	57.68'
L15	N82°53'03"E	57.68'
L16	N81°45'15"E	57.68'
L17	N80°37'26"E	57.68'
L18	N79°29'37"E	57.68'
L19	N78°21'49"E	57.68'
L20	N77°22'14"E	59.42'
L21	N80°28'42"E	111.06'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2375.00'	04°33'29"	188.94'	N69°20'40"E	188.89'
C2	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C3	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C4	2300.00'	00°53'49"	36.00'	N89°29'15"W	36.00'



NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
5. TOTAL AREA OF THIS SUBDIVISION IS 11.68±ACRES, CONSISTING OF 48 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

LEGEND

———	SUBDIVISION BOUNDARY
———	LOT LINE
— — — —	EXISTING EASEMENT AS NOTED
- - - -	NEW EASEMENT AS NOTED
— · —	CENTER LINE / MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING LOT LINE
◉	FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
●	5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
○	DIMENSION POINT
◎	SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
PUE	PUBLIC UTILITY EASEMENT
IOD	IRREVOCABLE OFFER OF DEDICATION
RW	RIGHT OF WAY
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
SQ.FT.	SQUARE FEET

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-A2
SUBDIVISION NO. PL14-0397

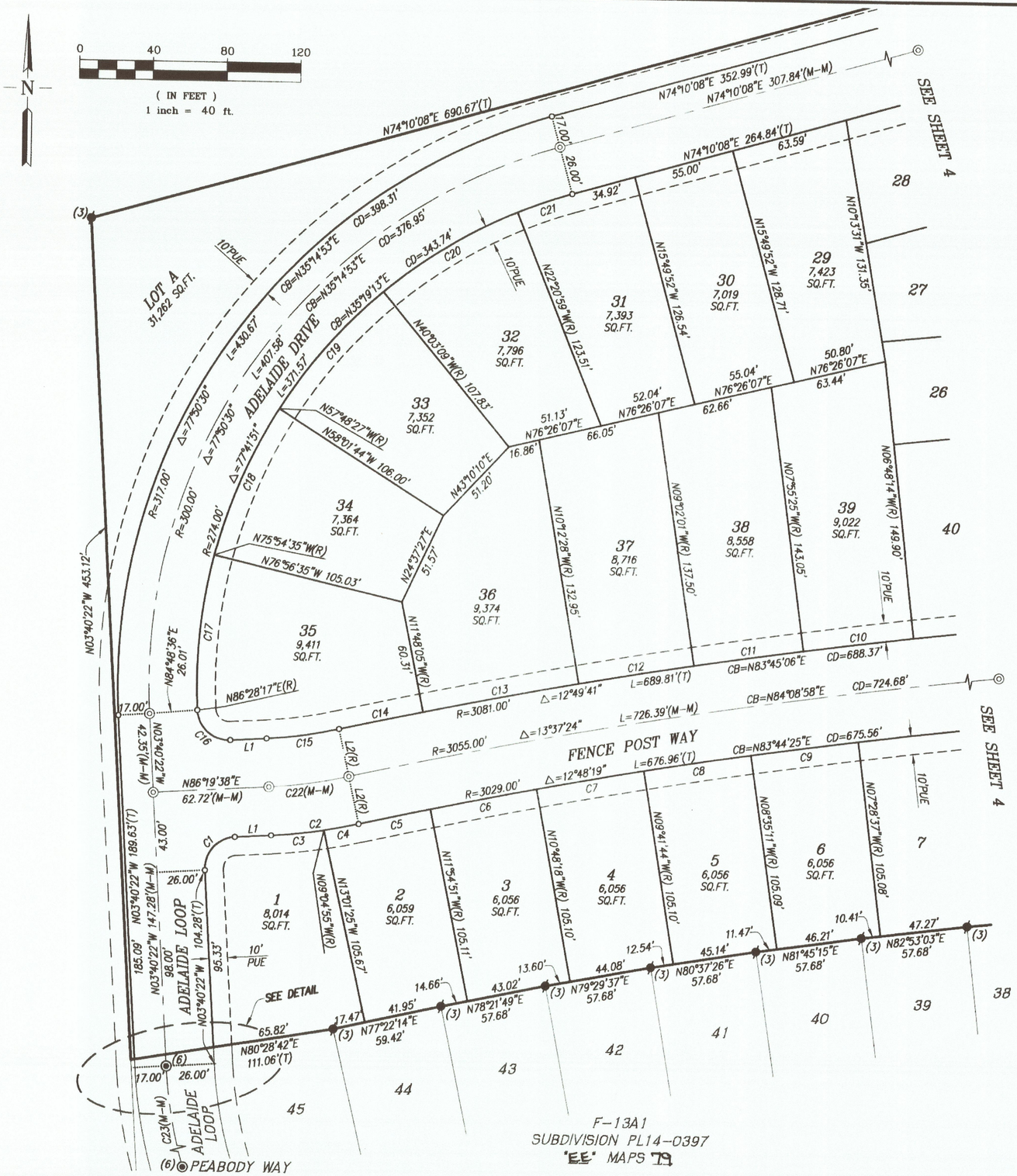
BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

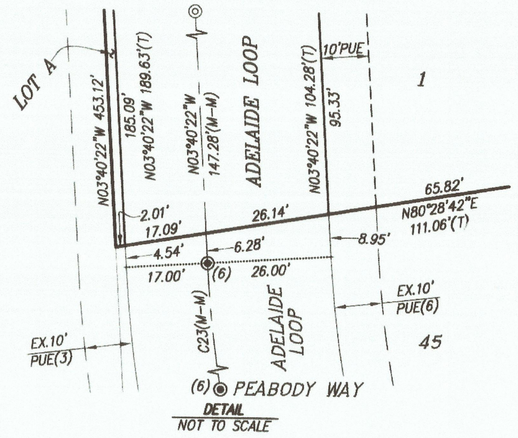
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS

AUGUST 2019

RJA JOB NO. 175021



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.



Line Table		
Line	Bearing	Distance
L1	N86°19'38"E	19.72'
L2	N12°39'44"W	26.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°00'00"	26.70'	N41°19'38"E	24.04'
C2	306.00'	08°59'22"	48.01'	N81°49'57"E	47.96'
C3	306.00'	05°24'33"	28.89'	N83°37'21"E	28.88'
C4	306.00'	03°34'49"	19.12'	N79°07'40"E	19.12'
C5	3029.00'	00°44'53"	39.55'	N77°42'42"E	39.54'
C6	3029.00'	01°06'33"	58.64'	N78°38'25"E	58.64'
C7	3029.00'	01°06'34"	58.65'	N79°44'59"E	58.64'
C8	3029.00'	01°06'33"	58.64'	N80°51'33"E	58.64'
C9	3029.00'	01°06'34"	58.65'	N81°58'06"E	58.64'
C10	3081.00'	01°07'11"	60.21'	N82°38'11"E	60.21'
C11	3081.00'	01°06'36"	59.69'	N81°31'17"E	59.69'
C12	3081.00'	01°10'27"	63.14'	N80°22'45"E	63.13'
C13	3081.00'	01°35'37"	85.69'	N78°59'43"E	85.69'
C14	3081.00'	00°51'39"	46.29'	N77°46'05"E	46.28'
C15	254.00'	08°59'22"	39.85'	N81°49'57"E	39.81'
C16	17.00'	90°08'39"	26.75'	N48°36'02"W	24.07'
C17	274.00'	17°37'08"	84.26'	N05°16'51"E	83.93'
C18	274.00'	18°06'08"	86.57'	N23°08'29"E	86.21'
C19	274.00'	17°45'18"	84.91'	N41°04'12"E	84.57'
C20	274.00'	17°42'10"	84.66'	N58°47'56"E	84.32'
C21	274.00'	06°31'07"	31.17'	N70°54'35"E	31.16'
C22	280.00'	08°59'22"	43.93'	N81°49'57"E	43.89'
C23	250.00'	19°57'03"	87.05'	N13°38'53"W	86.61'

FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-A2 SUBDIVISION NO. PL14-0397

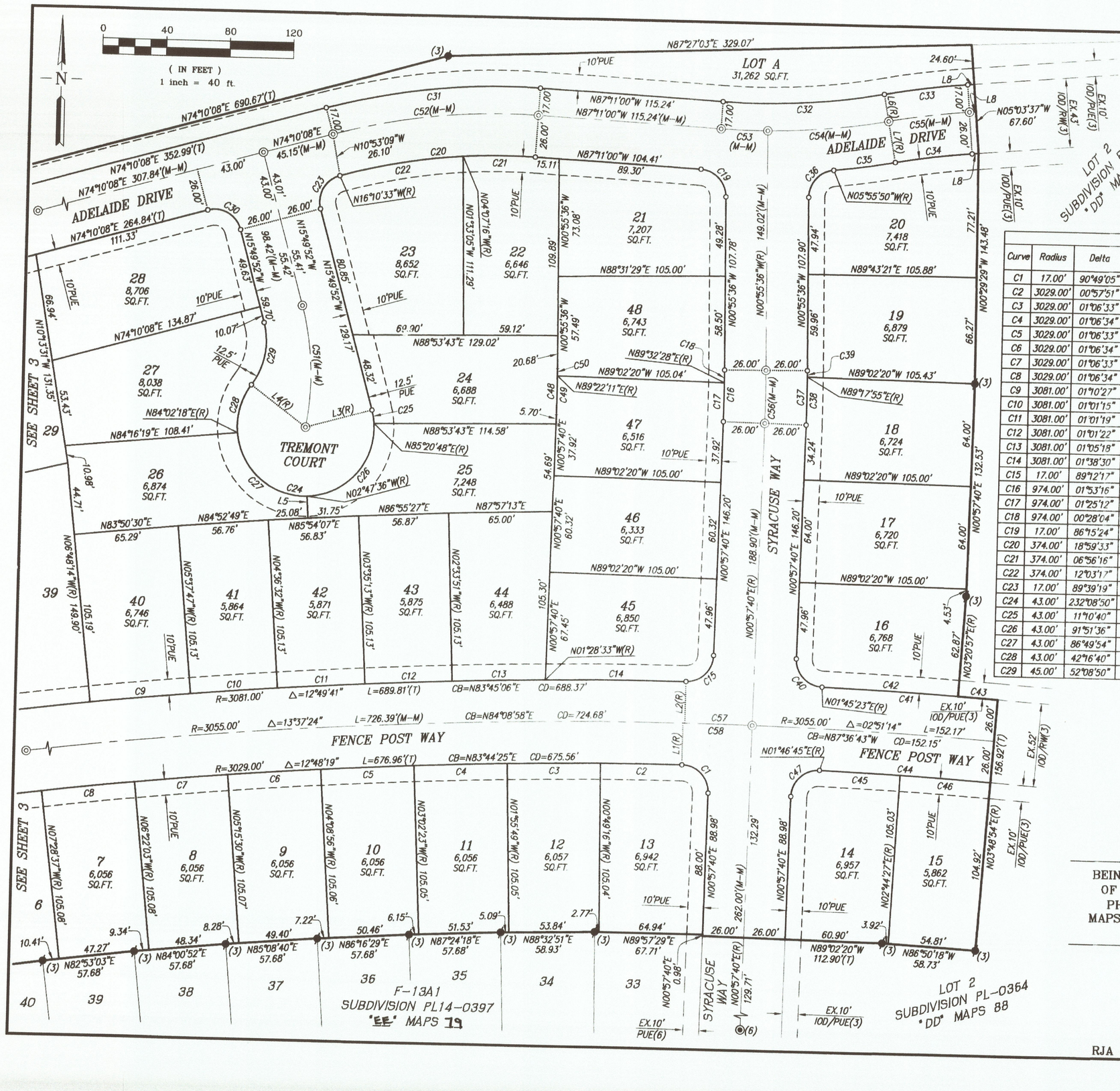
BEING A SUBDIVISION OF LOT 1 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

SHEET 3 OF 4 SHEETS


0 40 80 120
(IN FEET)
1 inch = 40 ft.
N
LOT A
31,262 SQ.FT.
N87°27'03"E 329.07'
N74°10'08"E 690.67'(T)
N74°10'08"E 352.99'(T)
N74°10'08"E 307.84'(M-M)
N74°10'08"E 264.84'(T)
N74°10'08"E 111.33'
N74°10'08"E 45.15'(M-M)
N74°10'08"E 134.87'
N87°11'00"W 115.24'
N87°11'00"W 115.24'(M-M)
N87°11'00"W 104.41'
89.30'
N10°53'09"W 26.10'
N16°10'33"W(R)
N15°49'52"W 129.17'
N15°49'52"W 98.42'(M-M)
N15°49'52"W 55.41'
55.42'
N11°03'31"W 131.35'
N84°02'18"E(R)
N84°16'19"E 108.41'
N88°53'43"E 129.02'
N88°53'43"E 114.58'
N89°32'28"E(R)
N89°02'20"E 105.04'
N89°22'11"E(R)
N89°02'20"W 105.00'
N85°20'48"E(R)
N02°47'36"W(R)
N00°57'40"E 37.92'
N00°57'40"E 146.20'
N00°57'40"E 60.32'
N00°57'40"E 67.45'
N00°57'40"E(R) 188.90'(M-M)
N00°55'36"W 73.08'
N00°55'36"W 57.49'
N00°55'36"W 107.78'
N00°55'36"W(R) 149.02'(M-M)
N00°55'36"W 107.90'
N00°29'29"W 143.48'
N00°57'40"E 132.53'
N89°43'21"E 105.88'
N89°17'55"E(R)
N89°02'20"W 105.00'
N89°02'20"W 105.43'
N89°02'20"W 105.00'
N89°02'20"W 105.00'
N89°02'20"W 105.00'
N89°02'20"W 112.90'(T)
N01°28'33"W(R)
N01°45'23"E(R)
N01°46'45"E(R)
N05°55'50"W(R)
N05°03'37"W 67.60'
N03°20'57"E(R)
N02°44'27"E(R) 105.03'
N03°48'54"E(R)
N00°46'43"W 149.96'
N06°48'14"W(R) 149.96'
N05°37'47"W(R) 105.13'
N04°26'40"W(R) 105.13'
N03°15'13"W(R) 105.13'
N02°03'45"W(R) 105.13'
N00°57'40"E 129.71'
N00°57'40"E 0.98'
N00°28'33"W(R) 105.08'
N00°22'03"W(R) 105.08'
N00°45'36"W(R) 105.07'
N00°08'40"W(R) 105.06'
N00°29'16"W(R) 105.04'
N00°49'16"W(R) 105.05'
N00°02'43"W(R) 105.05'
N00°15'49"W(R) 105.05'
N00°33'05"W(R) 111.29'
N04°17'19"W(R) 111.29'
ADELAIDE DRIVE
TREMONT COURT
SYRACUSE WAY
FENCE POST WAY
LOT 2 SUBDIVISION PL-0364 "DD" MAPS 88
SEE SHEET 3
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.
F-13A1 SUBDIVISION PL14-0397 "EE" MAPS 79
EX.10' 100/PUE(3)
EX.43' 100/RW(3)
EX.52' 100/RW(3)
10'PUE
12.5' PUE
17.00'
24.60'
26.00'
43.00'
43.01'
77.21'
66.27'
64.00'
59.96'
47.94'
49.28'
58.50'
48.32'
80.85'
108.89'
66.94'
53.43'
44.71'
10.98'
10.07'
5.70'
20.68'
31.75'
25.08'
59.70'
49.63'
98.42'(M-M)
55.41'
55.42'
188.90'(M-M)
149.02'(M-M)
262.00'(M-M)
132.29'
88.00'
47.96'
60.32'
54.69'
105.30'
37.92'
34.24'
47.96'
62.87'
4.53'
156.92'(T)
104.92'
3.92'
2.77'
5.09'
6.15'
7.22'
8.28'
9.34'
10.41'
0.98'
129.71'
Line Table
Line | Bearing | Distance
L1 | N00°08'35"E | 26.00'
L2 | N00°09'57"E | 26.00'
L3 | N74°10'08"E | 43.00'
L4 | N53°41'02"W | 43.00'
L5 | N04°05'53"W | 13.71'
L6 | N10°37'38"W | 17.00'
L7 | N10°37'38"W | 26.00'
L8 | N84°56'23"E | 4.06'
Curve Table
Curve | Radius | Delta | Length | Chord Bearing | Chord Distance
C1 | 17.00' | 90°49'05" | 26.95' | N44°26'53"W | 24.21'
C2 | 3029.00' | 00°57'51" | 50.97' | N89°39'40"E | 50.96'
C3 | 3029.00' | 01°06'33" | 58.64' | N88°37'28"E | 58.64'
C4 | 3029.00' | 01°06'34" | 58.65' | N87°30'54"E | 58.64'
C5 | 3029.00' | 01°06'33" | 58.64' | N86°24'20"E | 58.64'
C6 | 3029.00' | 01°06'34" | 58.64' | N85°17'47"E | 58.64'
C7 | 3029.00' | 01°06'33" | 58.64' | N84°11'13"E | 58.64'
C8 | 3029.00' | 01°06'34" | 58.65' | N83°04'40"E | 58.64'
C9 | 3081.00' | 01°10'27" | 63.14' | N83°47'00"E | 63.14'
C10 | 3081.00' | 01°01'15" | 54.89' | N84°52'50"E | 54.89'
C11 | 3081.00' | 01°01'19" | 54.95' | N85°54'07"E | 54.95'
C12 | 3081.00' | 01°01'22" | 55.00' | N86°55'28"E | 54.99'
C13 | 3081.00' | 01°05'18" | 58.53' | N87°58'48"E | 58.52'
C14 | 3081.00' | 01°38'30" | 88.28' | N89°20'42"E | 88.27'
C15 | 17.00' | 89°12'17" | 26.47' | N45°33'48"E | 23.87'
C16 | 974.00' | 01°53'16" | 32.09' | N00°01'02"E | 32.09'
C17 | 974.00' | 01°25'12" | 24.14' | N00°15'04"E | 24.14'
C18 | 974.00' | 00°28'04" | 7.95' | N00°41'34"W | 7.95'
C19 | 17.00' | 86°15'24" | 25.59' | N44°03'18"W | 23.24'
C20 | 374.00' | 18°59'33" | 123.97' | N83°19'14"E | 123.41'
C21 | 374.00' | 06°56'16" | 45.29' | N89°20'52"E | 45.26'
C22 | 374.00' | 12°03'17" | 78.68' | N79°51'06"E | 78.54'
C23 | 17.00' | 89°39'19" | 26.60' | N28°59'48"E | 23.97'
C24 | 43.00' | 232°08'50" | 174.22' | N79°45'27"W | 77.25'
C25 | 43.00' | 11°10'40" | 8.39' | N10°14'32"W | 8.38'
C26 | 43.00' | 91°51'36" | 68.93' | N41°16'36"E | 61.79'
C27 | 43.00' | 86°49'54" | 65.17' | N49°22'39"W | 59.11'
C28 | 43.00' | 42°16'40" | 31.73' | N15°10'38"E | 31.01'
C29 | 45.00' | 52°08'50" | 40.96' | N10°14'33"E | 39.56'
Curve Table
Curve | Radius | Delta | Length | Chord Bearing | Chord Distance
C30 | 17.00' | 90°00'00" | 26.70' | N60°49'52"W | 24.04'
C31 | 417.00' | 18°38'52" | 135.72' | N83°29'34"E | 135.12'
C32 | 433.00' | 13°26'38" | 101.60' | N86°05'41"E | 101.37'
C33 | 543.00' | 05°34'01" | 52.76' | N82°09'23"E | 52.74'
C34 | 500.00' | 05°34'01" | 48.58' | N82°09'23"E | 48.56'
C35 | 476.00' | 04°41'48" | 39.02' | N81°43'16"E | 39.01'
C36 | 17.00' | 84°59'46" | 25.22' | N41°34'17"E | 22.97'
C37 | 1026.00' | 01°53'16" | 33.80' | N00°01'02"E | 33.80'
C38 | 1026.00' | 01°39'45" | 29.77' | N00°07'47"E | 29.77'
C39 | 1026.00' | 00°13'31" | 4.03' | N00°48'50"W | 4.03'
C40 | 17.00' | 89°12'17" | 26.47' | N43°38'29"W | 23.87'
C41 | 3081.00' | 02°03'31" | 110.70' | N87°12'52"W | 110.69'
C42 | 3081.00' | 01°35'34" | 85.65' | N87°26'50"W | 85.65'
C43 | 3081.00' | 00°27'57" | 25.05' | N86°25'05"W | 25.04'
C44 | 3029.00' | 02°02'09" | 107.63' | N87°12'11"W | 107.62'
C45 | 3029.00' | 00°57'42" | 50.84' | N87°44'24"W | 50.84'
C46 | 3029.00' | 01°04'27" | 56.79' | N86°43'20"W | 56.78'
C47 | 17.00' | 90°49'05" | 26.95' | N46°22'12"E | 24.21'
C48 | 869.00' | 01°53'16" | 28.63' | N00°01'02"E | 28.63'
C49 | 869.00' | 01°35'29" | 24.14' | N00°09'55"E | 24.14'
C50 | 869.00' | 00°17'47" | 4.50' | N00°46'43"W | 4.49'
C51 | 168.50' | 25°57'32" | 76.34' | N02°51'06"W | 75.69'
C52 | 400.00' | 18°38'52" | 130.19' | N83°29'34"E | 129.61'
C53 | 450.00' | 03°44'36" | 29.40' | N89°03'18"W | 29.40'
C54 | 450.00' | 09°42'02" | 76.19' | N84°13'23"E | 76.10'
C55 | 526.00' | 05°34'01" | 51.11' | N82°09'23"E | 51.09'
C56 | 1000.00' | 01°53'16" | 32.95' | N00°01'02"E | 32.95'
C57 | 3055.00' | 00°47'43" | 42.40' | N89°26'12"W | 42.40'
C58 | 3055.00' | 00°49'05" | 43.62' | N89°26'53"W | 43.61'
R=3055.00' Δ=13°37'24" L=726.39'(M-M) CB=N84°08'58"E CD=724.68'
R=3055.00' Δ=02°51'14" L=152.17' CB=N87°36'43"W CD=152.15'
R=3081.00' Δ=12°49'41" L=689.81'(T) CB=N83°45'06"E CD=688.37'
R=3029.00' Δ=12°48'19" L=676.96'(T) CB=N83°44'25"E CD=675.56'
1 7,056 SQ.FT.
2 6,942 SQ.FT.
3 6,057 SQ.FT.
4 6,056 SQ.FT.
5 6,056 SQ.FT.
6 6,056 SQ.FT.
7 6,056 SQ.FT.
8 6,056 SQ.FT.
9 6,056 SQ.FT.
10 6,056 SQ.FT.
11 6,056 SQ.FT.
12 6,056 SQ.FT.
13 6,942 SQ.FT.
14 6,957 SQ.FT.
15 5,862 SQ.FT.
16 6,768 SQ.FT.
17 6,720 SQ.FT.
18 6,724 SQ.FT.
19 6,879 SQ.FT.
20 7,418 SQ.FT.
21 7,207 SQ.FT.
22 6,646 SQ.FT.
23 8,652 SQ.FT.
24 6,688 SQ.FT.
25 7,248 SQ.FT.
26 6,874 SQ.FT.
27 8,038 SQ.FT.
28 8,706 SQ.FT.
29
34
35
36
37
38
39
40
41 5,864 SQ.FT.
42 5,871 SQ.FT.
43 5,875 SQ.FT.
44 6,488 SQ.FT.
45 6,850 SQ.FT.
46 6,333 SQ.FT.
47 6,516 SQ.FT.
48 6,743 SQ.FT.
N82°53'03"E 57.68'
N84°00'52"E 57.68'
N85°08'40"E 57.68'
N86°16'29"E 57.68'
N87°24'18"E 57.68'
N88°32'51"E 58.93'
N89°57'29"E 67.71'
N89°02'20"W 112.90'(T)
N86°50'18"W 58.73'
N83°50'30"E 65.29'
N84°52'49"E 56.76'
N85°54'07"E 56.83'
N86°55'27"E 56.87'
N87°57'13"E 65.00'
N82°47'36"E 50.46'
N83°39'40"E 50.96'
N84°16'19"E 53.43'
N85°54'07"E 54.95'
N86°55'28"E 54.99'
N87°58'48"E 58.52'
N89°02'20"E 105.00'
N89°02'20"E 105.43'
N89°17'55"E 64.00'
N89°02'20"W 105.00'
N89°02'20"W 105.00'
N89°02'20"W 105

COUNCIL COMMUNICATION

CC #: 1275
File #: 0400-04-09-1

Title:	Fiddyment Ranch Phase 2 Village 13-B3 - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch Phase 2 Village 13-B3, CWJ#190018, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the civil improvement work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

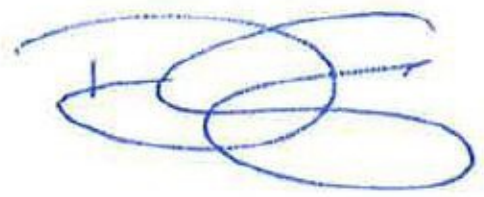
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-056

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-056

ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION

BE IT RESOLVED by the 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 Fiddyment Ranch Phase 2 Village 13-B3 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of record with Placer County Recorder's Office Book EE of Maps, Page 81 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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.

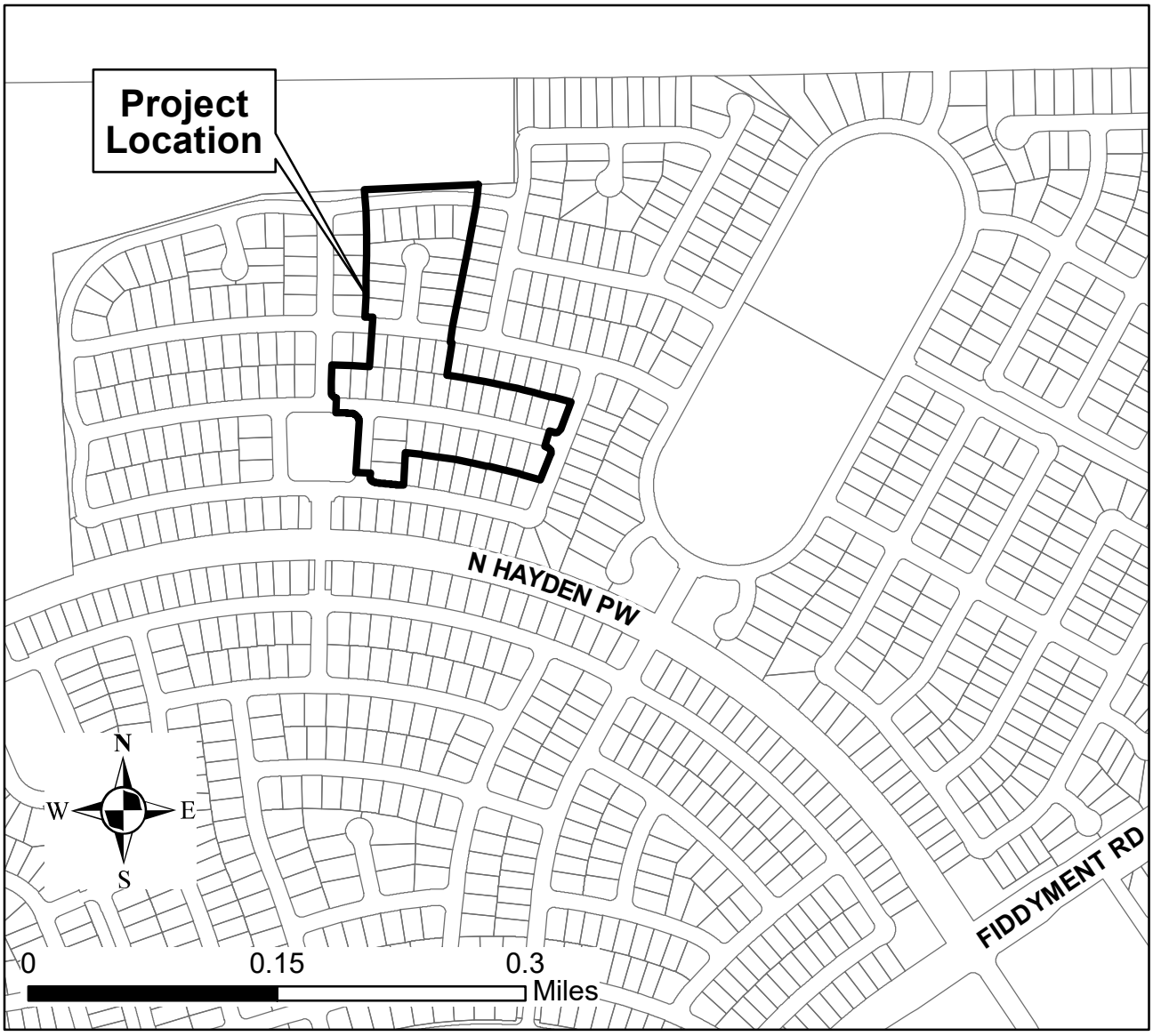
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Fiddyment Ranch Phase 2
Village 13-B3



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS LOT A AND THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVES, COURT, AND WAYS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HERE AS ADELAIDE DRIVE, FENCE POST WAY, PEABODY WAY, RUMFORD WAY, AND ENDICOTT COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

A. LOT A AS PUBLIC OPEN SPACE.

TAYLOR MORRISON OF CALIFORNIA, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NAME: Jay Pawlek *
TITLE: VICE-PRESIDENT

BY: _____
NAME: Aren Bazzocco **
TITLE: VICE-PRESIDENT

* Jay Pawlek
** Aren Bazzocco

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

ON October 31, 2019, 2019, BEFORE ME, L. Hall, A NOTARY PUBLIC, PERSONALLY APPEARED Jay Pawlek AND Aren Bazzocco, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: L. Hall
PRINT NAME: L. Hall
MY COMMISSION NUMBER: 2249285
MY COMMISSION EXPIRES: August 5, 2022
PRINCIPAL COUNTY OF BUSINESS: Sacramento

SURVEYOR'S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 29th DAY OF October, 2019.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

_____ 11/5/19
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ 11/5/19
TIMOTHY G. BLAIR DATE
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/19
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 13-B3 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF LOT A AS OFFERED HEREON. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

11/7/19
DATED

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS 22 DAY OF NOVEMBER, 2019, AT 3:01 PM., IN BOOK EE OF MAPS AT PAGES 81 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NO. 2019-0095104

FEE: $ 20.00

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

BY: D. Butters
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

G:\JOBS\175021\MAPPING\FINAL MAP\1B3\1B3FM-3SLINE 8/6/2019 7:02:32 AM JOHN PATCHETT

REFERENCES: (FIDDYMENT RANCH PHASE 2)

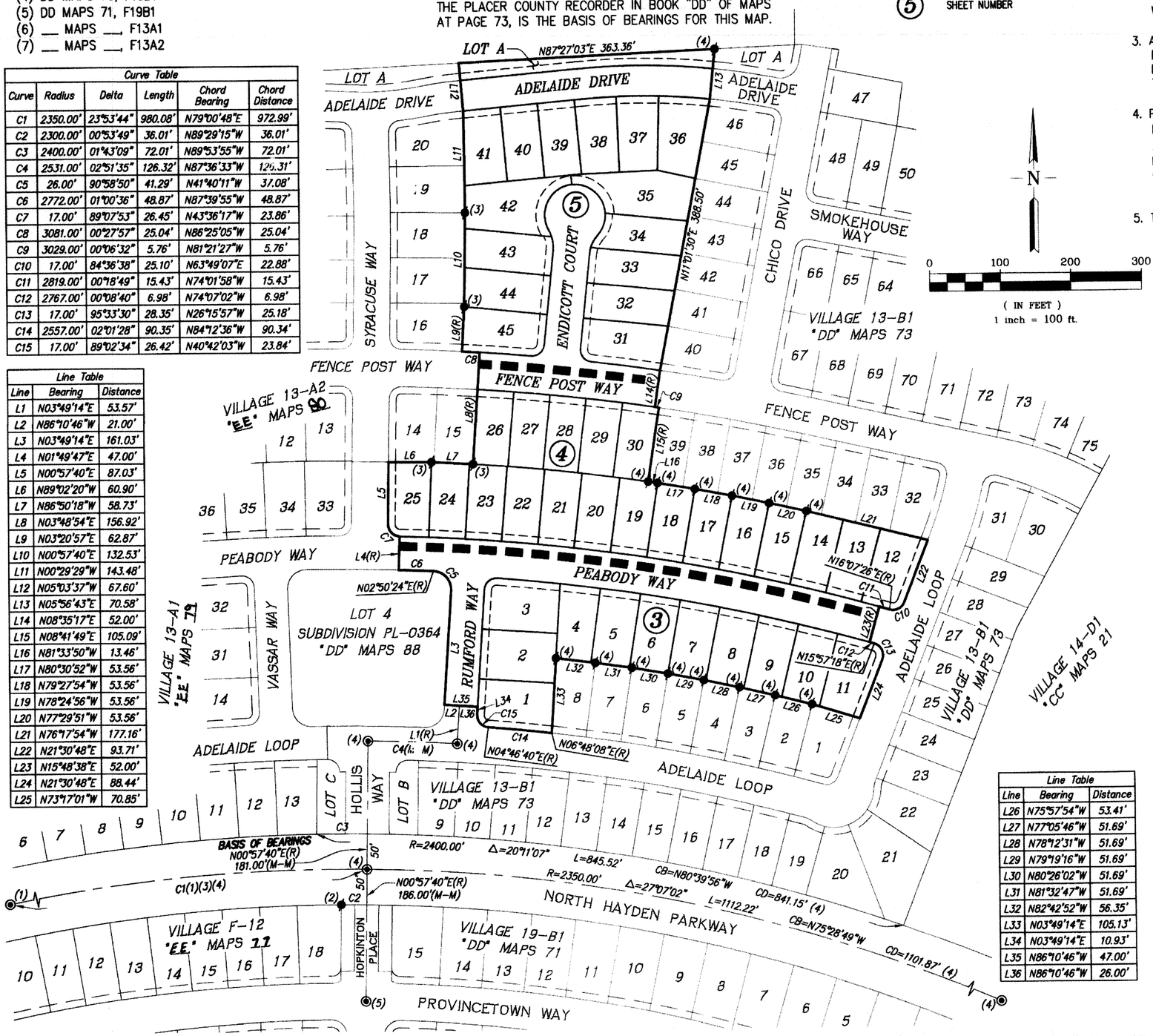
(1) BB MAPS 24, LARGE LOTS
(2) DD MAPS 9, F9 & F19
(3) DD MAPS 88, LARGE LOTS
(4) DD MAPS 73, F13B1
(5) DD MAPS 71, F19B1
(6) __ MAPS __, F13A1
(7) __ MAPS __, F13A2

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN HOLLIS WAY TAKEN AS N00°57'40"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL14-0397, "FIDDYMENT RANCH PHASE 2, VILLAGE F-13B1", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "DD" OF MAPS AT PAGE 73, IS THE BASIS OF BEARINGS FOR THIS MAP.

BOUNDARY MAP

SHEET COVERAGE
(5) SHEET NUMBER



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2350.00'	23°53'44"	980.08'	N79°00'48"E	972.99'
C2	2300.00'	00°53'49"	36.01'	N89°29'15"W	36.01'
C3	2400.00'	01°43'09"	72.01'	N89°53'55"W	72.01'
C4	2531.00'	02°51'35"	126.32'	N87°36'33"W	126.31'
C5	26.00'	90°58'50"	41.29'	N41°40'11"W	37.08'
C6	2772.00'	01°00'36"	48.87'	N87°39'55"W	48.87'
C7	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C8	3081.00'	00°27'57"	25.04'	N86°25'05"W	25.04'
C9	3029.00'	00°06'32"	5.76'	N81°21'27"W	5.76'
C10	17.00'	84°36'38"	25.10'	N63°49'07"E	22.88'
C11	2819.00'	00°18'49"	15.43'	N74°01'58"W	15.43'
C12	2767.00'	00°08'40"	6.98'	N74°07'02"W	6.98'
C13	17.00'	95°33'30"	28.35'	N26°15'57"W	25.18'
C14	2557.00'	02°01'28"	90.35'	N84°12'36"W	90.34'
C15	17.00'	89°02'34"	26.42'	N40°42'03"W	23.84'

Line Table		
Line	Bearing	Distance
L1	N03°49'14"E	53.57'
L2	N86°10'46"W	21.00'
L3	N03°49'14"E	161.03'
L4	N01°49'47"E	47.00'
L5	N00°57'40"E	87.03'
L6	N89°02'20"W	60.90'
L7	N86°50'18"W	58.73'
L8	N03°48'54"E	156.92'
L9	N03°20'57"E	62.87'
L10	N00°57'40"E	132.53'
L11	N00°29'29"W	143.48'
L12	N05°03'37"W	67.60'
L13	N05°56'43"E	70.58'
L14	N08°35'17"E	52.00'
L15	N08°41'49"E	105.09'
L16	N81°33'50"W	13.46'
L17	N80°30'52"W	53.56'
L18	N79°27'54"W	53.56'
L19	N78°24'56"W	53.56'
L20	N77°29'51"W	53.56'
L21	N76°17'54"W	177.16'
L22	N21°30'48"E	93.71'
L23	N15°48'38"E	52.00'
L24	N21°30'48"E	88.44'
L25	N73°17'01"W	70.85'

Line Table		
Line	Bearing	Distance
L26	N75°57'54"W	53.41'
L27	N77°05'46"W	51.69'
L28	N78°12'31"W	51.69'
L29	N79°19'16"W	51.69'
L30	N80°26'02"W	51.69'
L31	N81°32'47"W	51.69'
L32	N82°42'52"W	56.35'
L33	N03°49'14"E	105.13'
L34	N03°49'14"E	10.93'
L35	N86°10'46"W	47.00'
L36	N86°10'46"W	26.00'

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A" ("DD" BM 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
5. TOTAL AREA OF THIS SUBDIVISION IS 8.49±ACRES, CONSISTING OF 45 RESIDENTIAL LOTS AND 1 OPEN SPACE LOT.

LEGEND

———	SUBDIVISION BOUNDARY
———	LOT LINE
- - - - - -	EXISTING EASEMENT AS NOTED
- - - - - -	NEW EASEMENT AS NOTED
—— — ——	CENTER LINE / MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING LOT LINE
◉	FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
●	5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
○	DIMENSION POINT
◎	SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
PUE	PUBLIC UTILITY EASEMENT
IOD	IRREVOCABLE OFFER OF DEDICATION
RW	RIGHT OF WAY
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
SQ.FT.	SQUARE FEET

FINAL MAP OF FIDDYMENT RANCH PHASE 2

VILLAGE 13-B3

SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

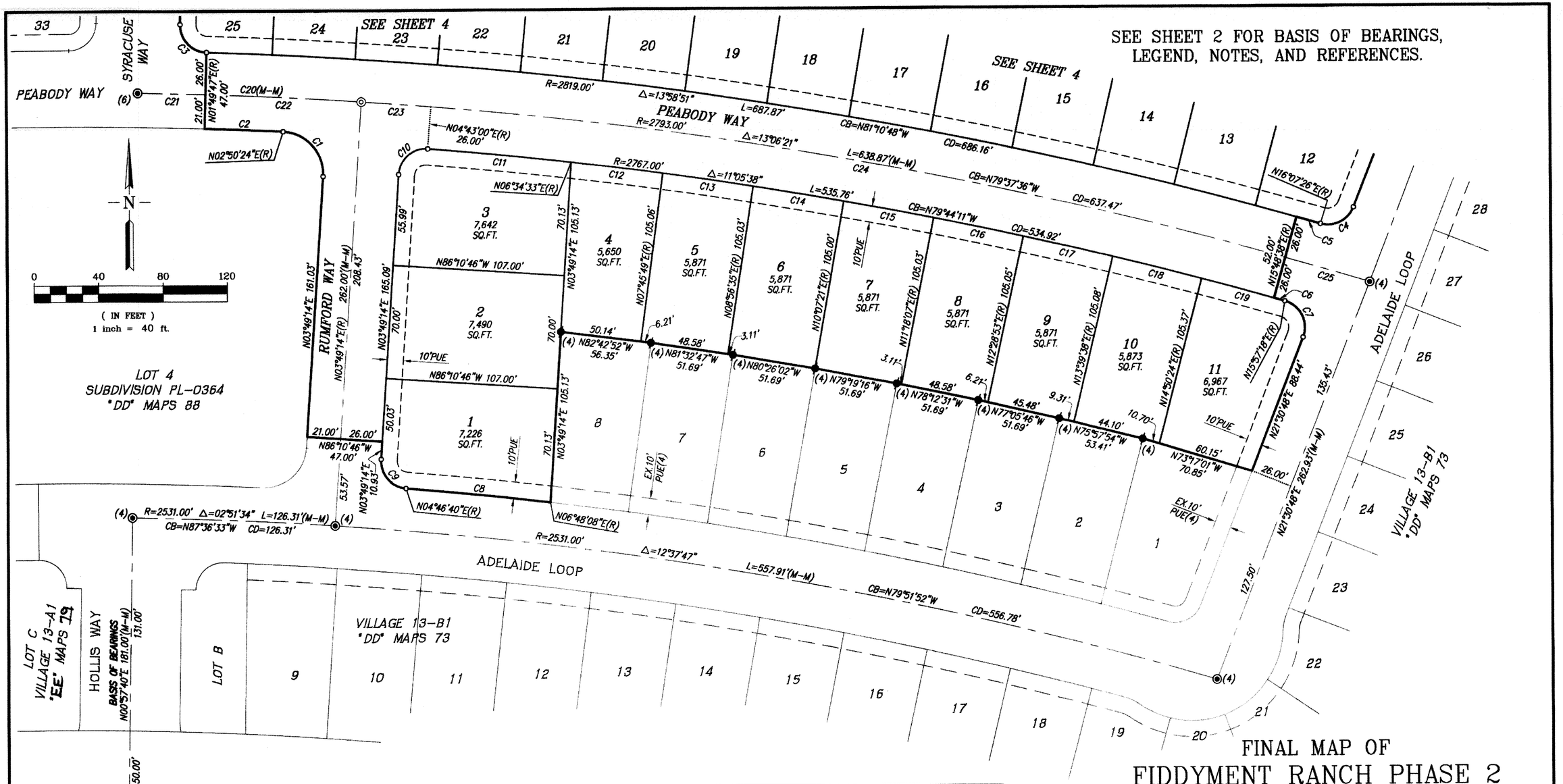
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS

AUGUST 2019

RJA JOB NO. 175021

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	26.00'	90°58'50"	41.29'	N41°40'11"W	37.08'
C2	2772.00'	01°00'37"	48.88'	N87°39'55"W	48.87'
C3	17.00'	89°07'53"	26.45'	N43°36'17"W	23.86'
C4	17.00'	84°36'38"	25.10'	N63°49'07"E	22.88'
C5	2819.00'	00°18'48"	15.42'	N74°01'58"W	15.42'
C6	2767.00'	00°08'40"	6.98'	N74°07'02"W	6.98'
C7	17.00'	95°33'30"	28.35'	N26°15'57"W	25.18'
C8	2557.00'	02°01'28"	90.35'	N84°12'36"W	90.34'
C9	17.00'	89°02'34"	26.42'	N40°42'03"W	23.84'
C10	17.00'	90°53'46"	26.97'	N49°16'07"E	24.23'
C11	2767.00'	01°51'33"	89.79'	N84°21'14"W	89.78'
C12	2767.00'	01°11'16"	57.36'	N82°49'49"W	57.36'
C13	2767.00'	01°10'46"	56.96'	N81°38'48"W	56.96'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C14	2767.00'	01°10'46"	56.96'	N80°28'02"W	56.96'
C15	2767.00'	01°10'46"	56.96'	N79°17'16"W	56.96'
C16	2767.00'	01°10'46"	56.96'	N78°06'30"W	56.96'
C17	2767.00'	01°10'45"	56.96'	N76°55'44"W	56.95'
C18	2767.00'	01°10'46"	56.96'	N75°44'59"W	56.96'
C19	2767.00'	01°06'54"	53.85'	N74°36'09"W	53.84'
C20	2793.00'	02°51'34"	139.39'	N87°36'33"W	139.38'
C21	2793.00'	00°52'07"	42.34'	N88°36'17"W	42.34'
C22	2793.00'	01°59'27"	97.05'	N87°10'29"W	97.04'
C23	2793.00'	00°53'46"	43.68'	N85°43'53"W	43.67'
C24	2793.00'	11°05'38"	540.80'	N79°44'11"W	539.95'
C25	2793.00'	01°06'57"	54.39'	N73°37'54"W	54.39'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS

AUGUST 2019

RJA JOB NO. 175021

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.
0 40 80 120
(IN FEET)
1 inch = 40 ft.
N
SEE SHEET 5
ENDICOTT COURT
VILLAGE 13-B1 "DD" MAPS 73
CHICO DRIVE
FENCE POST WAY
VILLAGE 13-A2 "EE" MAPS 80
VILLAGE 13-A1 "EE" MAPS 79
SYRACUSE WAY
PEABODY WAY
RUMFORD WAY
ADELAIDE LOOP
LOT 4 SUBDIVISION PL-0364 "DD" MAPS 88
SEE SHEET 3
R=3055.00' Δ=05°00'59" L=267.47'(M-M)
R=3029.00' Δ=04°46'23" L=252.33'
R=3055.00' Δ=05°02'51" L=269.13'(M-M)
R=2819.00' Δ=13°58'51" L=687.87'
R=2793.00' Δ=13°06'21" L=638.87'(M-M)
R=2767.00' Δ=11°05'38" L=535.76'
CB=N81°29'56"W CD=269.05'
CB=N83°47'55"W CD=252.27'
CB=N81°10'48"W CD=686.16'
CB=N79°37'36"W CD=637.47'
CB=N79°44'11"W CD=534.92'
N77°29'49"W 244.19'
N89°02'20"W 60.90'
N86°50'18"W 58.73'
N84°42'44"W 1.45'
N84°42'44"W 2.28'
N83°39'46"W 6.01'
N82°36'48"W 9.74'
N85°37'00"W 48.38'
N84°42'44"W 53.56'
N83°39'46"W 53.56'
N82°36'48"W 53.56'
N81°33'50"W 53.56'
N80°30'52"W 53.56'
N79°27'54"W 53.56'
N78°24'56"W 53.56'
N77°29'51"W 53.56'
N76°9'7'54"W 177.16'
N12°30'11"E 49.46'
N00°57'40"E 87.03'
N01°49'47"E 47.00'
N02°50'24"E(R)
N04°43'00"E(R) 26.00'
N03°49'14"E(R) 262.00'(M-M)
N00°57'40"E(R) 262.00'(M-M)
N11°01'30"E(R)
N08°35'17"E(R) 52.00'
N15°48'38"E(R) 52.00'
N21°30'48"E 144.34'
N21°30'48"E 133.12'
N21°30'48"E 93.77'
N19°07'26"E(R)
N15°16'22"E(R) 106.09'
N14°12'29"E(R) 105.11'
N13°08'31"E(R) 105.12'
N12°06'33"E(R) 105.00'
N11°03'35"E(R) 105.00'
N10°00'37"E(R) 105.00'
N08°57'39"E(R) 105.00'
N07°54'41"E(R) 105.00'
N06°51'43"E(R) 105.00'
N05°48'45"E(R) 105.00'
N04°45'47"E(R) 105.00'
N03°42'49"E(R) 105.03'
N02°39'51"E(R) 105.00'
N00°36'53"E(R) 105.00'
N03°46'54"E(R) 104.92'
N04°47'29"E(R) 105.01'
N05°46'04"E(R) 105.02'
N06°44'39"E(R) 105.05'
N07°43'14"E(R) 105.07'
N08°41'49"E(R) 105.09'
N05°10'55"E(R)
N06°46'22"E(R)
N08°35'17"E(R) 52.00'
N11°01'30"E(R)
N02°50'24"E(R)
N03°49'14"E(R) 262.00'(M-M)
N00°57'40"E(R) 262.00'(M-M)
N01°49'47"E(R) 47.00'
N04°43'00"E(R) 26.00'
N15°48'38"E(R) 52.00'
N19°07'26"E(R)
N21°30'48"E 144.34'
N21°30'48"E 133.12'
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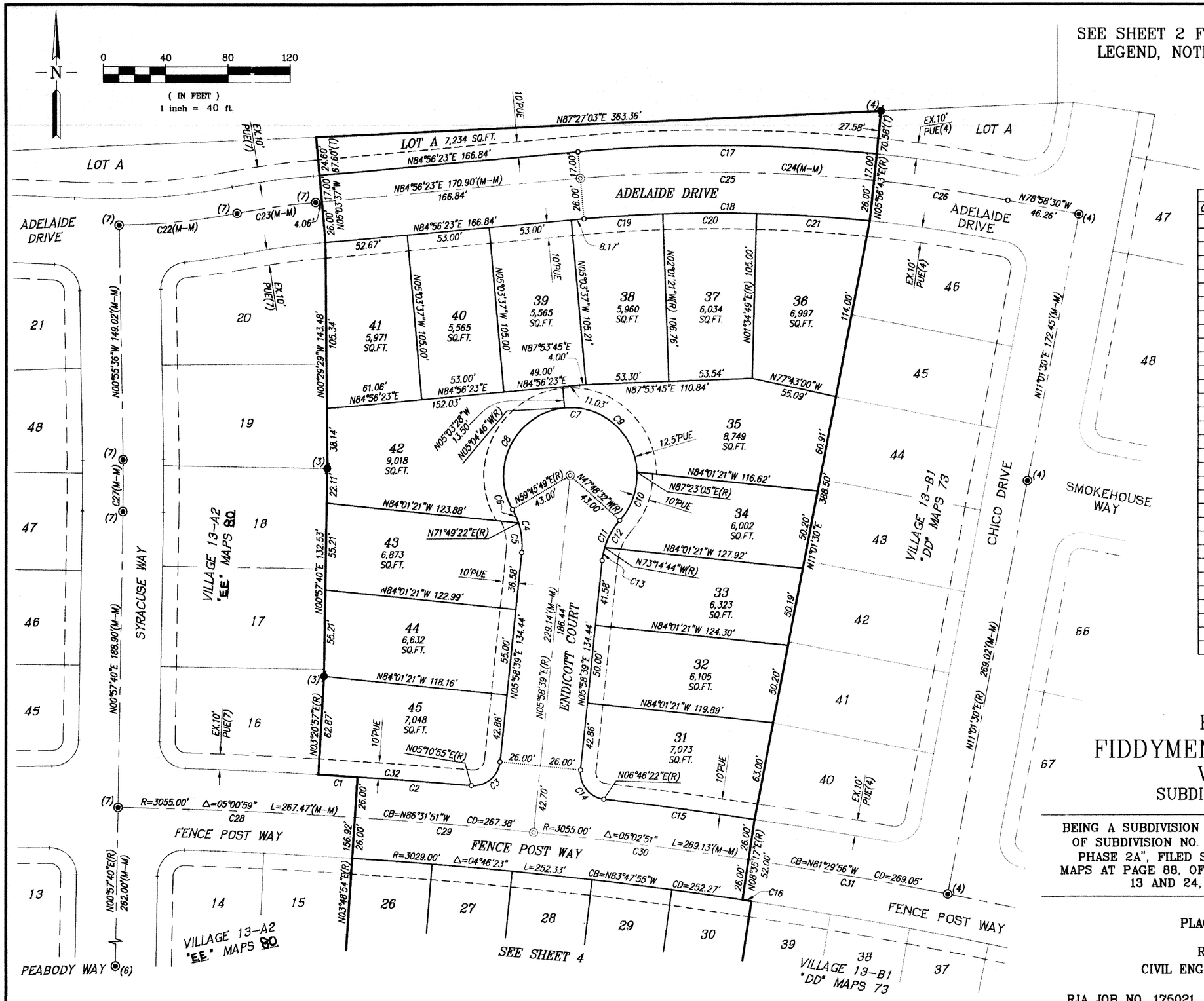
N01°49'47"E 47.00'
N02°50'24"E(R)
N04°43'00"E(R) 26.00'
N03°49'14"E(R) 262.00'(M-M)
N00°57'40"E(R) 262.00'(M-M)
N11°01'30"E(R)
N08°35'17"E(R) 52.00'
N15°48'38"E(R) 52.00'
N21°30'48"E 144.34'
N21°30'48"E 133.12'
N21°30'48"E 93.77'
N12°30'11"E 49.46'
N77°29'49"W 244.19'
N76°9'7'54"W 177.16'
EX.10' PUE(7)
EX.10' PUE(4)
10'PUE
13.46'
40.10'(4)
49.83'
43.82'
5.17'
69.24'
54.36'
53.56'
11.22'
26.00'
156.92'
104.92'
87.03'
58.73'
60.90'
53.56'
49.83'
43.82'
40.10'(4)
13.46

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	3081.00'	00°27'57"	25.05'	N86°25'05"W	25.04'
C2	3081.00'	01°22'01"	73.51'	N85°30'05"W	73.51'
C3	17.00'	89°12'16"	26.47'	N50°34'47"E	23.87'
C4	45.00'	36°12'50"	28.44'	N12°07'46"W	27.97'
C5	45.00'	24°09'17"	18.97'	N06°06'00"W	18.83'
C6	45.00'	12°03'33"	9.47'	N24°12'25"W	9.45'
C7	43.00'	252°25'39"	189.44'	N84°01'21"W	69.39'
C8	43.00'	115°09'25"	86.42'	N27°20'31"E	72.59'
C9	43.00'	92°27'51"	69.39'	N48°50'51"W	62.10'
C10	43.00'	44°48'23"	33.63'	N19°47'16"E	32.78'
C11	45.00'	36°12'49"	28.44'	N24°05'03"E	27.97'
C12	45.00'	25°26'12"	19.98'	N29°28'22"E	19.81'
C13	45.00'	10°46'37"	8.46'	N11°21'57"E	8.45'
C14	17.00'	89°12'17"	26.47'	N38°37'30"W	23.87'
C15	3081.00'	01°48'55"	97.61'	N82°19'11"W	97.61'
C16	3029.00'	00°06'32"	5.76'	N81°21'27"W	5.75'
C17	1000.00'	11°00'20"	192.08'	N89°33'27"W	191.79'
C18	957.00'	11°00'20"	183.82'	N89°33'27"W	183.54'
C19	957.00'	03°02'16"	50.74'	N86°27'31"E	50.74'
C20	957.00'	03°36'10"	60.18'	N89°46'44"E	60.17'
C21	957.00'	04°21'54"	72.91'	N86°14'14"W	72.89'
C22	450.00'	09°42'02"	76.19'	N84°13'23"E	76.10'
C23	526.00'	05°34'01"	51.11'	N82°09'22"E	51.09'
C24	983.00'	16°05'07"	275.97'	N87°01'04"W	275.06'
C25	983.00'	11°00'20"	188.82'	N89°33'27"W	188.53'
C26	983.00'	05°04'47"	87.15'	N81°30'54"W	87.12'
C27	1000.00'	01°53'16"	32.95'	N00°01'02"E	32.95'
C28	3055.00'	02°51'14"	152.17'	N87°36'43"W	152.15'
C29	3055.00'	02°09'45"	115.30'	N85°06'14"W	115.30'
C30	3055.00'	02°36'38"	139.19'	N82°43'02"W	139.19'
C31	3055.00'	02°26'13"	129.94'	N80°11'36"W	129.92'
C32	3081.00'	01°49'58"	98.56'	N85°44'04"W	98.56'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 13-B3
SUBDIVISION NO. PL14-0397

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
AUGUST 2019

RJA JOB NO. 175021

COUNCIL COMMUNICATION

CC #: 1271
File #: 0400-04-09-1

Title:	Creekview Phase 1 - 3279 Westbrook Blvd. Sanitary Sewer Lift Station - Notice of Completion
Contact:	Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting 3279 Westbrook Blvd. Sanitary Sewer Lift Station, CWJ # 190079 , as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the sanitary sewer lift station work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

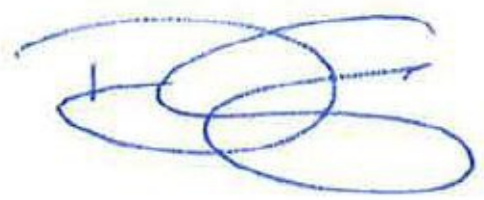
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Notice of Completion for the 3279 Westbrook Blvd. Sanitary Sewer Lift Station project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-053

NOC

Exhibit A_CreekviewSanitaryLiftStation.

Creekview Phase 1 Final Map.

RESOLUTION NO. 21-053

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **3279 WESTBROOK BLVD. SANITARY SEWER LIFT STATION PROJECT**, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the **3279 Westbrook Blvd. Sanitary Sewer Lift Station** is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of **Creekview-Phase 1, Large Lot Subdivision, Subdivision No. PL 18-0190** recorded in Book **EE** of Maps, Page **97** , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as 3279 Westbrook Blvd. Sanitary Sewer Lift Station

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
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.

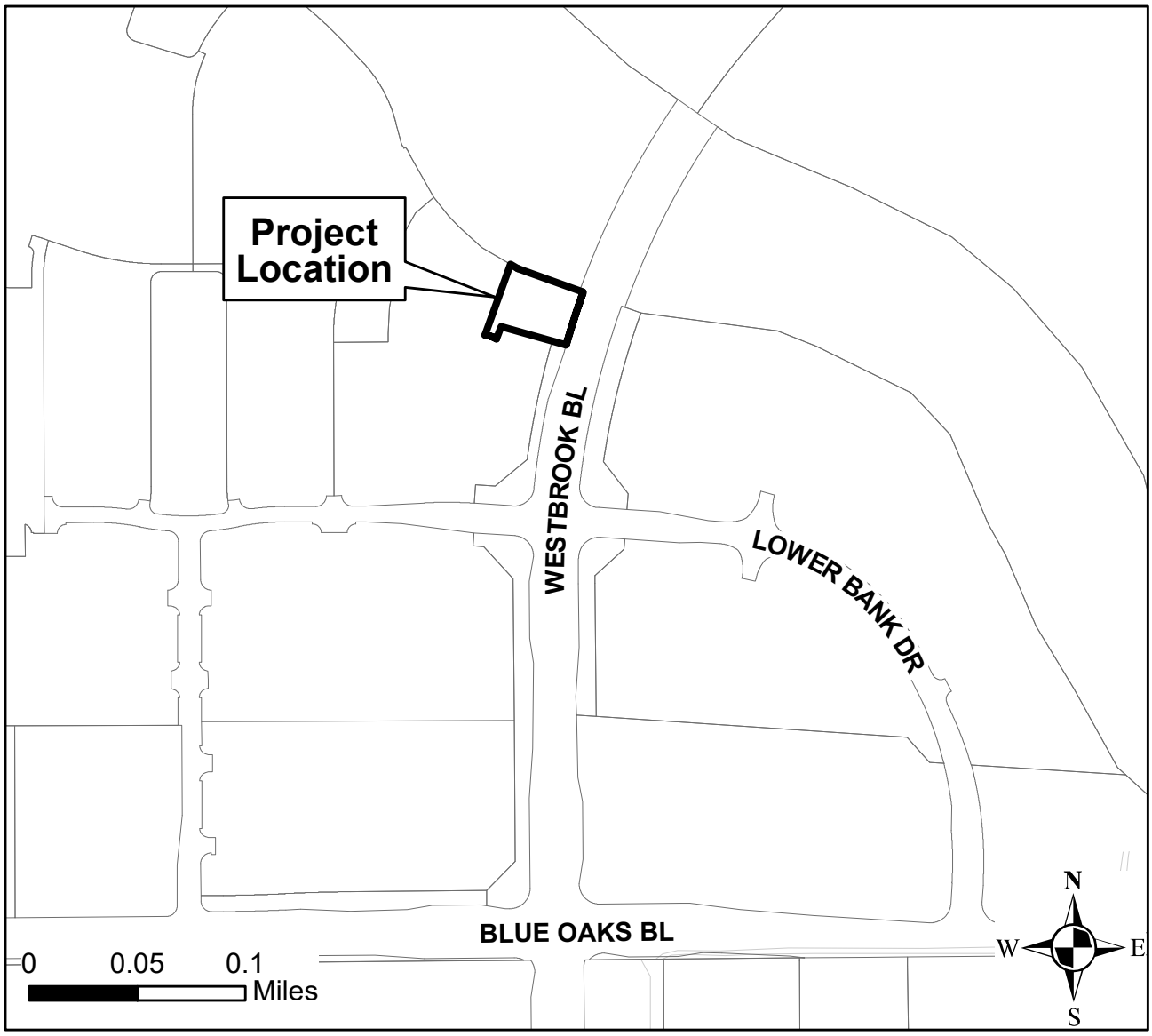
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
3279 Westbrook Blvd
Sanitary Sewer Lift Station



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY) AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 4, 5, 6, 7, 10, 22 AND 23, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

(C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.).

(D) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT" (B.S.E.).

(E) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT" (B.P.E.).

(F) A PUBLIC EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ANY AND ALL APPURTENANCES THERETO RELATED TO A STANDARD CITY OF ROSEVILLE PUBLIC STREET ON, OVER, UNDER, AND ACROSS BLUE OAKS BOULEVARD, WESTBROOK BOULEVARD, LOWER BANK DRIVE AND CLOUD DANCE DRIVE SHOWN HEREON AND DESIGNATED "CONSTRUCTION EASEMENT" (C.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY BLUE OAKS BOULEVARD, BENCHMARK DRIVE, CLOUD DANCE DRIVE, DAYDREAM DRIVE, GRASSCREEK DRIVE, HOLT PARKWAY, LOWER BANK DRIVE, SKIPPING STONE WAY, WESTBROOK BOULEVARD AND WHISTLING BEND WAY, AND ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).

(B) LOTS 28 AND 29 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

(C) LOTS 15 AND 18 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.

(D) LOT 21 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION SITE.

(E) LOT 26 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR RECYCLING CENTER SITE.

(F) LOT 27 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR WATER TREATMENT/WELL SITE.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON April 15th, 2020 BEFORE ME, Renee C. Kelty, A NOTARY PUBLIC

PERSONALLY APPEARED – Brian Moore –

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. *

WITNESS MY HAND AND OFFICIAL SEAL.

Renee C. Kelty
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 4/21/2021 MY COMMISSION NUMBER: 2192761

* OF CALIFORNIA THAT THE - KK

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 21, 26 AND 27 AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

ADDRESS: 3001 DOUGLAS BLVD., SUITE 200
ROSEVILLE, CA 95661

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4.13.20

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR
3.31.22
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 4/16/20

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: 4/16/20

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 4/16/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ .M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Rycn Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0051034

BY: _____ DEPUTY

FEE: $ 126.00

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

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SHEET 1 OF 15

18431.RST

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____ - Robin Nieto
Vice President

BY: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON April 15, 2020 BEFORE ME, V. Murphy, A NOTARY PUBLIC

PERSONALLY APPEARED Robin Nieto

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE V. Murphy PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: Dec. 29, 2022 MY COMMISSION NUMBER: 2260921 60

NOTES:

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 461.327± ACRES, CONSISTING OF 18 LARGE LOTS, 1 COMMERCIAL LOT, 7 LANDSCAPE LOTS, 2 PUBLIC PARK LOTS, 2 PUBLIC OPEN SPACE LOTS , 1 CITY SANITARY SEWER LIFT STATION LOT, 1 CITY RECYCLING CENTER LOT AND 1 CITY WATER TREATMENT/WELL LOT.
3. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. HIGHWAY EASEMENT DEED TO THE COUNTY OF PLACER RECORDED IN BOOK 3841, AT PAGE 544, O.R.P.C., LYING WITHIN LOTS 6 AND 7, AND BLUE OAKS BOULEVARD.
4. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES RECORDED ON SEPTEMBER 14, 1981 AS INSTRUMENT NO. 35702, IN BOOK 2431, AT PAGE 645, O.R.
5. THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISIONS NO. P-75146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL SERVING THE AREA RECORD ON MARCH 5, 1990 IN BOOK 3841, AT PAGE 538, O.R.
6. THIS PROPERTY IS SUBJECT TO THE THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY INVESTORS II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIPS ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE, LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN" RECORDED ON NOVEMBER 28, 2012 AS INSTRUMENT NO. 2012-0113752, O.R. AND THE SUBSEQUENT ASSIGNMENTS OF DEVELOPMENT AGREEMENT AS FOLLOWS:

   a. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM CHUANG FAMILY PARTNERSHIP, A CALIFORNIA PARTNERSHIP, FELIX CHUANG AND MARK CHUANG TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   b. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD 160 INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.

   c. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOULE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & KED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034780 O.R.

   d. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BENNETT WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034781 O.R.

   e. THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS-ROSEVILLE, LP, A WASHINGTON LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034782 O.R.
7. THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASES, RENTS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0034784, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 4 LARGE LOT SUBDIVISION" FILED FOR RECORD ON AUGUST 16, 2013 IN BOOK CC OF MAPS, AT PAGE 53, PLACER COUNTY RECORDS.

REFERENCES:

(1) DOC.# 2019-0050337 (LLA)
(2) 9 R.S. 56
(3) 17 P.M. 102
(4) 18 R.S. 15
(5) 18 R.S. 64
(6) BB MAPS 88
(7) CC MAPS 53
(8) EE MAPS 51

LEGEND:

○	DIMENSION POINT
●	FOUND MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▪	FOUND QUARTER CORNER AS NOTED
⌀	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
BNDY	BOUNDARY
B.P.E.	BIKE PATH EASEMENT
B.S.E.	BUS SHELTER EASEMENT
C.E.	CONSTRUCTION EASEMENT
ESMT	EASEMENT
E.V.A.E.	EMERGENCY VAEHICLE ACCESS EASEMENT
FD	FOUND
IOD/ROW	IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
I.P.	IRON PIPE
LLA	LOT LINE ADJUSTMENT
OD	OUTSIDE DIAMETER
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
PGE	PACIFIC GAS AND ELECTRIC COMPANY
P.M.	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
R.S.	RECORD OF SURVEY
(R)	RADIAL BEARING
S.F.	SQUARE FEET
(X)	SHEET INDEX
———	BOUNDARY
———	LOT LINE
- - - - - -	ADJACENT PROPERTY
———	RIGHT-OF-WAY
– – – – –	EASEMENT/I.O.D.
—— – ——	EASEMENT/I.O.D.

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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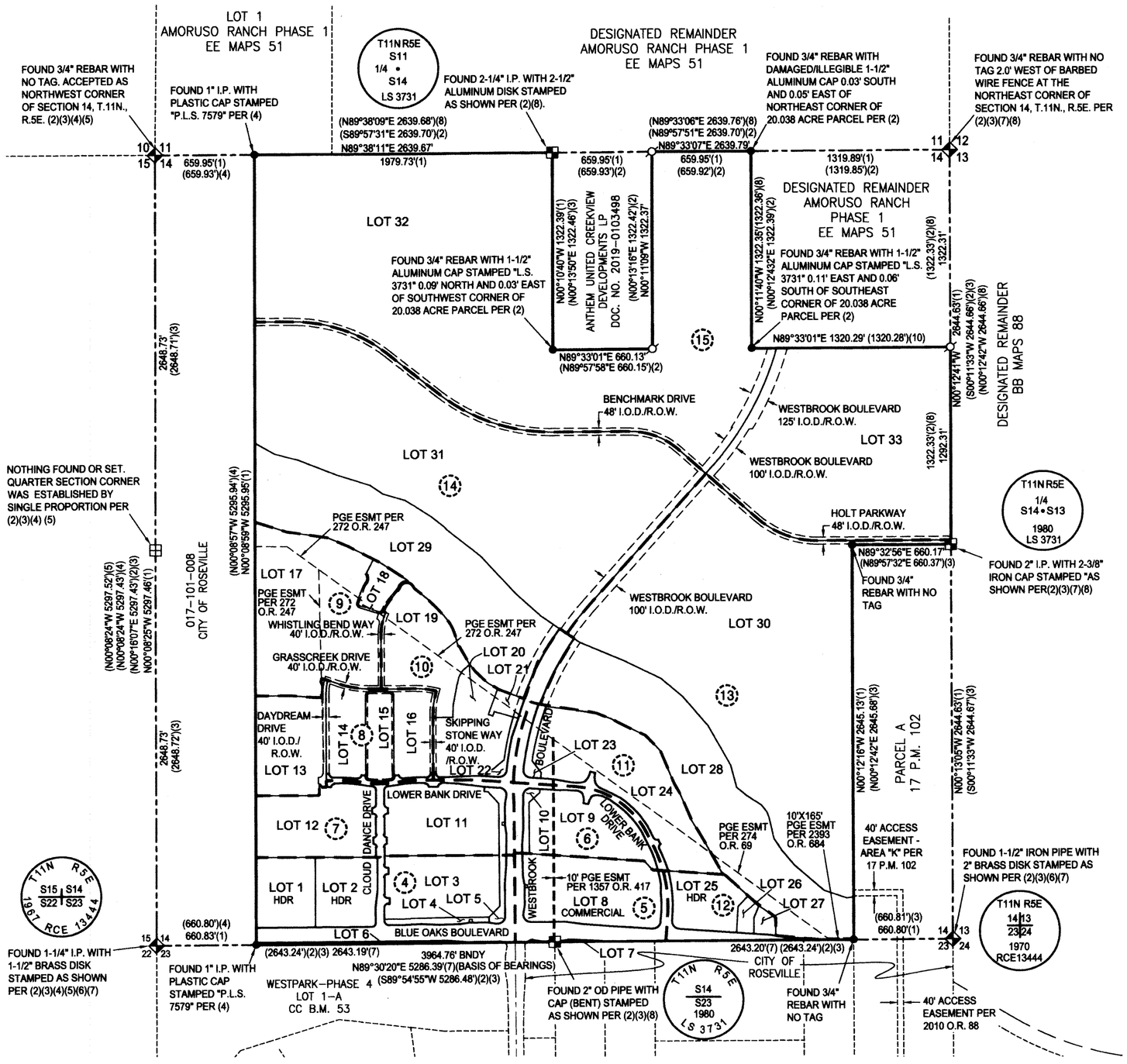

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	C-41	C-41
2	C-42	C-42
3	C-25	C-25
4	LC-1	LC-1
5	LC-2	LC-2
6	LC-10	LC-10
7	LC-11	LC-11
8	C-70	C-70
9	C-17	C-17
10	LC-12	LC-12
11	C-24	C-24
12	C-23	C-23
13	C-13	C-13
14	C-14	C-14
15	C-63	C-63
16	C-15	C-15
17	C-12	C-12
18	C-62	C-62
19	C-11	C-11
20	C-10	C-10
21	C-82	C-82
22	LC-3	LC-3
23	LC-4	LC-4
24	C-16	C-16
25	C-43	C-43
26	C-83	C-83
27	C-84	C-84
28	C-54	C-54
29	C-53	C-53
30	-	-
31	-	-
32	-	-
33	-	-

0 250 500 1000

SCALE: 1"=500'

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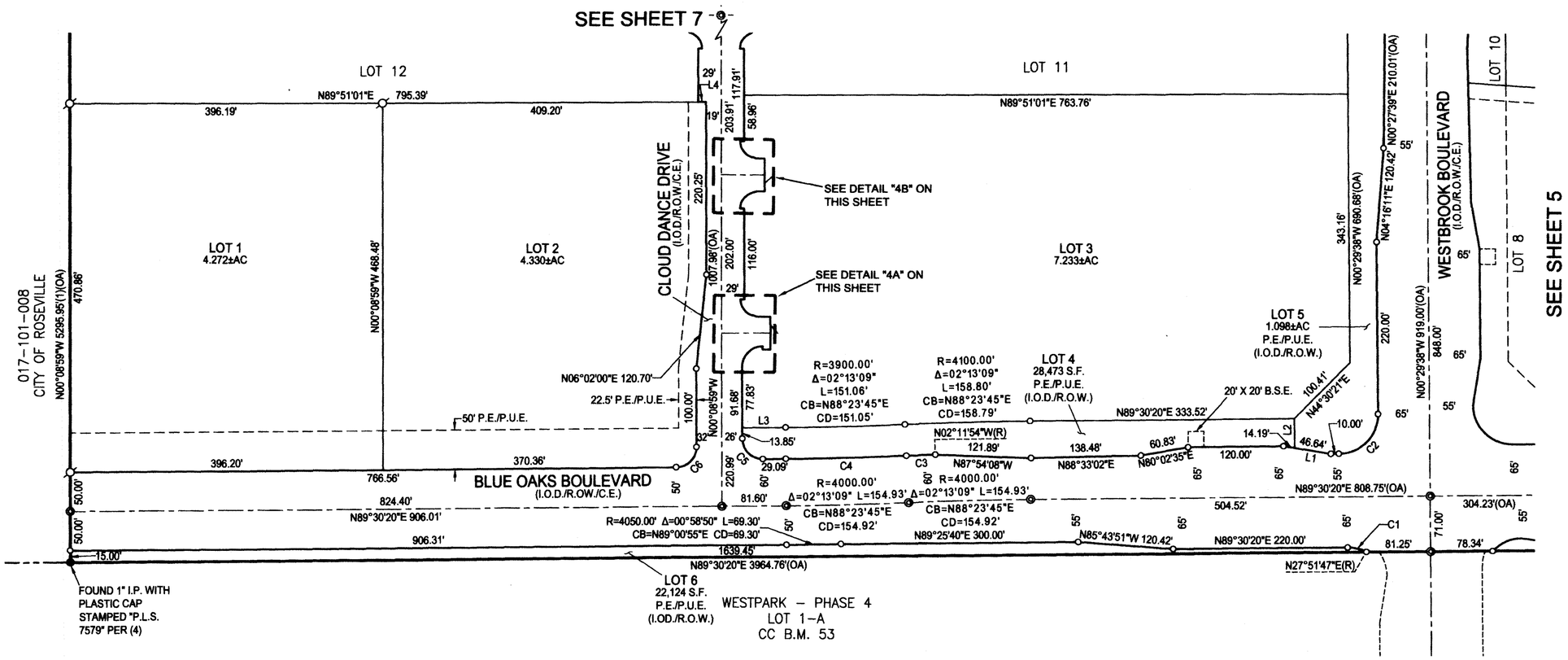
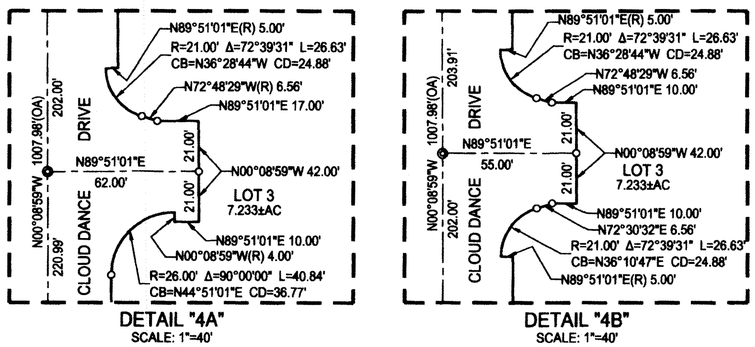
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



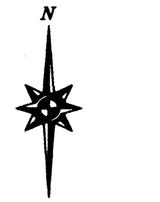


DETAIL "4A"
SCALE: 1"=40'

DETAIL "4B"
SCALE: 1"=40'

Line Table		
Line #	Bearing	Length
L1	N81°01'56"W	60.83'
L2	N00°29'40"W	37.33'
L3	N89°30'20"E	55.00'
L4	N89°51'01"E	10.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	28°21'27"	24.75'	N76°18'56"W	24.49'
C2	50.00'	89°59'58"	78.54'	N44°30'21"E	70.71'
C3	4060.00'	00°30'56"	36.52'	N87°32'39"E	36.52'
C4	3940.00'	02°13'09"	152.61'	N88°23'45"E	152.60'
C5	26.00'	90°20'42"	41.00'	N45°19'19"W	36.88'
C6	26.00'	89°39'18"	40.68'	N44°40'41"E	36.66'



0 50 100 200
SCALE:1"=100'

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LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

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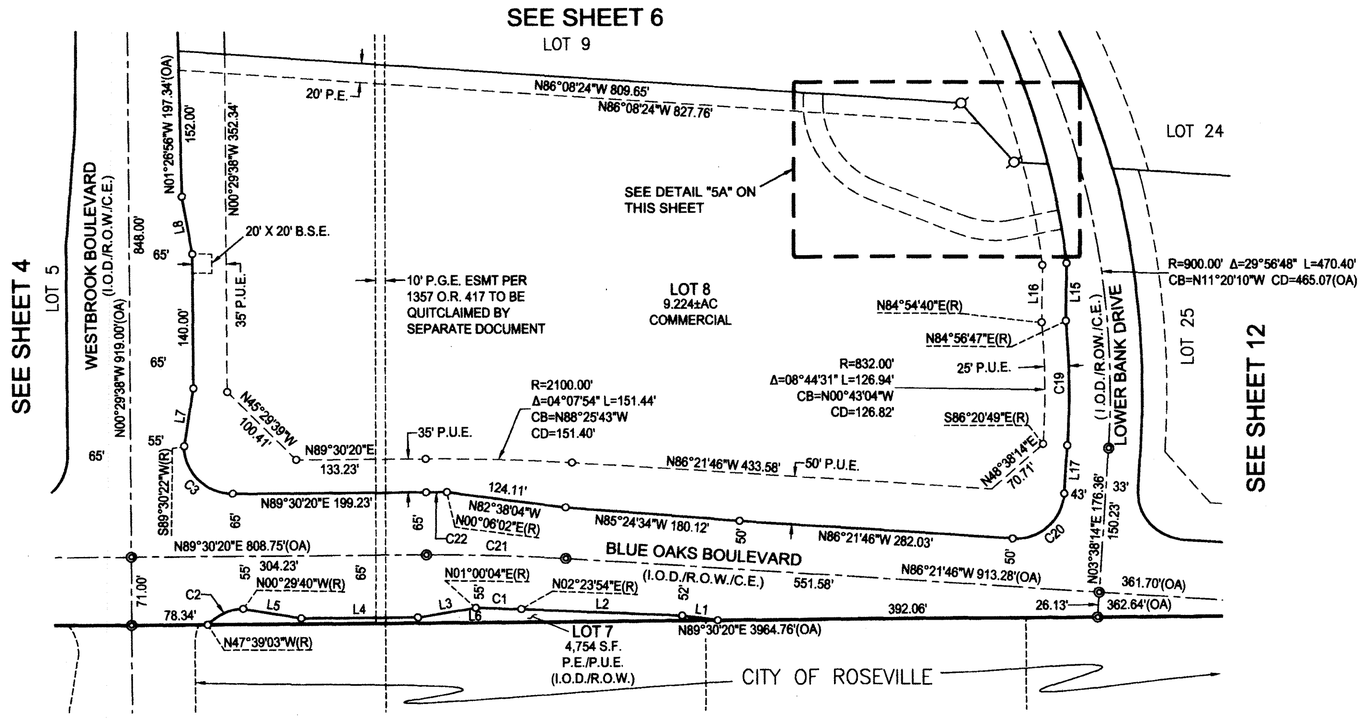
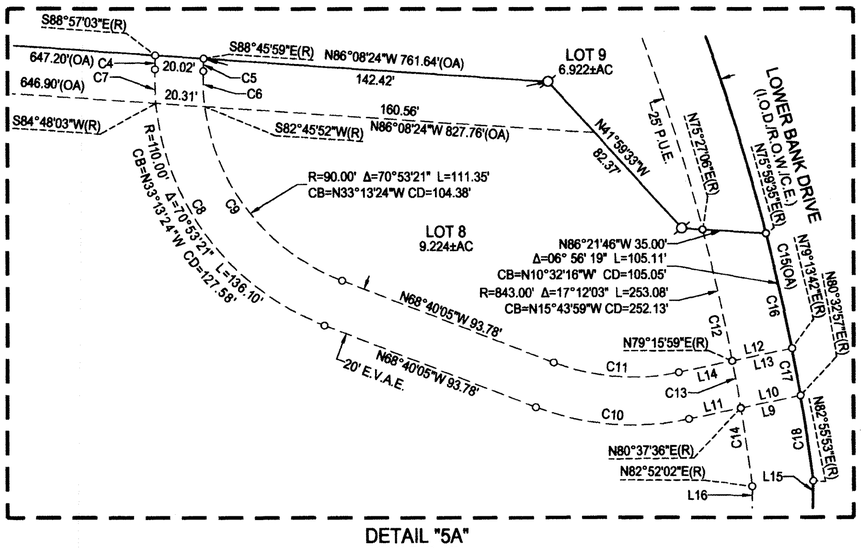


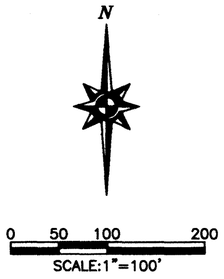
Line Table		
Line #	Bearing	Length
L1	N82°29'17"W	37.05'
L2	N87°36'06"W	165.67'
L3	N80°39'36"E	60.72'
L4	N89°30'20"E	120.00'
L5	N81°01'56"W	60.83'
L6	N89°30'20"E	526.20'
L7	N08°58'06"E	60.83'
L8	N10°15'56"W	60.88'
L9	N77°56'30"E	47.09'
L10	N77°56'30"E	25.03'
L11	N77°56'30"E	22.06'
L12	N77°56'30"E	47.77'
L13	N77°56'30"E	25.00'
L14	N77°56'30"E	22.77'
L15	N00°46'21"E	60.00'
L16	N00°47'55"E	59.56'
L17	N03°38'14"E	50.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1945.00'	01°23'50"	47.43'	N88°18'01"W	47.43'
C2	50.00'	47°09'23"	41.15'	N65°55'38"E	40.00'
C3	50.00'	90°00'02"	78.54'	N45°29'39"W	70.71'
C4	285.00'	01°10'19"	5.83'	N01°38'07"E	5.83'
C5	305.00'	00°59'15"	5.26'	N01°43'39"E	5.26'
C6	90.00'	09°27'24"	14.85'	N02°30'26"W	14.84'
C7	110.00'	07°25'14"	14.25'	N01°29'21"W	14.24'
C8	110.00'	63°28'07"	121.85'	N36°56'01"W	115.72'
C9	90.00'	61°25'57"	96.50'	N37°57'06"W	91.94'
C10	110.00'	33°23'25"	64.10'	N85°21'47"W	63.20'
C11	90.00'	33°23'25"	52.45'	N85°21'47"W	51.71'
C12	843.00'	03°48'53"	56.13'	N12°38'27"W	56.12'
C13	843.00'	01°21'37"	20.01'	N10°03'12"W	20.01'
C14	843.00'	02°14'27"	32.97'	N08°15'11"W	32.97'
C15	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C16	868.00'	03°14'07"	49.01'	N12°23'22"W	49.01'
C17	868.00'	01°19'15"	20.01'	N10°06'40"W	20.01'
C18	868.00'	02°22'57"	36.09'	N08°15'34"W	36.09'
C19	857.00'	08°41'28"	130.00'	N00°42'30"W	129.87'
C20	50.00'	90°00'00"	78.54'	N48°38'14"E	70.71'
C21	2000.00'	04°07'54"	144.23'	N88°25'43"W	144.19'
C22	2065.00'	00°35'42"	21.45'	N89°48'11"E	21.45'



DETAIL "5A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
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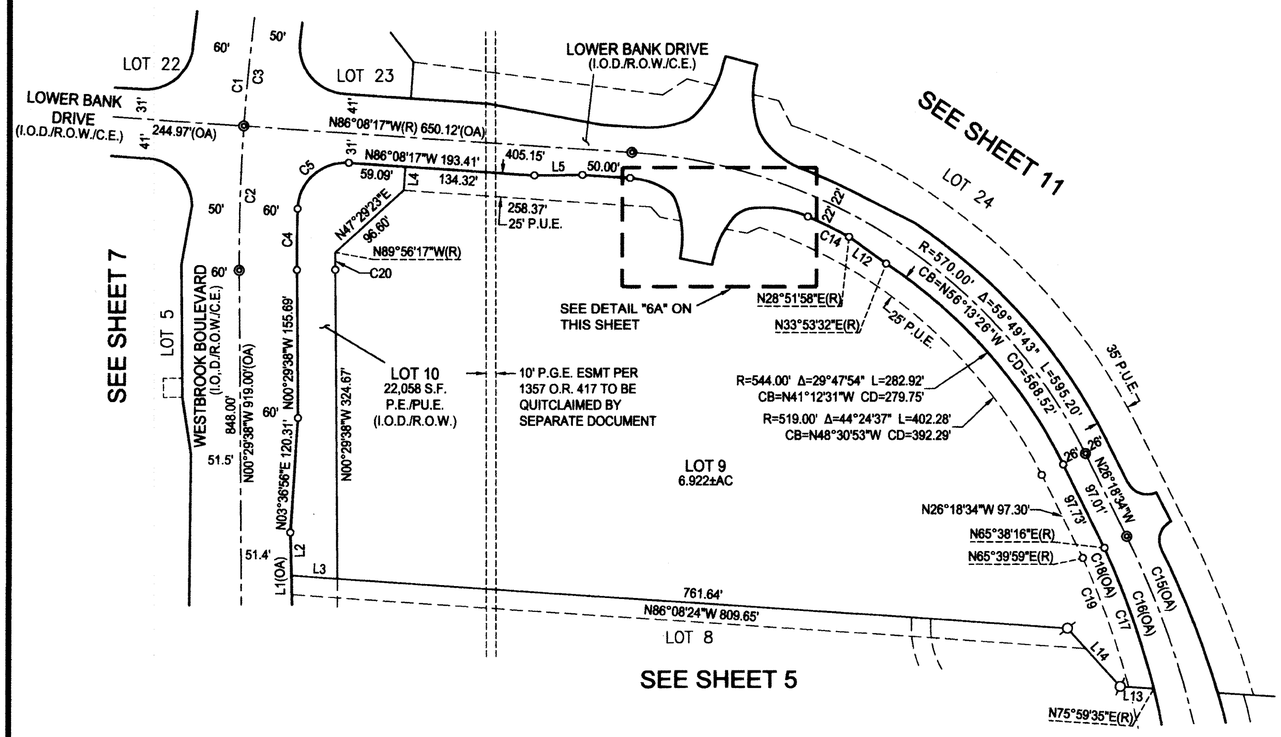
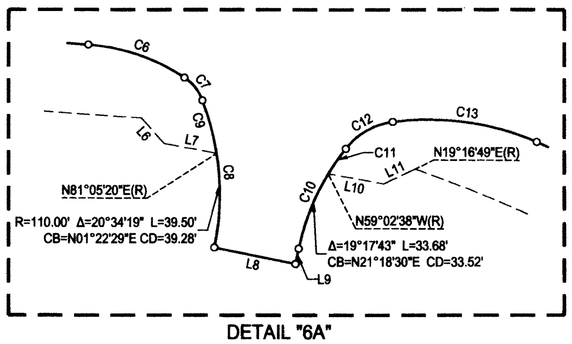
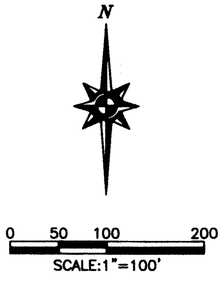


Line Table		
Line #	Bearing	Length
L1	N01°26'56"W	197.34'
L2	N01°26'56"W	45.34'
L3	N86°08'24"W	48.00'
L4	N03°51'43"E	25.00'
L5	N89°17'17"E	50.16'
L6	N41°08'17"W	14.14'
L7	N79°27'57"W	22.03'
L8	N78°20'22"W(R)	34.00'
L9	N11°39'38"E	6.52'
L10	N79°27'57"W	23.35'
L11	N64°38'11"E	14.36'
L12	N53°50'59"W	48.05'
L13	N86°21'46"W	35.00'
L14	N41°59'33"W	82.37'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C2	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1940.00'	01°53'58"	64.32'	N00°27'21"E	64.32'
C5	50.00'	92°27'23"	80.68'	N47°38'02"E	72.21'
C6	80.00'	30°28'00"	42.54'	N70°54'17"W	42.04'
C7	20.00'	34°50'33"	12.16'	N38°15'00"W	11.98'
C8	110.00'	32°29'22"	62.38'	N04°35'03"W	61.54'
C9	110.00'	11°55'03"	22.88'	N14°52'12"W	22.84'
C10	100.00'	26°34'24"	46.38'	N24°56'50"E	45.96'
C11	100.00'	07°16'41"	12.70'	N34°35'42"E	12.69'
C12	30.00'	43°59'00"	23.03'	N60°13'33"E	22.47'
C13	110.00'	31°37'22"	60.71'	N81°58'16"W	59.94'
C14	548.00'	05°01'33"	48.07'	N63°38'48"W	48.05'
C15	900.00'	29°56'48"	470.40'	N11°20'10"W	465.07'
C16	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C17	868.00'	10°21'19"	156.88'	N19°11'04"W	156.66'
C18	843.00'	17°12'03"	253.08'	N15°43'59"W	252.13'
C19	843.00'	09°47'07"	143.97'	N19°26'27"W	143.80'
C20	1900.00'	00°33'21"	18.43'	N00°12'58"W	18.43'



DETAIL "6A"
SCALE: 1"=40'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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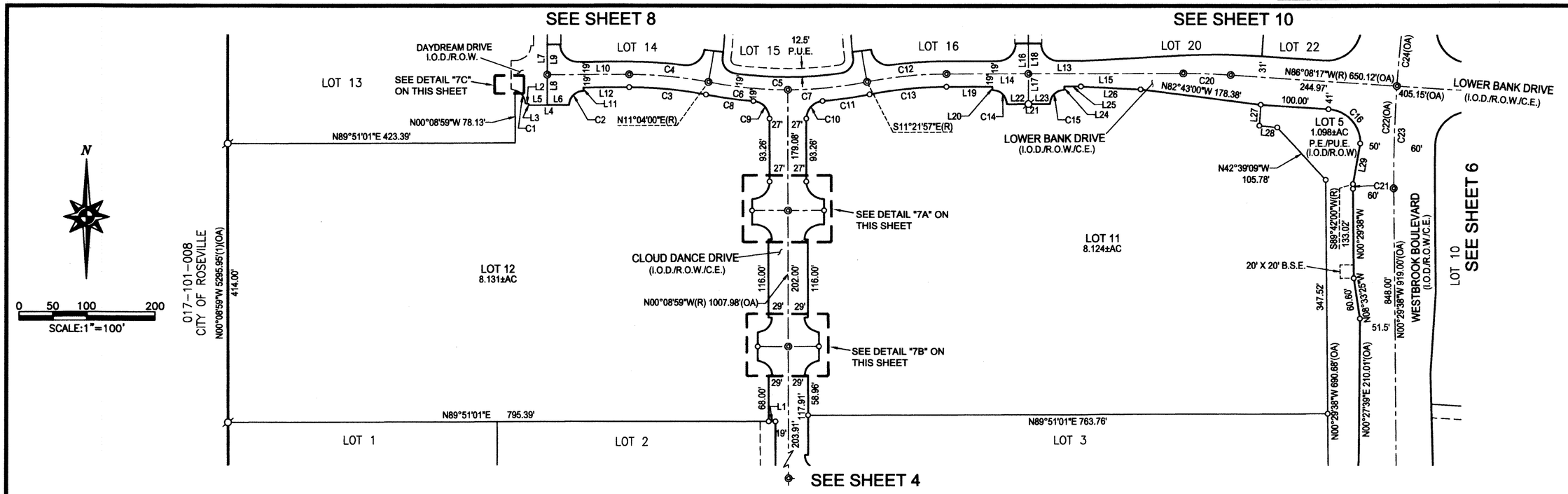
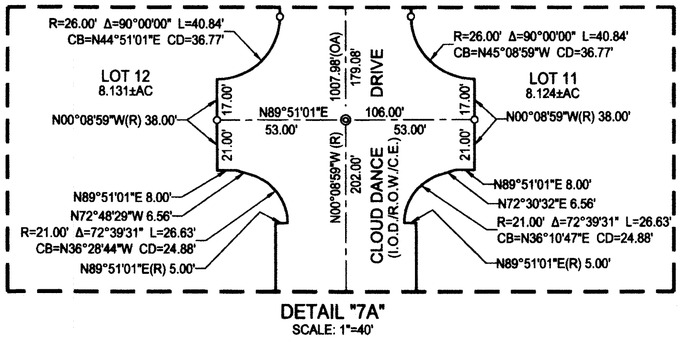
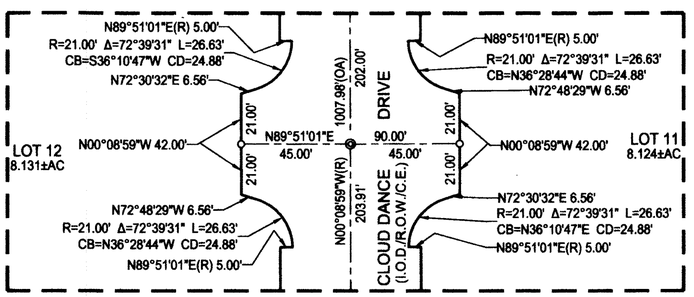




DETAIL "7A"
SCALE: 1"=40'

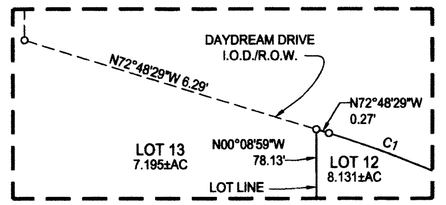


DETAIL "7B"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'
C2	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C3	581.00'	11°12'59"	113.74'	N84°32'29"W	113.56'
C4	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C5	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C6	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C7	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C8	619.00'	06°30'11"	70.26'	N82°11'05"W	70.22'
C9	26.00'	85°17'12"	38.70'	N42°47'35"W	35.23'
C10	26.00'	85°17'12"	38.70'	N42°29'37"E	35.23'
C11	619.00'	06°30'11"	70.26'	N81°53'08"E	70.22'
C12	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C13	581.00'	11°12'59"	113.74'	N84°14'32"E	113.56'
C14	21.00'	90°00'00"	32.99'	N45°08'59"W	29.70'
C15	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C16	50.00'	87°30'59"	76.37'	N42°22'48"W	69.16'
C20	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C21	2060.00'	00°11'39"	6.98'	N00°23'49"W	6.98'
C22	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C23	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C24	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	10.00'
L2	N89°51'01"E(R)	5.00'
L3	N00°08'59"W	2.00'
L4	N89°51'01"E(R)	59.00'
L5	N89°51'01"E	27.00'
L6	N89°51'01"E(R)	32.00'
L7	N00°08'59"W	631.42'
L8	N00°08'59"W	45.00'
L9	N00°08'59"W	45.00'
L10	N89°51'01"E(R)	120.58'
L11	N00°08'59"W	5.00'
L12	N89°51'01"E	67.58'
L13	N89°51'01"E	347.88'
L14	N89°51'01"E	120.58'
L15	N89°51'01"E	227.29'
L16	N00°08'59"W	90.00'
L17	N00°08'59"W	45.00'
L18	N00°08'59"W	45.00'
L19	N89°51'01"E	67.58'
L20	N00°08'59"W	5.00'

Line Table		
Line #	Bearing	Length
L21	N89°51'01"E(R)	64.00'
L22	N89°51'01"E(R)	32.00'
L23	N89°51'01"E(R)	32.00'
L24	N00°08'59"W(R)	5.00'
L25	N89°51'01"E	24.38'
L26	N87°08'59"W	87.07'
L27	N03°51'43"E	31.34'
L28	N84°33'18"W	26.32'
L29	N09°58'16"E	61.01'



DETAIL "7C"
NTS

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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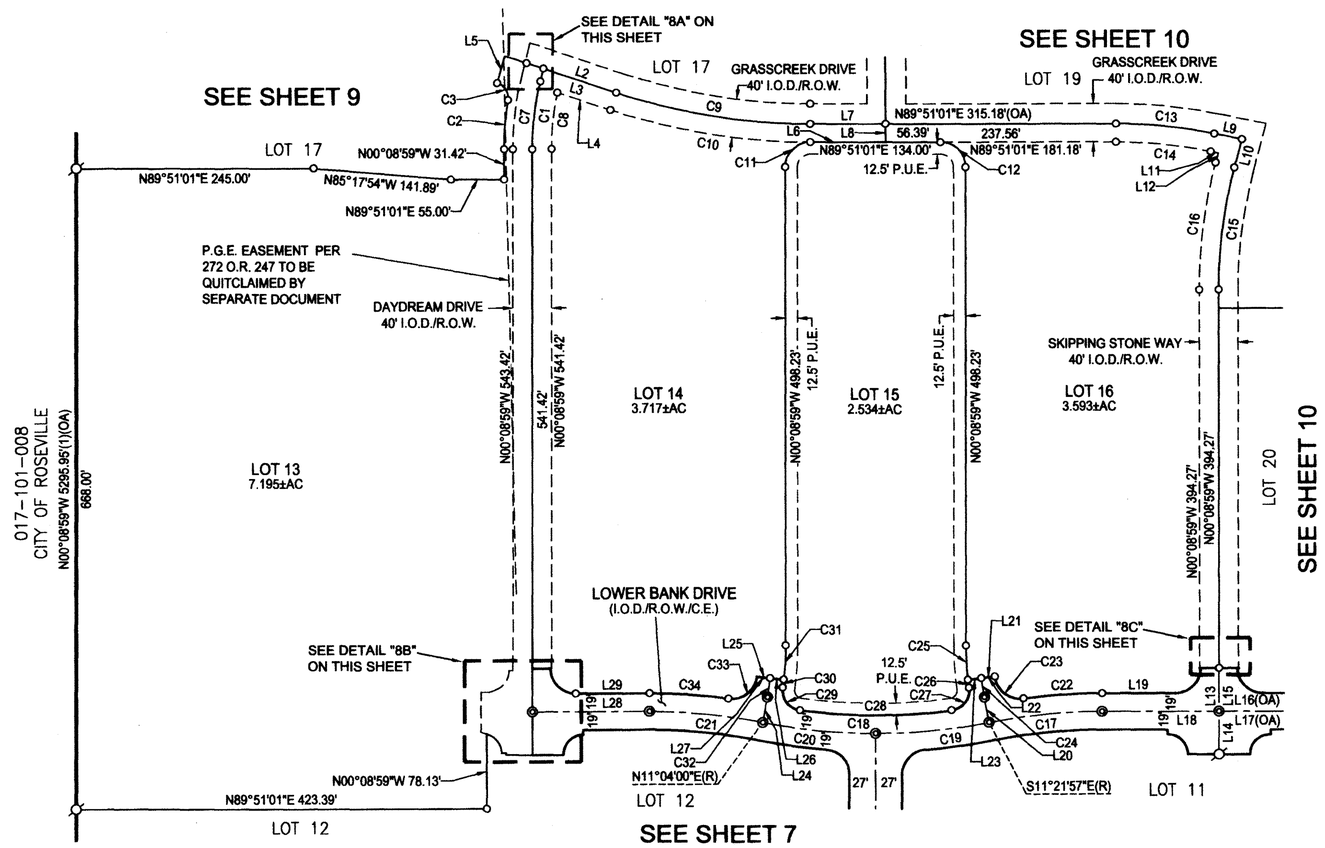
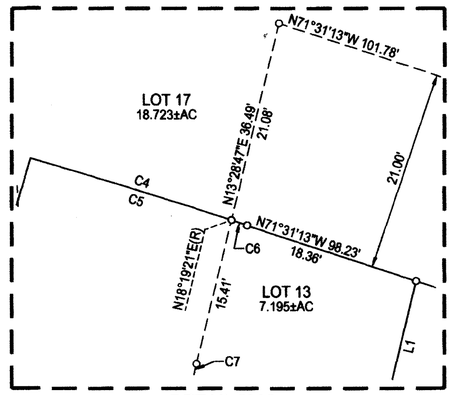


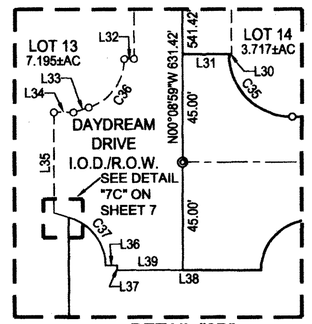
Line Table		
Line #	Bearing	Length
L1	N13°28'47"E	13.66'
L2	N71°31'13"W	98.23'
L3	N71°31'13"W	79.87'
L4	N71°31'13"W	58.04'
L5	N16°20'12"E(R)	29.00'
L6	N89°51'01"E	77.61'
L7	N89°51'01"E	77.61'
L8	N00°08'59"W	19.00'
L9	N78°25'28"W	28.98'
L10	N14°34'32"E	30.45'
L11	N78°25'28"W	7.96'
L12	N14°34'32"E	10.37'
L13	N00°08'59"W	90.00'
L14	N00°08'59"W	45.00'
L15	N00°08'59"W	45.00'

Line Table		
Line #	Bearing	Length
L16	N89°51'01"E	347.88'
L17	N89°51'01"E	227.29'
L18	N89°51'01"E	120.58'
L19	N89°51'01"E	75.58'
L20	N10°29'21"W	26.95'
L21	N83°20'20"E(R)	28.00'
L22	N83°20'20"E(R)	14.00'
L23	N83°20'20"E(R)	14.00'
L24	N10°11'24"E	26.95'
L25	N83°38'17"W(R)	28.00'
L26	N83°38'17"W(R)	14.00'
L27	N83°38'17"W(R)	14.00'
L28	N89°51'01"E	120.58'
L29	N89°51'01"E	75.58'
L30	N89°51'01"E(R)	1.00'

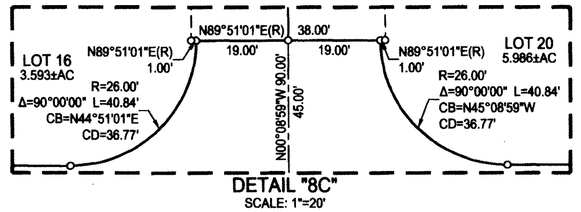
Line Table		
Line #	Bearing	Length
L31	N89°51'01"E(R)	19.00'
L32	N89°51'01"E(R)	4.00'
L33	N72°30'32"E	6.56'
L34	N89°51'01"E	8.00'
L35	N00°08'59"W	42.00'
L36	N89°51'01"E(R)	5.00'
L37	N00°08'59"W	2.00'
L38	N89°51'01"E	59.00'
L39	N89°51'01"E	27.00'



DETAIL "8A"
SCALE: 1"=10'



DETAIL "8B"
SCALE: 1"=20'

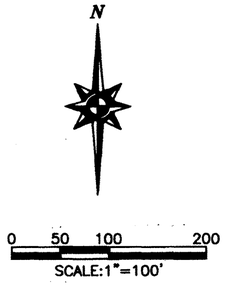


DETAIL "8C"
SCALE: 1"=20'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	300.00'	13°37'45"	71.36'	N06°39'54"E	71.19'
C2	329.00'	08°57'35"	51.45'	N04°19'49"E	51.40'
C3	16.00'	82°28'24"	23.03'	N32°25'36"W	21.09'
C4	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C5	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C6	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'
C7	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C8	280.00'	12°09'40"	59.43'	N05°55'51"E	59.32'
C9	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C10	644.00'	18°37'45"	209.39'	N80°50'06"W	208.47'
C11	26.00'	90°00'00"	40.84'	N44°51'01"E	36.77'
C12	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C13	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C14	481.00'	11°43'31"	98.43'	N84°17'13"W	98.26'
C15	500.00'	14°43'31"	128.50'	N07°12'47"E	128.15'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C16	520.00'	14°43'31"	133.64'	N07°12'47"E	133.27'
C17	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C18	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C19	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C20	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C21	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C22	619.00'	07°32'57"	81.56'	N86°04'33"E	81.50'
C23	26.00'	91°02'16"	41.31'	N52°10'48"W	37.10'
C24	300.00'	03°49'41"	20.04'	N08°34'31"W	20.04'
C25	314.00'	06°30'42"	35.69'	N03°24'19"W	35.67'
C26	314.00'	01°30'26"	8.26'	N07°24'53"W	8.26'
C27	21.00'	90°17'38"	33.09'	N36°58'42"E	29.77'
C28	581.00'	15°27'01"	156.67'	N89°51'01"E	156.20'
C29	21.00'	90°17'38"	33.09'	N37°16'39"W	29.77'
C30	314.00'	01°30'26"	8.26'	N07°06'56"E	8.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C31	314.00'	06°30'42"	35.69'	N03°06'22"E	35.67'
C32	300.00'	03°49'41"	20.04'	N08°16'34"E	20.04'
C33	26.00'	91°02'16"	41.31'	N51°52'51"E	37.10'
C34	619.00'	07°32'57"	81.56'	N86°22'30"W	81.50'
C35	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C36	21.00'	72°39'31"	26.63'	N36°10'47"E	24.88'
C37	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'



FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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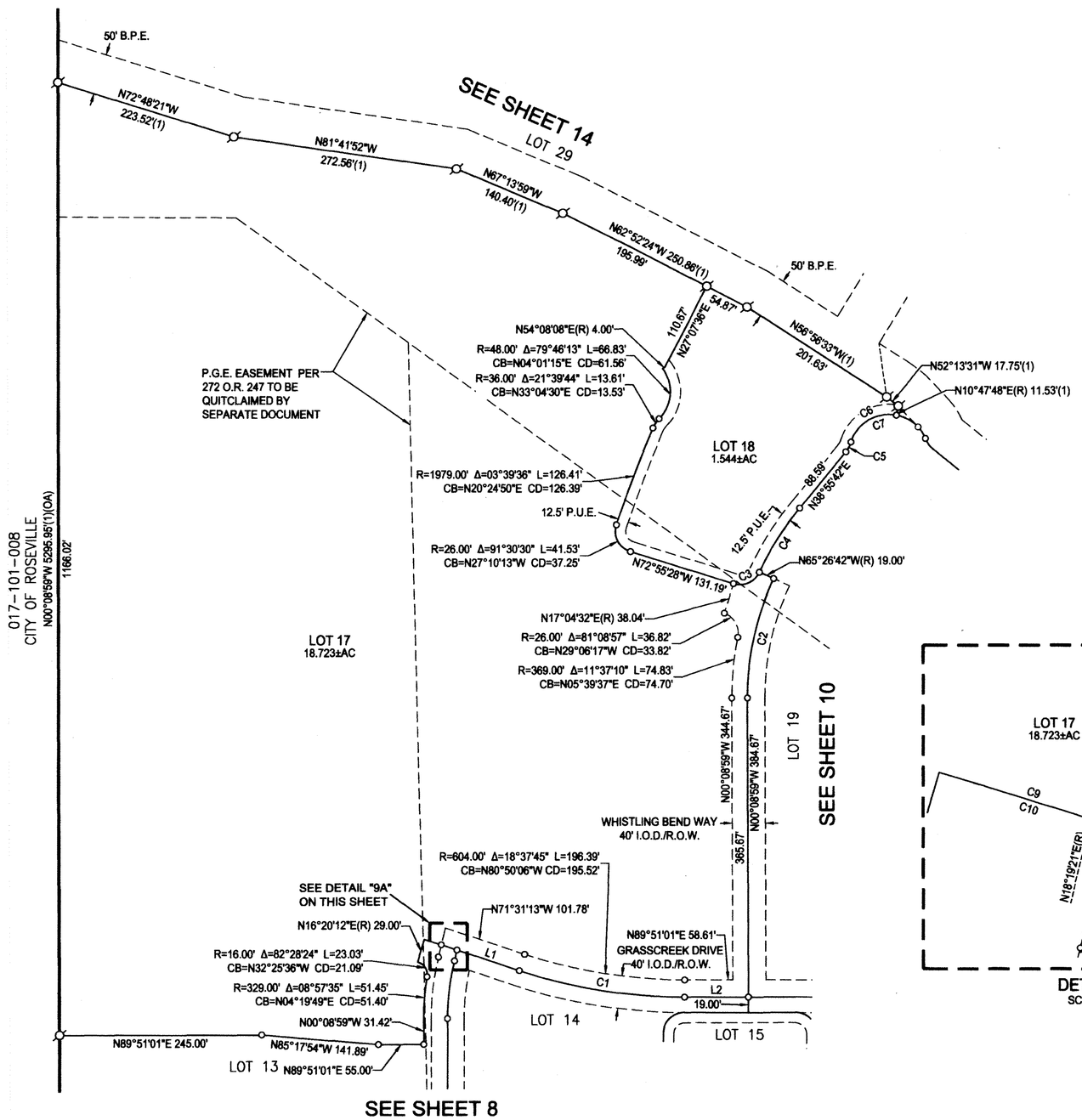
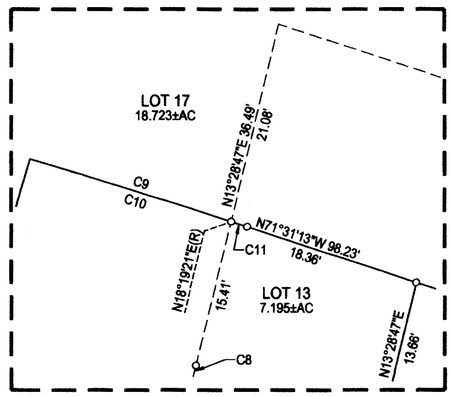
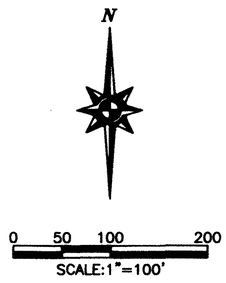


Line Table		
Line #	Bearing	Length
L1	N71°31'13"W	98.23'
L2	N89°51'01"E	77.61'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C2	350.00'	24°42'16"	150.91'	N12°12'09"E	149.74'
C3	26.00'	82°31'14"	37.45'	N65°48'55"E	34.29'
C4	369.00'	14°22'25"	92.57'	N31°44'30"E	92.33'
C5	36.00'	21°47'12"	13.69'	N28°02'06"E	13.61'
C6	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C7	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C8	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C9	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C10	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C11	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'



DETAIL "9A"
SCALE: 1"=10'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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18431.RST

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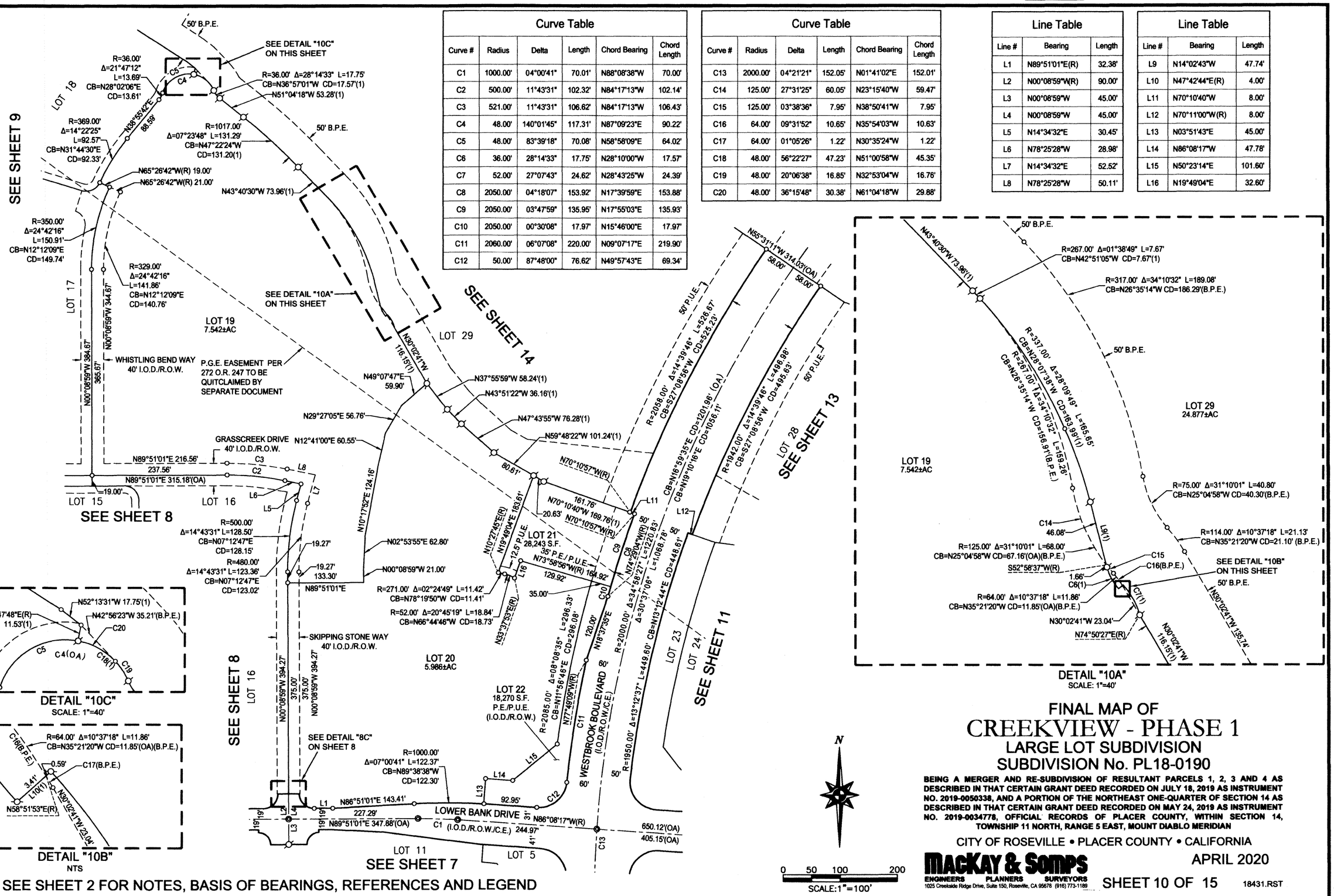
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C2	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C3	521.00'	11°43'31"	106.62'	N84°17'13"W	106.43'
C4	48.00'	140°01'45"	117.31'	N87°09'23"E	90.22'
C5	48.00'	83°39'18"	70.08'	N58°58'09"E	64.02'
C6	36.00'	28°14'33"	17.75'	N28°10'00"W	17.57'
C7	52.00'	27°07'43"	24.62'	N28°43'25"W	24.39'
C8	2050.00'	04°18'07"	153.92'	N17°39'59"E	153.88'
C9	2050.00'	03°47'59"	135.95'	N17°55'03"E	135.93'
C10	2050.00'	00°30'08"	17.97'	N15°46'00"E	17.97'
C11	2060.00'	06°07'08"	220.00'	N09°07'17"E	219.90'
C12	50.00'	87°48'00"	76.62'	N49°57'43"E	69.34'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C14	125.00'	27°31'25"	60.05'	N23°15'40"W	59.47'
C15	125.00'	03°38'36"	7.95'	N38°50'41"W	7.95'
C16	64.00'	09°31'52"	10.65'	N35°54'03"W	10.63'
C17	64.00'	01°05'26"	1.22'	N30°35'24"W	1.22'
C18	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C19	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C20	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E(R)	32.38'
L2	N00°08'59"W(R)	90.00'
L3	N00°08'59"W	45.00'
L4	N00°08'59"W	45.00'
L5	N14°34'32"E	30.45'
L6	N78°25'28"W	28.98'
L7	N14°34'32"E	52.52'
L8	N78°25'28"W	50.11'

Line Table		
Line #	Bearing	Length
L9	N14°02'43"W	47.74'
L10	N47°42'44"E(R)	4.00'
L11	N70°10'40"W	8.00'
L12	N70°11'00"W(R)	8.00'
L13	N03°51'43"E	45.00'
L14	N86°08'17"W	47.78'
L15	N50°23'14"E	101.60'
L16	N19°49'04"E	32.60'



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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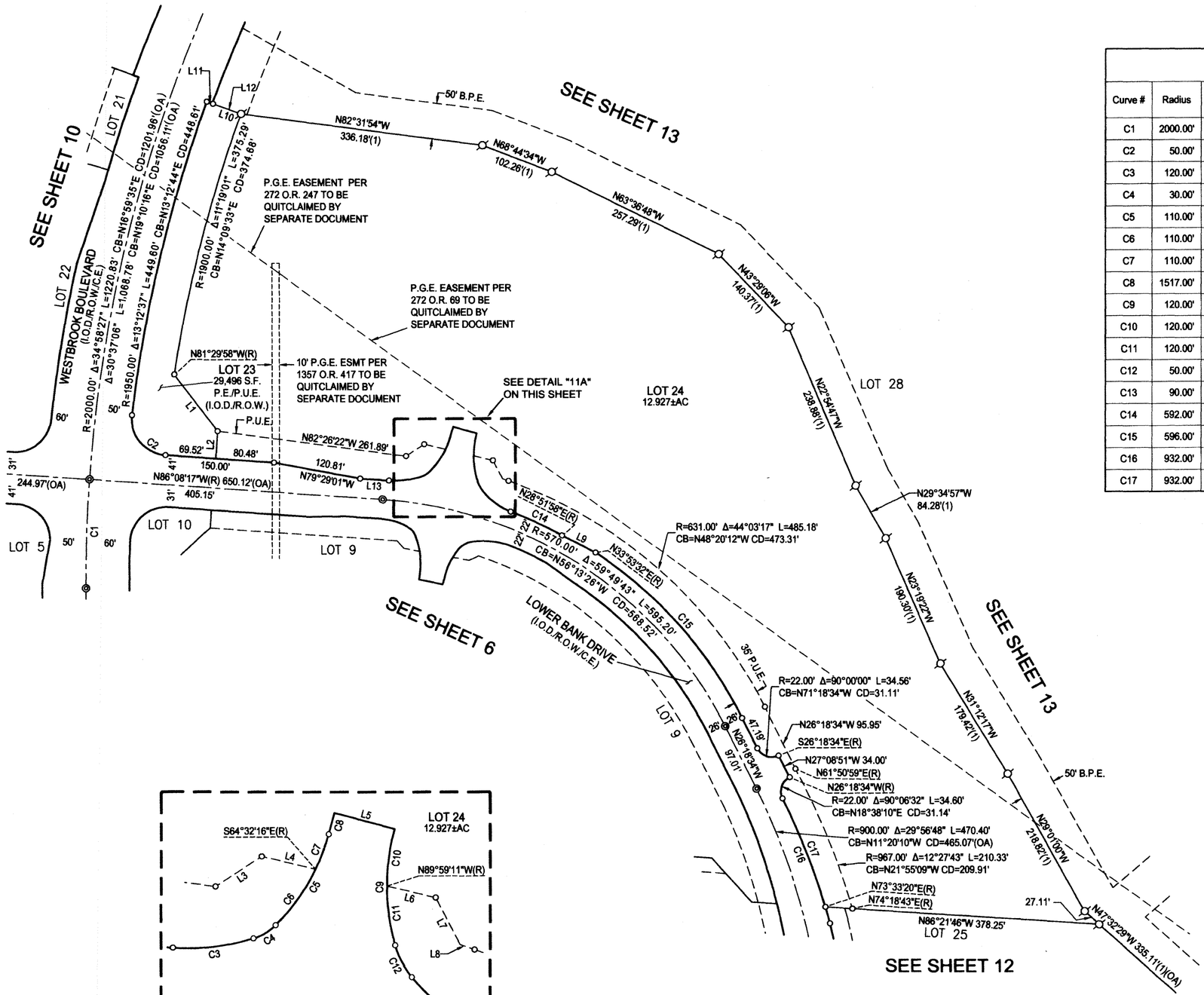

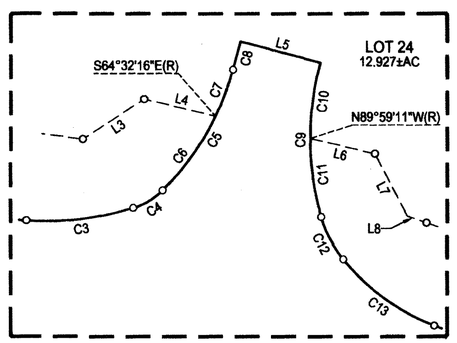

DETAIL "11A"
SCALE: 1"=40'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C2	50.00'	92°44'43"	80.94'	N39°45'56"W	72.38'
C3	120.00'	21°17'00"	44.58'	N83°13'13"E	44.32'
C4	30.00'	27°13'19"	14.25'	N58°58'03"E	14.12'
C5	110.00'	30°36'46"	58.77'	N30°03'01"E	58.08'
C6	110.00'	19°53'39"	38.19'	N35°24'34"E	38.00'
C7	110.00'	10°43'07"	20.58'	N20°06'11"E	20.55'
C8	1517.00'	00°27'46"	12.25'	N14°58'31"E	12.25'
C9	120.00'	31°00'23"	64.94'	N00°17'47"W	64.15'
C10	120.00'	15°11'35"	31.82'	N07°36'36"E	31.73'
C11	120.00'	15°48'48"	33.12'	N07°53'35"W	33.01'
C12	50.00'	22°51'29"	19.95'	N27°13'43"W	19.82'
C13	90.00'	30°01'24"	47.16'	N53°40'10"W	46.62'
C14	592.00'	07°32'50"	77.98'	N64°54'27"W	77.92'
C15	596.00'	29°47'54"	309.97'	N41°12'31"W	306.49'
C16	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C17	932.00'	09°58'26"	162.24'	N21°25'53"W	162.04'

Line Table		
Line #	Bearing	Length
L1	N37°29'50"W	99.09'
L2	N03°51'43"E	38.28'
L3	N56°35'24"E	30.20'
L4	N76°37'47"W	30.42'
L5	N74°47'36"W (R)	34.00'
L6	N76°37'47"W	27.44'
L7	N27°13'29"W	29.19'
L8	N70°21'51"W	8.41'
L9	N63°00'28"W	52.24'
L10	N70°11'00"W (R)	50.00'
L11	N70°11'00"W (R)	8.00'
L12	N70°11'00"W (R)	42.00'
L13	N86°08'17"W	39.88'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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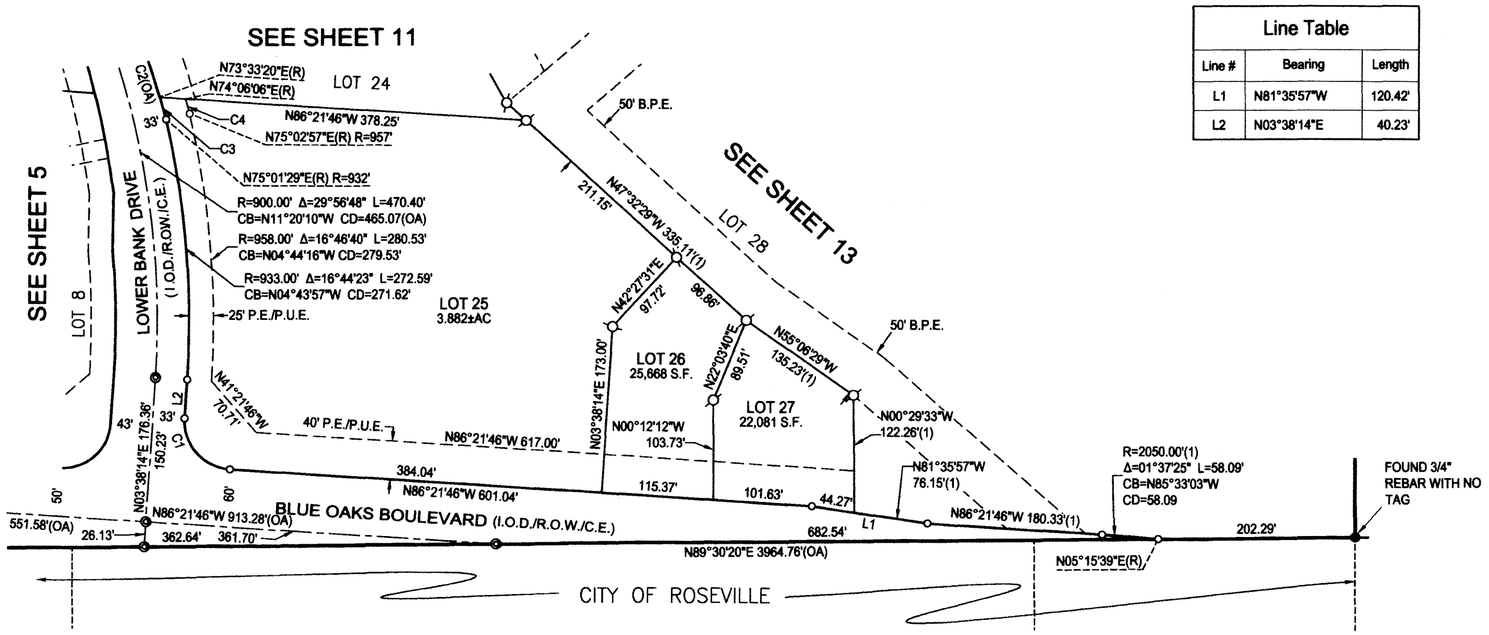
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N81°35'57"W	120.42'
L2	N03°38'14"E	40.23'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	90°00'00"	78.54'	N41°21'46"W	70.71'
C2	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C3	932.00'	01°28'09"	23.90'	N15°42'36"W	23.90'
C4	957.00'	00°56'51"	15.82'	N15°25'28"W	15.82'

N

0 50 100 200

SCALE:1"=100'

FINAL MAP OF

CREEKVIEW - PHASE 1

LARGE LOT SUBDIVISION

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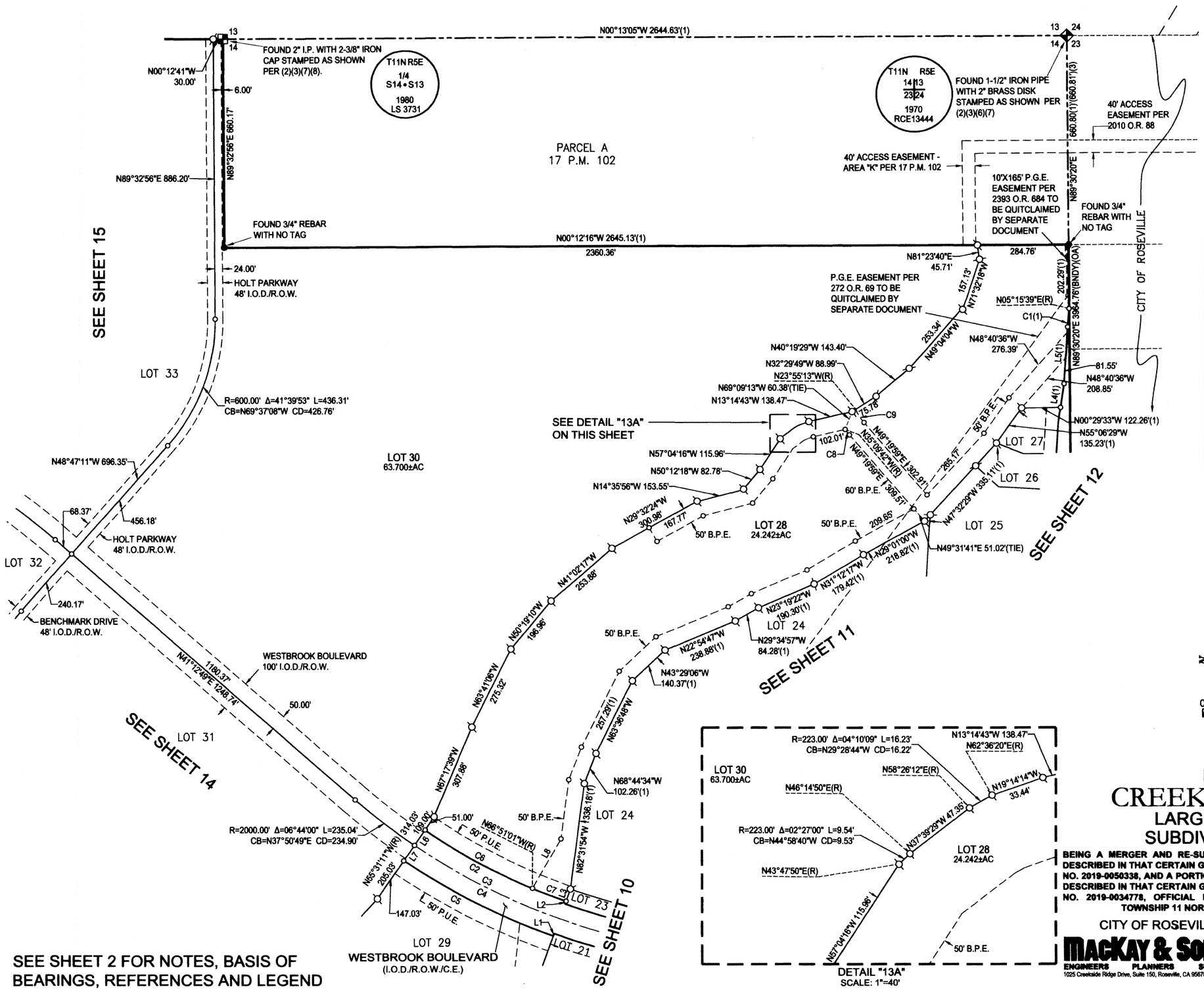
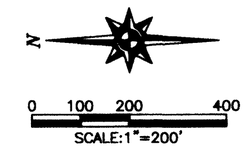


Line Table		
Line #	Bearing	Length
L1	N70°10'40"W	8.00'
L2	N70°11'00"W(R)	8.00'
L3	N70°11'00"W(R)	42.00'
L4	N81°35'57"W	76.15'
L5	N86°21'46"W	180.33'
L6	N55°31'11"W(R)	58.00'
L7	N55°31'11"W(R)	58.00'
L8	N60°09'22"W	180.06'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2050.00'	01°37'25"	58.09'	N85°33'03"W	58.09'
C2	1942.00'	14°39'46"	496.98'	N27°08'56"E	495.63'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C5	2058.00'	14°39'46"	526.67'	N27°08'56"E	525.23'
C6	1942.00'	11°19'50"	384.04'	N28°48'54"E	383.42'
C7	1942.00'	03°19'56"	112.94'	N21°29'01"E	112.92'
C8	230.00'	05°30'19"	22.10'	N52°05'09"E	22.09'
C9	170.00'	16°44'48"	49.69'	N57°42'23"E	49.51'



DETAIL "13A"
SCALE: 1"=40'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

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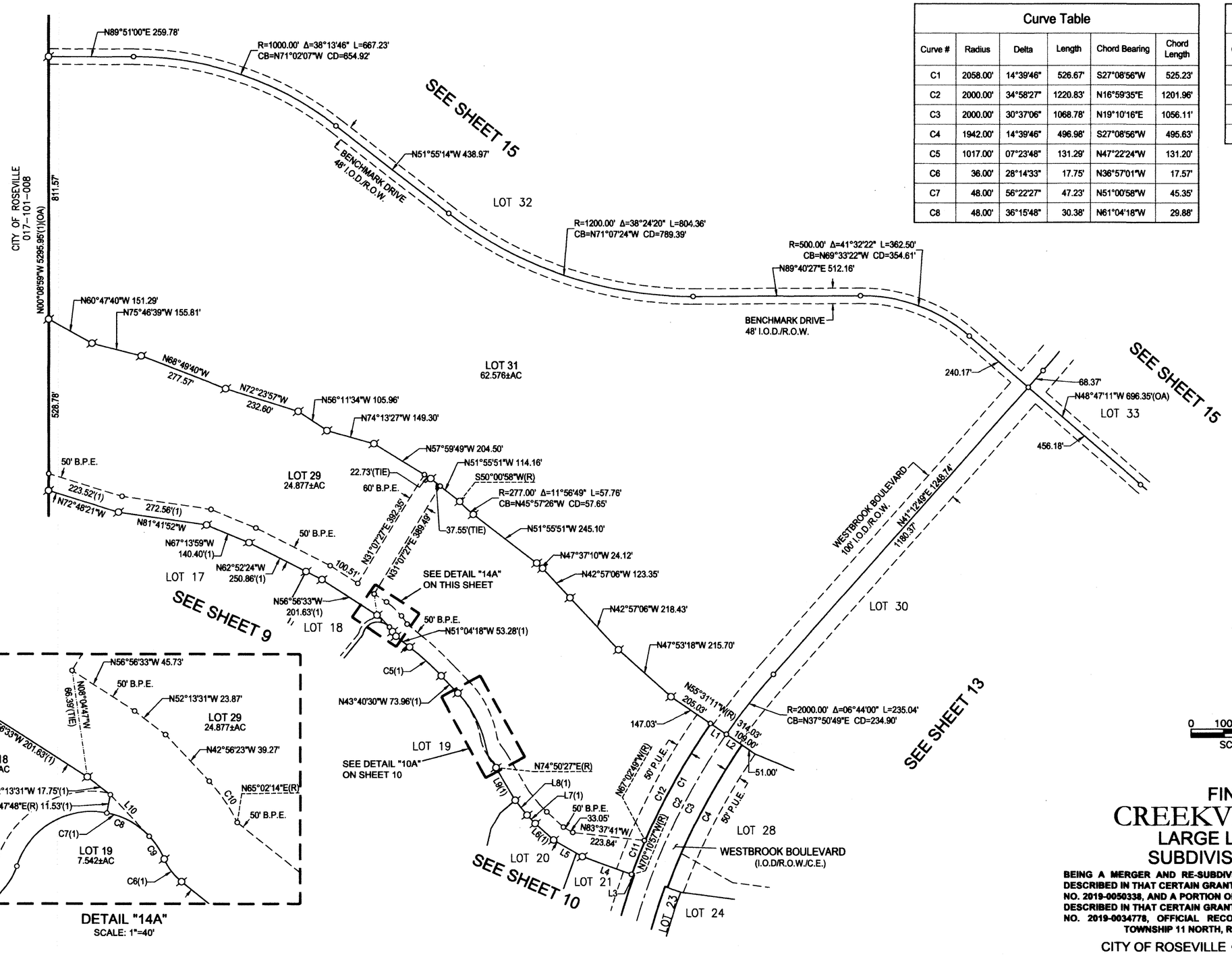
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2058.00'	14°39'46"	526.67'	S27°08'56"W	525.23'
C2	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1942.00'	14°39'46"	496.98'	S27°08'56"W	495.63'
C5	1017.00'	07°23'48"	131.29'	N47°22'24"W	131.20'
C6	36.00'	28°14'33"	17.75'	N36°57'01"W	17.57'
C7	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C8	48.00'	36°15'48"	30.38'	N61°04'18"W	29.88'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C9	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C10	98.00'	17°58'37"	30.75'	N33°57'04"W	30.62'
C11	2058.00'	03°08'08"	112.63'	N21°23'07"E	112.61'
C12	2058.00'	11°31'38"	414.04'	N28°43'00"E	413.34'

Line Table		
Line #	Bearing	Length
L1	N55°31'11"W(R)	58.00'
L2	N55°31'11"W(R)	58.00'
L3	N70°10'40"W	8.00'
L4	N70°10'40"W	161.76'
L5	N59°48'22"W	101.24'
L6	N47°43'55"W	76.28'
L7	N43°51'22"W	36.16'
L8	N37°55'59"W	58.24'
L9	N30°02'41"W	116.15'
L10	N42°56'23"W	35.21'



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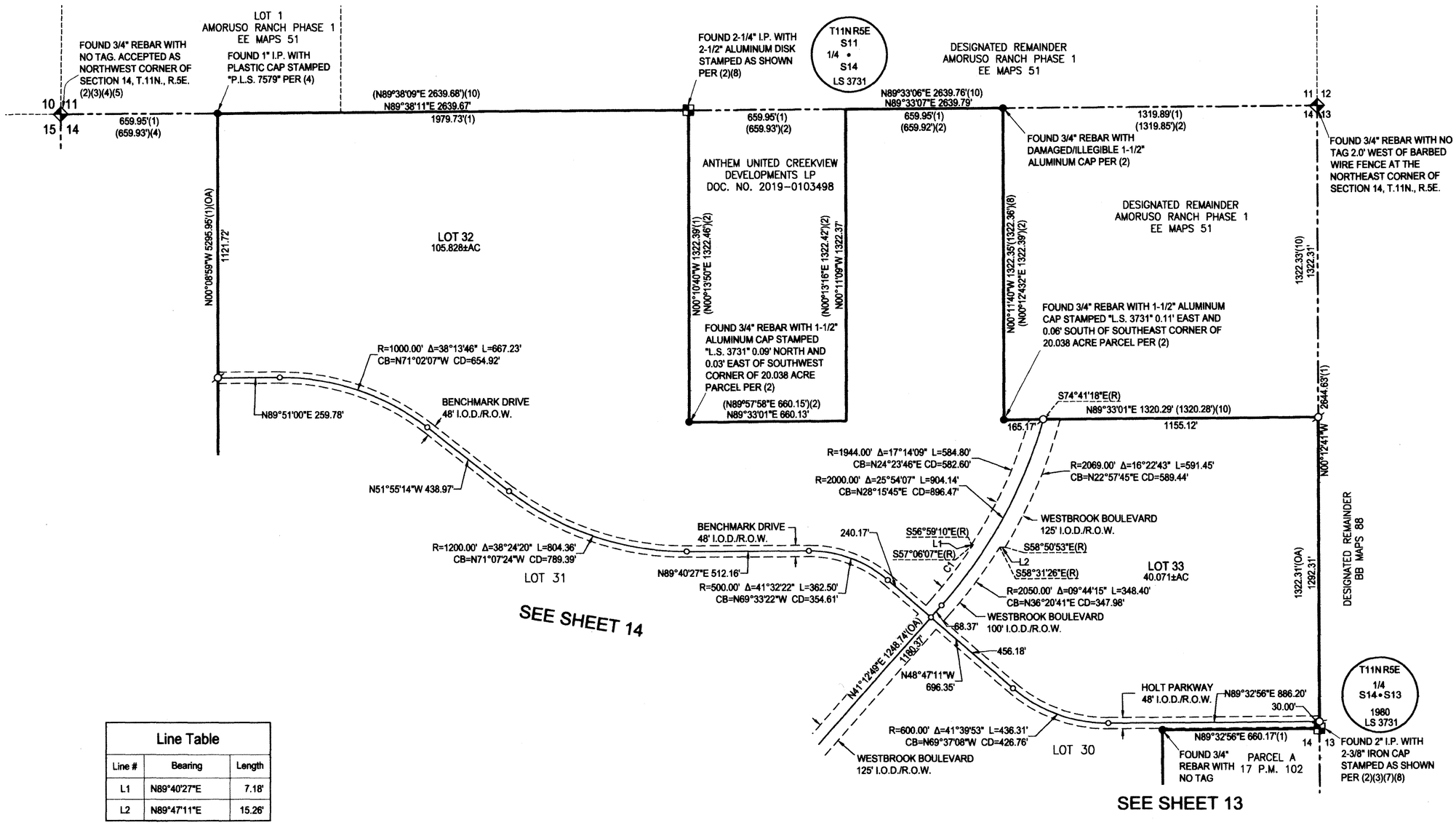
SHEET 14 OF 15

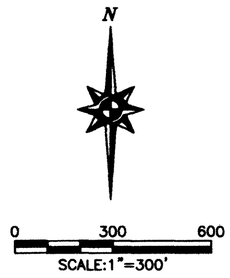
18431.RST

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N89°40'27"E	7.18'
L2	N89°47'11"E	15.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1950.00'	08°18'56"	283.01'	N37°03'21"E	282.76'



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SHEET 15 OF 15 18431.RST

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COUNCIL COMMUNICATION

CC #: 1276
File #: 0900-02

Title:	Galilee Water Pipeline Installation Project - Reimbursement Agreement
Contact:	Trevor Joseph 916-517-2578 tjoseph@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a reimbursement agreement for the Galilee Pipeline Installation Project with TAM Roseville, LLC and authorize the City Manager to execute it.

BACKGROUND

In 2019, the City identified multiple "surplus properties" throughout the City, further identifying some that could be made available for public sale. The Galilee property was one of those identified for potential sale. The City's Economic Development Department, working with other City departments, evaluated proposals for the purchase of the Galilee property. In 2020, TAM Roseville, LLC. was selected with a proposal to develop a Green Acres Nursery and Supply at the property.

Based on early planning and engineering discussions with TAM Roseville, LLC. it was determined that the City's existing water pipeline alignment, generally located directly in the middle of the property and bifurcating the property essentially in half, would need to be relocated to accommodate the location of the planned Nursery and Supply building. The Environmental Utilities Department, working with Economic Development, determined that it would be beneficial for the City to relocate the water pipeline on the property to ensure it met City standards.

The City will be reimbursed by TAM Roseville, LLC for public improvements at the property. Work is anticipated to be completed during the first and second quarters of the 2021 calendar year. The public improvements are estimated at $209,000 as defined in the attached City/Developer Reimbursement Agreement.

FISCAL IMPACT

The cost of this Project can be absorbed in the Water Operations Fund in FY2020-21 with anticipated reimbursement revenue also being collected in FY2020-21. This action will have no fiscal impact on the General Fund.

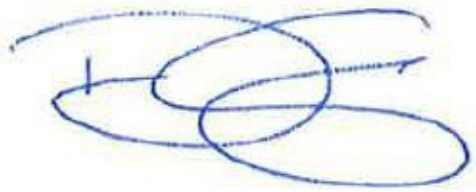
ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of existing equipment, an activity categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The proposed project also involves the replacement of existing structures and facilities, and is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Trevor Joseph, Hydrogeologist

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-057

Developer Agreement

RESOLUTION NO. 21-057

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAM ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement for the Galilee Pipeline Installation Project with TAM Roseville, LLC, has been reviewed by the City Council, and

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Galilee Pipeline Installation Project)

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY") and TAM Roseville, LLC, a California limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at: Galilee Road, near the corner of Industrial Drive and described as Assessor's Parcels Numbers 017-410-070-000, 017-410-020-000, 017-410-019-000, and 017-410-068-000 (collectively, the "Construction Property").

B. CITY has agreed to construct and install certain Public Improvements as shown within Exhibit "A", attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately Two Hundred Nine Thousand Dollars ($209,000) ("Improvement Costs").

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	$209,000
CITY	$0
TOTAL	**$209,000**

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by CITY of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by DEVELOPER directly to CITY.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. CITY shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. CITY is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CITY shall be responsible for ensuring that these contractor registration requirements are adhered to since

this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, DEVELOPER shall reimburse CITY for those portions of the Improvement Costs attributable to DEVELOPER as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. DEVELOPER shall reimburse CITY for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Right of Entry. CITY shall execute, and shall cause its contractor to execute, a Right of Entry Agreement prior to commencement of construction activities on the Property.

7. Indemnification. To the fullest extent allowed by law, CITY shall defend, indemnify, and save and hold harmless DEVELOPER, 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 CITY'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 DEVELOPER's negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

8. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

9. 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.

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

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

12. 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 DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD PLECKER
Director of Environmental Utilities

Signed by Devin Whittington
Acting EU Director

TAM ROSEVILLE, LLC,
a California limited liability company

BY: _____
its: MANAGING MEMBER

and

BY: N/A
its: _____

EXHIBIT "A"

EXHIBIT A

Galilee Pipeline Installation Project Reimbursement Agreement

Scope of Work

Scope of Work:

TAM Roseville, LLC. (Developer) wishes to have the City of Roseville Environmental Utilities Department (City) construct the realignment of existing 8" and 12" water mains at the parcel indicated in the Reimbursement Agreement and as identified in the Figures attached.

Specific requirements are as follows:

- TAM Roseville, LLC. will provide design drawings with a design similar to **Figure 2 – Proposed Design Concept**.
- TAM Roseville, LLC. will survey and stake the alignment to ensure installation at the proper location and depth.
- Pipe material for the new pipe shall be ductile iron pipe.
- All new water mains will be 12" in diameter.
- TAM Roseville, LLC. is responsible for all permitting and other requirements normally required by the City for a project of this nature.
- City construction work is limited for the installation of potable water infrastructure only.
- Trench stabilization and shoring is not included in this agreement. In lieu of trench stabilization or shoring, the City will regrade the areas that would cause the trench to exceed five feet in depth. The City will not offhaul the excess graded material, but spread the soils in the center of the site.

FIGURE 1

Approximate Existing Pipeline Locations

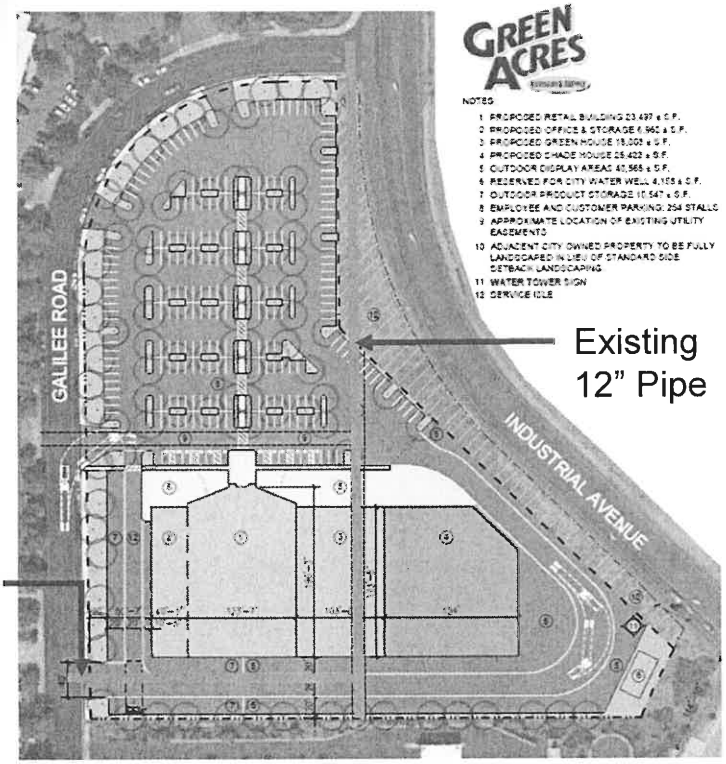
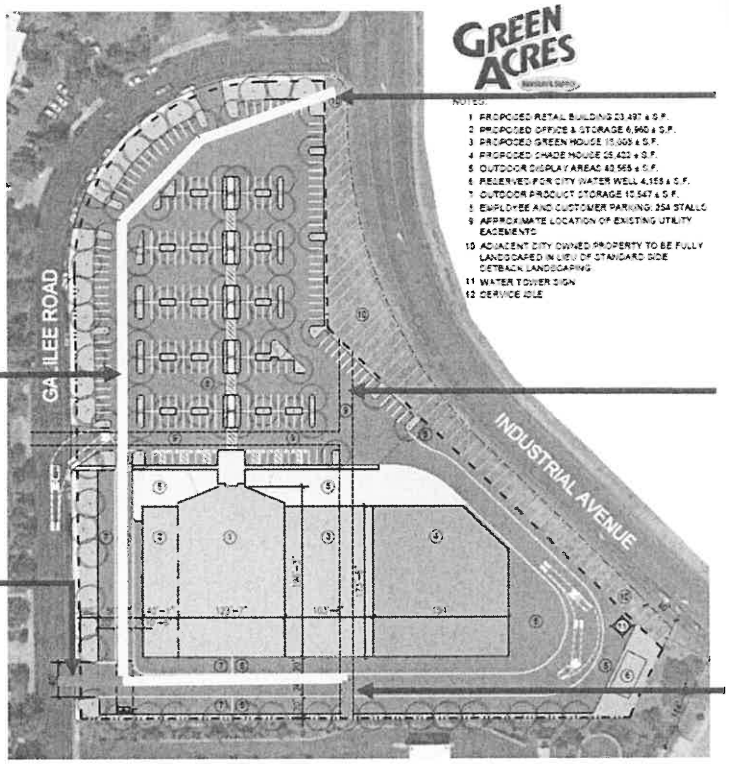

GREEN ACRES
NOTES
1 PROPOSED RETAIL BUILDING 23,497 ± S.F.
2 PROPOSED OFFICE & STORAGE 6,962 ± S.F.
3 PROPOSED GREEN HOUSE 15,003 ± S.F.
4 PROPOSED SHADE HOUSE 25,423 ± S.F.
5 OUTDOOR DISPLAY AREAS 40,565 ± S.F.
6 RESERVED FOR CITY WATER WELL 4,105 ± S.F.
7 OUTDOOR PRODUCT STORAGE 10,547 ± S.F.
8 EMPLOYEE AND CUSTOMER PARKING: 254 STALLS
9 APPROXIMATE LOCATION OF EXISTING UTILITY EASEMENTS
10 ADJACENT CITY OWNED PROPERTY TO BE FULLY LANDSCAPED IN LIEU OF STANDARD SIDE SETBACK LANDSCAPING
11 WATER TOWER SIGN
12 SERVICE LOLE
GALILEE ROAD
INDUSTRIAL AVENUE
Existing 12" Pipe
Existing 8" Pipe
PRELIMINARY SITE PLAN
SCALE: 1" = 100'-0"
TH
1
RWW

FIGURE 2

Proposed Design Concept



PRELIMINARY SITE PLAN

1

SCALE: 1" = 100'-0"

RWW

COUNCIL COMMUNICATION

CC #: 1280
File #: 0400-04-12-1

Title:	Westbrook - Phase 3 Village WB-20 - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Westbrook - Phase 3 - Village WB-20 CWJ#190108, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

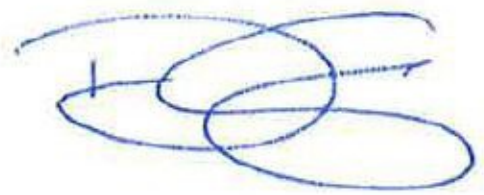
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-060

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-060

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Westbrook - Phase 3 - Village WB-20 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Westbrook - Phase 3 - Village WB-20 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 83 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, _____ day of _____, this 2021, 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.

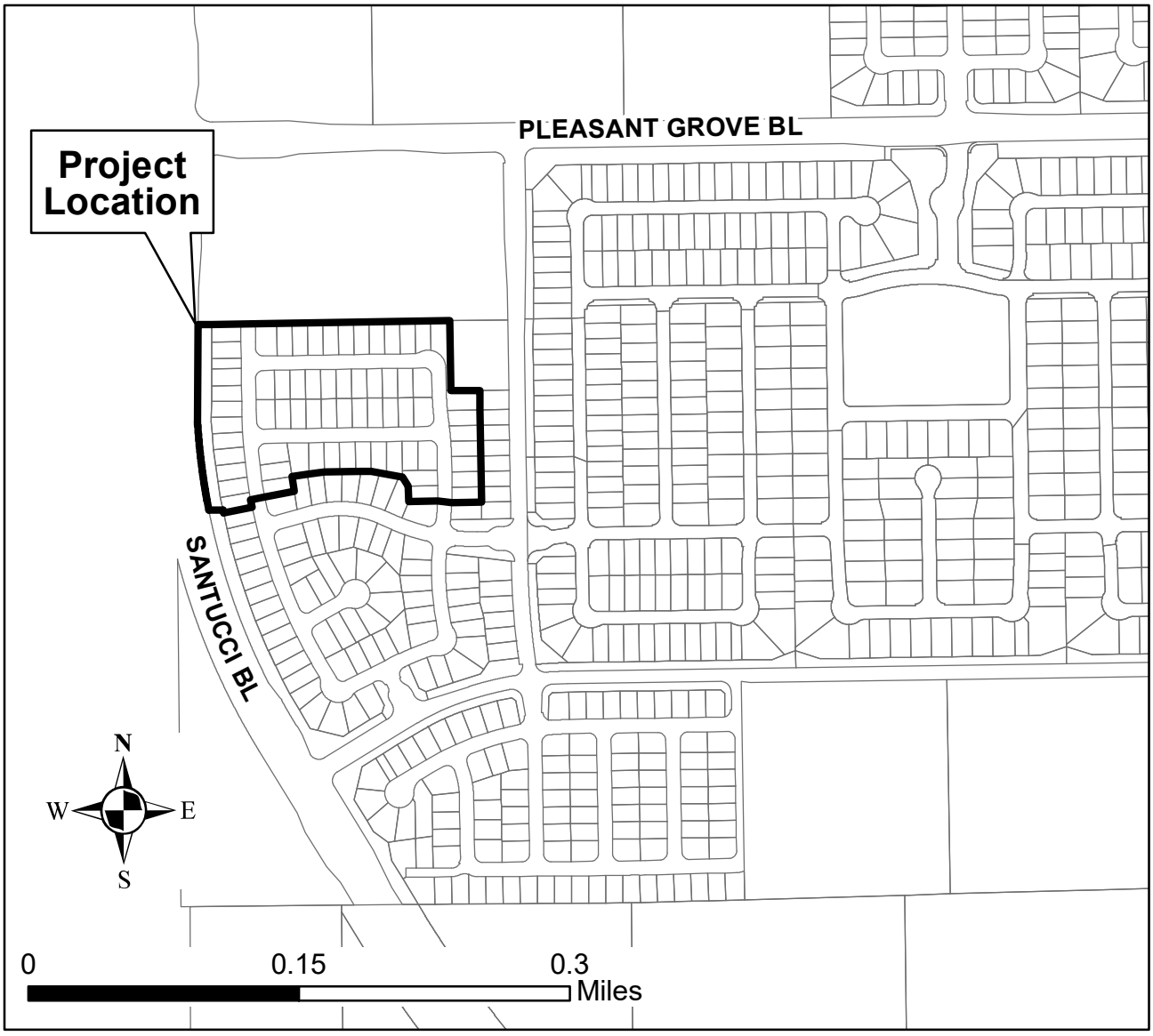
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Westbrook - Phase 3
Village WB-20



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, STAR TRAIL WAY, CLOUD BURST WAY AND SKY WATCH WAY.

(B) LOTS A AND B SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY.

K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: MICHAEL P. WYATT
ITS: REGION PRESIDENT

NAME: TIM COLLISON
ITS: DIVISION CONTROLLER

DATE: 11/4/2019 DATE: 10/31/19

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON October 31, 2019 BEFORE ME, Molly Elizabeth Vanden Easton, A NOTARY PUBLIC

PERSONALLY APPEARED Tim Collison
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Molly Elizabeth Vanden Easton — Molly Elizabeth Vanden Easton
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 11/5/22 MY COMMISSION NUMBER: 2265848

MOLLY ELIZABETH VANDEN EASTON
Notary Public - California
Sacramento County
Commission # 2265848
My Comm. Expires Nov 5, 2022

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST SECURITY AGREEMENT, ASSIGNMENT OF RENTS & FIXTURE FILING RECORDED AUGUST 1, 2019 AS INSTRUMENT 2019-0055159, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

Don Keller — 11-6-2019
NAME: DON KELLER DATE
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON November 4, 2019 BEFORE ME, Molly Elizabeth Vanden Easton, A NOTARY PUBLIC

PERSONALLY APPEARED Michael P. Wyatt
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Molly Elizabeth Vanden Easton — Molly Elizabeth Vanden Easton
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 11/5/22 MY COMMISSION NUMBER: 2265848 * Commission Number: 2265848

MOLLY ELIZABETH VANDEN EASTON
Notary Public - California
Sacramento County
Commission # 2265848
My Comm. Expires Nov 5, 2022

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON Nov. 6th 2019 BEFORE ME, Rebecca A. Briggs, A NOTARY PUBLIC

PERSONALLY APPEARED Don Keller
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Rebecca A. Briggs — Rebecca A. Briggs
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 01/19/23 MY COMMISSION NUMBER: 2272574

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK S.V. 400, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: 10/30/19

LICENSED LAND SURVEYOR
ROBERT M. PLANK
06-30-20
No. 5760
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 11/12/19

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 11/21/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-19
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A AND B AND THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE 11/21/19 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 5TH DAY OF DECEMBER, 2019, AT 2:14 P. M. IN BOOK EE OF MAPS, AT PAGE 83, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RYAN RONCO
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2019-0098480

BY: _____
DEPUTY

FEE: $ 92.00

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

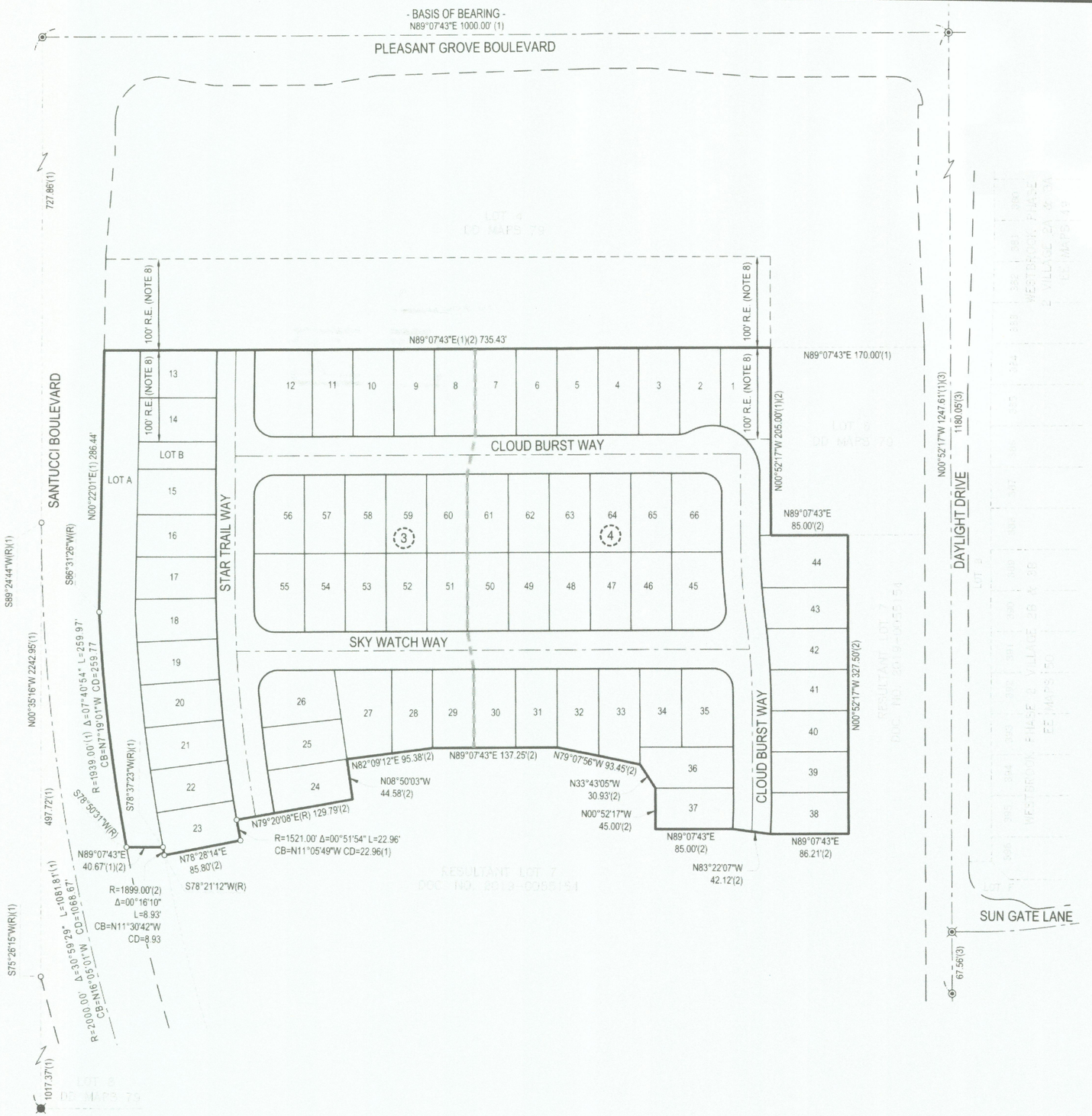
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 1 OF 4

18437 PH3



NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 8.871± ACRES, GROSS, CONSISTING OF 66 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTHS AND CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY GEOTECHNICAL ENGINEERING STUDY FOR WESTBROOK PHASE 3 WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED OCTOBER 23, 2018, PROJECT NUMBER E14253.017, AND IS ON FILE WITH THE CITY OF ROSEVILLE (DEVELOPMENT SERVICES FILE NO. 308-894).
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 5760" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 5760" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
6. PROPERTY SUBJECT TO THE TERMS AND PROVISIONS OF THE DOCUMENT TITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBROOK (RESIDENTIAL PARCELS)" RECORDED AS DOCUMENT 2014-0045131 AND MODIFIED/AMENDED BY DOCUMENT 2016-0031912, DOCUMENT 2017-0034670 AND DOCUMENT 2017-0034671, OFFICIAL RECORDS OF PLACER COUNTY.
7. PURSUANT TO SECTION 66499.20.0 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, INCLUDING PORTIONS OF SANTUCCI BOULEVARD ARE HEREBY MERGED AND RE-SUBDIVIDED.
8. RECIPROCAL EASEMENT PER DOCUMENT NO. 2019-0055152 BETWEEN SUBJECT PROPERTY AND LOT 4 TO THE NORTH, PROVIDES FOR A TEMPORARY CONSTRUCTION EASEMENT TO BUILD A WALL ALONG THE COMMON PROPERTY LINE THAT WILL BE TERMINATED WHEN WALL CONSTRUCTION IS COMPLETE OR A RESIDENTIAL LOT IS IMPROVED WITH A HOUSE AND SOLD TO A THIRD PARTY HOMEBUYER.

LEGEND

■	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER CC MAPS 85
◉	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
⊙	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (3)
◎	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760" PER CITY OF ROSEVILLE STANDARDS
O	DIMENSION POINT
AC	ACRES
S.F.	SQUARE FEET
CB	CHORD BEARING
CD	CHORD DISTANCE
C/L	CENTERLINE
(OA)	OVERALL
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R.E.	RECIPROCAL EASEMENT (SEE NOTE 8)
(1)	DENOTES RECORD INFORMATION
(X)	SHEET NUMBER
	DIMENSION LEADERS

REFERENCES:

(1) DD MAPS 79
(2) 2019-0055154
(3) EE MAPS 50 (WESTBROOK PH2 V2B-3B)

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N89°07'43"E AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF PLEASANT GROVE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 2 & 3 - LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS

N

0 40 80 160
SCALE: 1"=80'

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

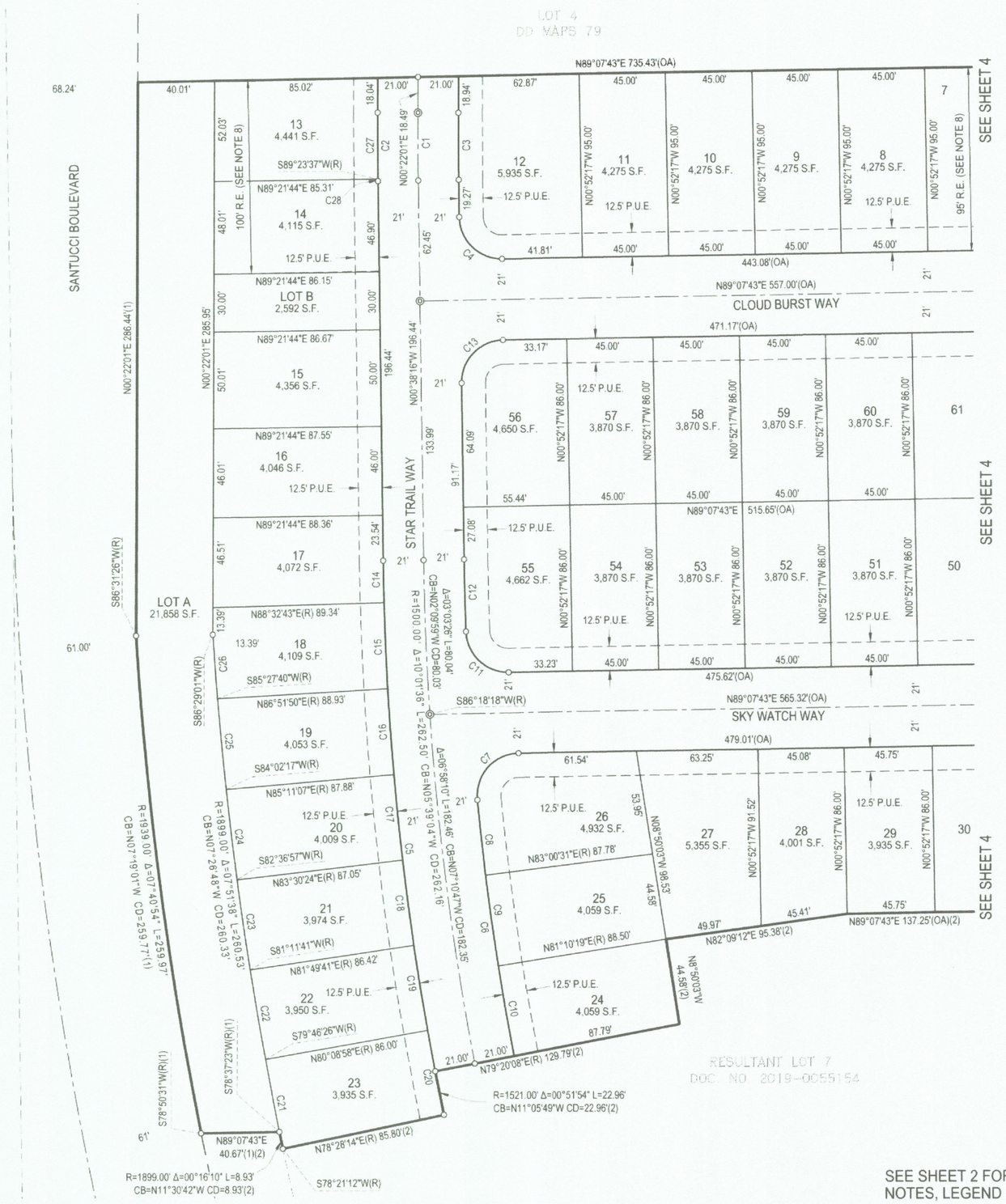
BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18437.PH3



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2000.00'	01°00'17"	35.07'	N00° 08' 07"W	35.07'
C2	2021.00'	01°00'17"	35.44'	N00° 08' 07"W	35.44'
C3	1979.00'	01°00'17"	34.70'	N00° 08' 07"W	34.70'
C4	22.00'	90°14'01"	34.65'	N45° 45' 16"W	31.18'
C5	1521.00'	10°01'36"	266.17'	N05° 39' 04"W	265.83'
C6	1479.00'	05°11'29"	134.01'	N08° 04' 07"W	133.96'
C7	22.00'	94°36'07"	36.32'	N41° 49' 40"E	32.34'
C8	1479.00'	01°31'06"	39.19'	N06° 13' 56"W	39.19'
C9	1479.00'	01°50'11"	47.41'	N07° 54' 35"W	47.40'
C10	1479.00'	01°50'11"	47.41'	N09° 44' 46"W	47.40'
C11	22.00'	88°47'06"	34.09'	N46° 28' 44"W	30.78'
C12	1479.00'	01°26'55"	37.39'	N01° 21' 43"W	37.39'
C13	22.00'	89°45'59"	34.47'	N44° 14' 44"E	31.05'
C14	1521.00'	00°49'01"	21.69'	N01° 02' 46"W	21.69'
C15	1521.00'	01°40'53"	44.63'	N02° 17' 43"W	44.63'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C16	1521.00'	01°40'43"	44.56'	N03° 58' 31"W	44.56'
C17	1521.00'	01°40'43"	44.56'	N05° 39' 15"W	44.56'
C18	1521.00'	01°40'43"	44.56'	N07° 19' 58"W	44.56'
C19	1521.00'	01°40'43"	44.56'	N09° 00' 41"W	44.56'
C20	1521.00'	01°40'43"	44.56'	N10° 41' 24"W	44.56'
C21	1899.00'	01°25'14"	47.08'	N10° 56' 11"W	47.08'
C22	1899.00'	01°25'15"	47.09'	N09° 30' 57"W	47.09'
C23	1899.00'	01°25'17"	47.11'	N08° 05' 41"W	47.11'
C24	1899.00'	01°25'19"	47.13'	N06° 40' 23"W	47.13'
C25	1899.00'	01°25'23"	47.16'	N05° 15' 02"W	47.16'
C26	1899.00'	01°01'21"	33.89'	N04° 01' 40"W	33.89'
C27	2021.00'	00°58'24"	34.33'	N00° 07' 11"W	34.33'
C28	2021.00'	00°01'53"	1.10'	N00° 37' 20"W	1.10'

N

0 20 40 80

SCALE: 1"=40'

FINAL MAP OF

WESTBROOK - PHASE 3

VILLAGE 20

SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

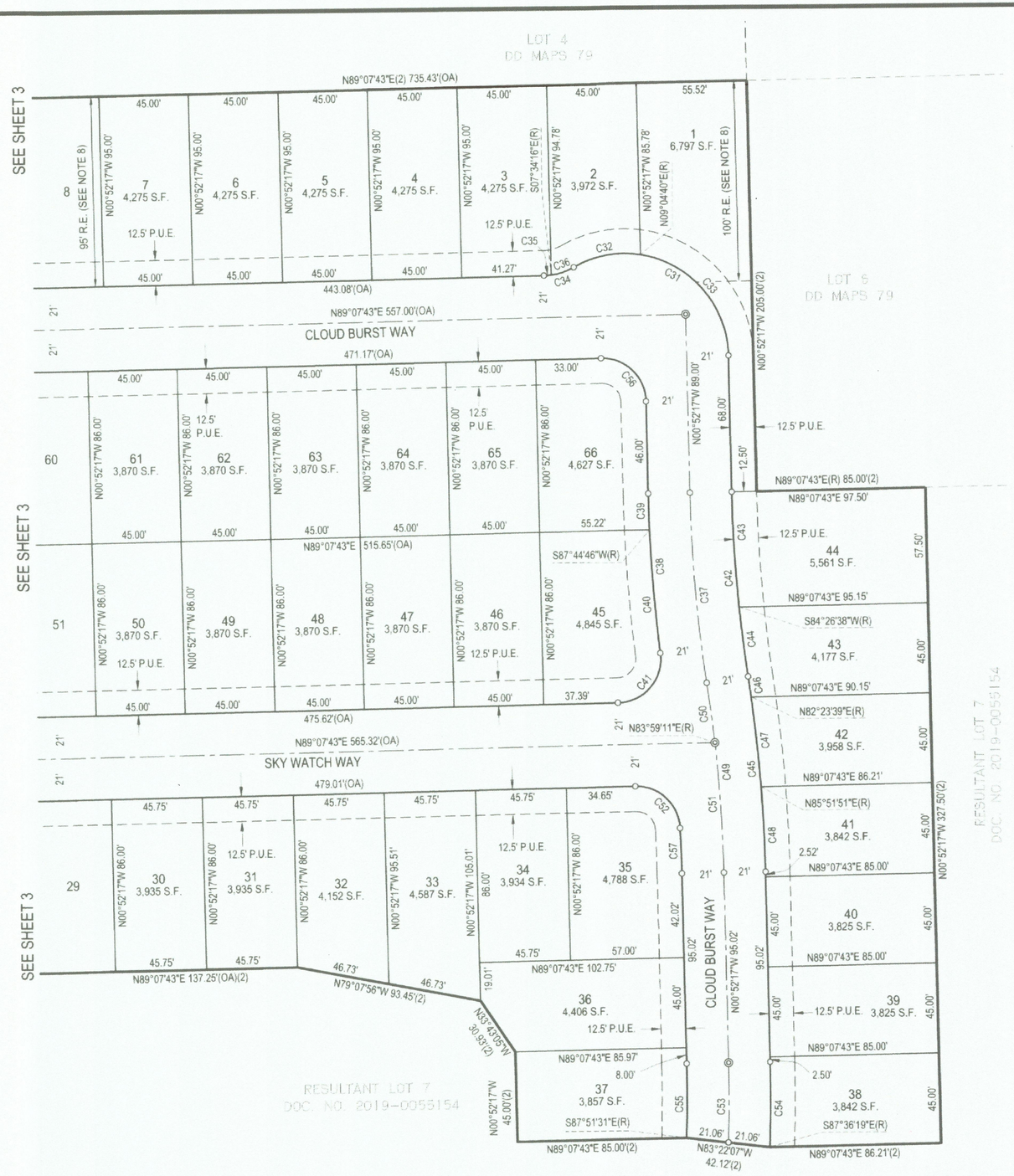
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2019

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES, LEGEND & REFERENCES.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150 Roseville, CA 95678 (916) 773-1189

18437 PH3



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C31	52.00'	118°14'33"	107.31'	N59° 59' 32"W	89.26'
C32	52.00'	38°11'30"	34.66'	N79° 58' 55"E	34.02'
C33	52.00'	80°03'03"	72.65'	N40° 53' 48"W	66.89'
C34	32.00'	28°14'33"	15.77'	N75° 00' 27"E	15.61'
C35	32.00'	06°41'59"	3.74'	N85° 46' 44"E	3.74'
C36	32.00'	21°32'34"	12.03'	N71° 39' 27"E	11.96'
C37	725.00'	07°31'43"	95.27'	N04° 38' 08"W	95.20'
C38	746.00'	06°07'45"	79.80'	N03° 56' 09"W	79.77'
C39	746.00'	01°22'57"	18.00'	N01° 33' 45"W	18.00'
C40	746.00'	04°44'48"	61.80'	N04° 37' 38"W	61.78'
C41	22.00'	96°07'45"	36.91'	N41° 03' 51"E	32.73'
C42	704.00'	07°31'43"	92.51'	N04° 38' 08"W	92.44'
C43	704.00'	04°41'06"	57.56'	N03° 12' 49"W	57.55'
C44	704.00'	02°50'38"	34.94'	N06° 58' 41"W	34.94'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C45	746.00'	07°31'43"	98.03'	N04° 38' 08"W	97.95'
C46	746.00'	00°47'39"	10.34'	N08° 00' 10"W	10.34'
C47	746.00'	03°28'12"	45.18'	N05° 52' 15"W	45.17'
C48	746.00'	03°15'53"	42.51'	N02° 30' 13"W	42.50'
C49	725.00'	07°31'43"	95.27'	N04° 38' 08"W	95.20'
C50	725.00'	02°23'11"	30.19'	N07° 12' 25"W	30.19'
C51	725.00'	05°08'33"	65.07'	N03° 26' 33"W	65.05'
C52	22.00'	88°09'10"	33.85'	N46° 47' 41"W	30.61'
C53	725.00'	03°08'35"	39.77'	N00° 42' 01"E	39.77'
C54	746.00'	03°15'57"	42.52'	N00° 45' 42"E	42.52'
C55	704.00'	03°00'46"	37.02'	N00° 38' 06"E	37.01'
C56	22.00'	90°00'00"	34.56'	N45° 52' 17"W	31.11'
C57	704.00'	01°50'50"	22.70'	N01° 47' 41"W	22.70'

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

18437.PH3

SEE SHEET 2 FOR BASIS OF BEARINGS, NOTES, LEGEND & REFERENCES.

COUNCIL COMMUNICATION

CC #: 1269
File #: 0400-04-12-1

Title:	Sierra Vista - KT Properties 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements, CWJ#180248, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the sanitary sewer lift station work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

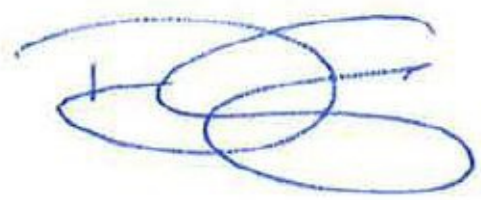
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-052

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-052

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements is hereby approved and the public work accepted.

2. A portion of the right-of-way and easements offered for dedication on the final map of Phase 2 Large Lot Subdivision recorded in Book FF of Maps, Page 18 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as 6300 Sierra Village Drive Sanitary Sewer Lift Station Improvements
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 20_____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
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.

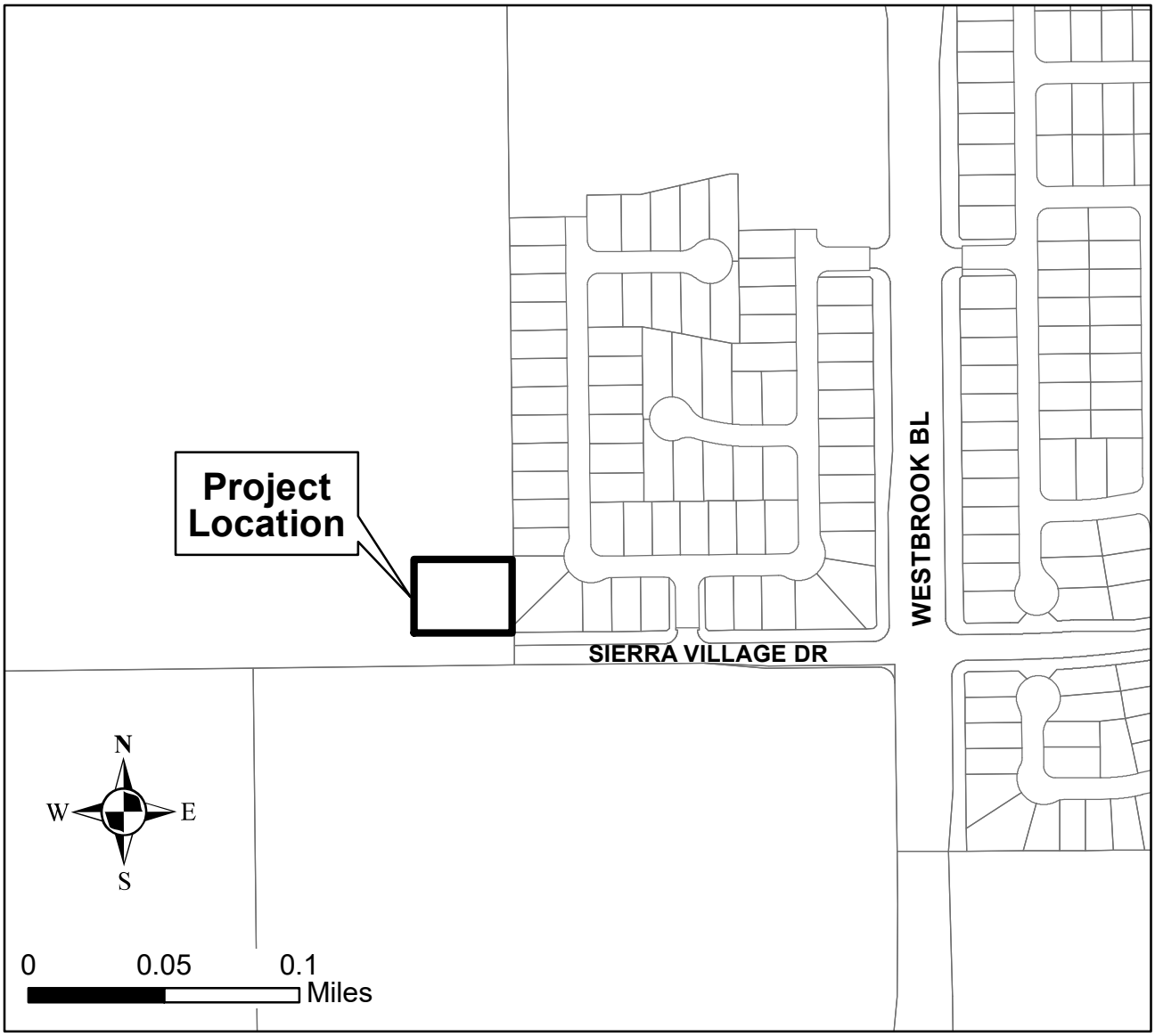
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Sierra Vista Specific Plan
6300 Sierra Village Drive
Sanitary Sewer Lift Station Improvements



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY, AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "B.S.E." (BUS SHELTER EASEMENT)

(C) PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.E." (PASEO EASEMENT).

(D) PUBLIC SEWER EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF SEWER FACILITIES ON, OVER, UNDER AND ACROSS THE AREA SHOWN HEREON AND DESIGNATED "S.E." (SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS LOT A, SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, BASELINE ROAD AND ALSO SHOWN HEREON AND DESIGNATED AS I.O.D./R.O.W AND THOSE SEPARATE AREAS SHOWN HEREON AND DESIGNATED I.O.D./R.O.W..

(B) 2 & 9 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

(C) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SEWER LIFT STATION.

(D) LOT 1, 7 & 13 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PARK PURPOSES.

(E) LOT 12 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: _____
NAME: CHRYSANTHY DEMOS
TITLE: PRESIDENT & CEO

BY: _____
NAME: Ryan Claycomb
TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: _____
NAME: LARRY GUALCO
TITLE: VICE PRESIDENT

BY: _____
NAME: Earl Keith
TITLE: Vice President

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOT 3 AS SHOWN HEREON TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: SIERRA VISTA COMMUNITIES, LLC

ADDRESS: 1025 CREEK RIDGE DRIVE
ROSEVILLE CA, 95678

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Sacramento SS

ON THE 9th DAY OF September, 2020, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Chrysanthy Demos and Ryan Claycomb, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Sacramento

MY COMMISSION EXPIRES: 12.27.2023

MY COMMISSION NO.: 2317355

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Placer SS

ON THE 8th DAY OF September, 2020, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Larry Gualco + Earl Keith, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2020

MY COMMISSION NO.: 2171057

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN OCTOBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

_____
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021

DATE: 9/8/20

LICENSED LAND SURVEYOR
CRAIG E. SPIESS
12/31/21
No. 7944
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: 9/15/20
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: 9/15/20
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

LICENSED LAND SURVEYOR
TIMOTHY G. BLAIR
Exp. 12-31-21
No. 8278
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS OFFERED HEREON FOR DEDICATION. BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS LISTED HEREON WITHIN NOTE 4 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: 09-21-2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 1 DAY OF October, 2020, AT 10:26 A.M. IN BOOK FF OF MAPS, AT PAGE 18, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF R.E.Y. ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

DOCUMENT NO.: 2020-0109701

BY: _____
DEPUTY

FEE: $ 107.00

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

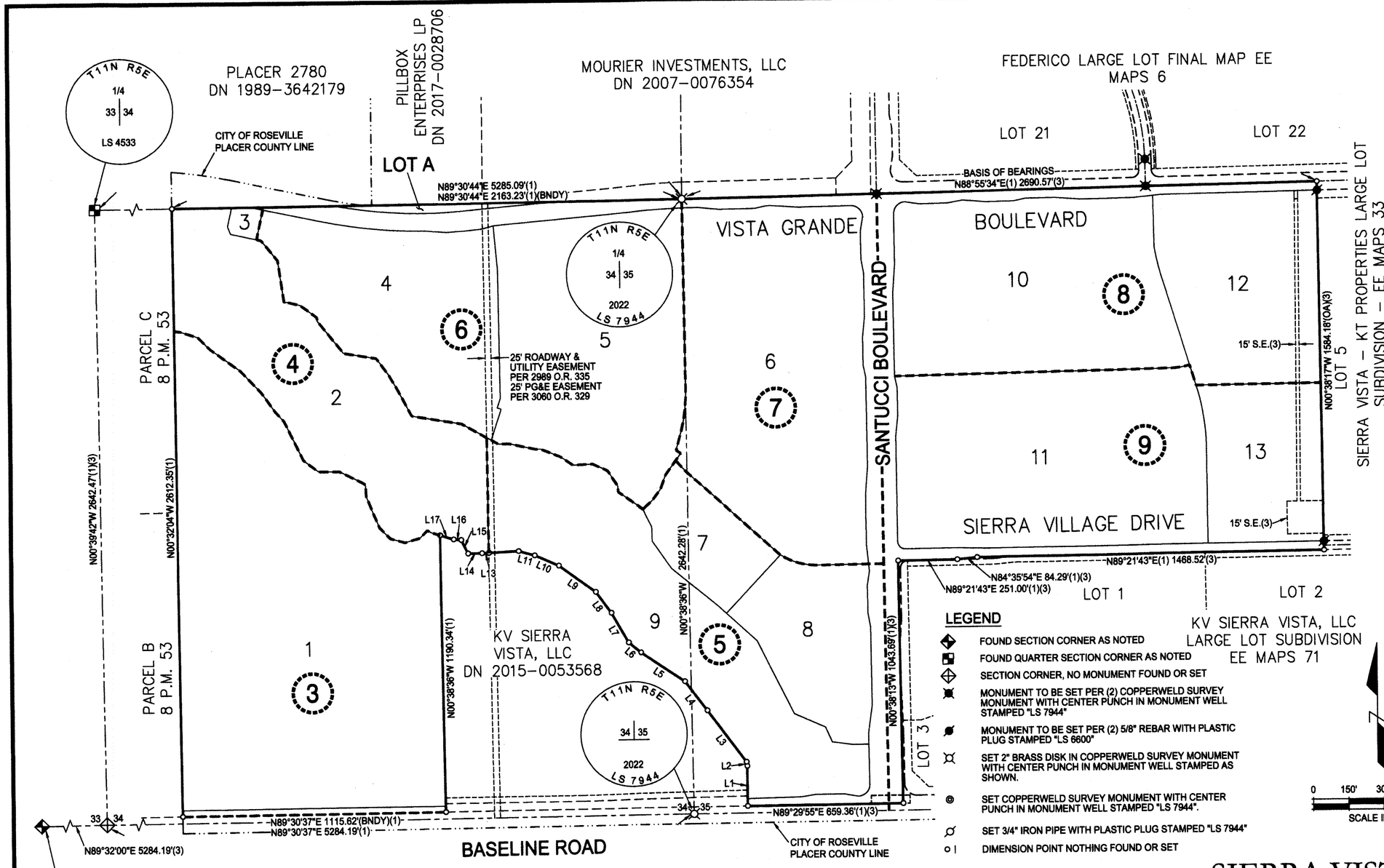
BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R.E.Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

 7310.024



NOTES:

1. THE TOTAL AREA OF THIS SUBDIVISION IS 224.08 ACRES +/-, GROSS, CONSISTING OF 6 LARGE LOTS FOR FUTURE DEVELOPMENT, 2 PUBLIC OPEN SPACE LOTS, 1 PUBLIC SEWER LIFT STATION, 3 PUBLIC PARK LOTS AND 1 SCHOOL SITE LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. THE EASEMENT FOR TEMPORARY INGRESS/EGRESS EASEMENT GRANTED TO FRANK T. CHAN TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003 ET AL., IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORD OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON
4. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION FOR RIGHT OF WAY, OPEN SPACE, SEWER PUMP STATION, EASEMENT, PUBLIC UTILITY EASEMENT, CITY OF ROSEVILLE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED.
   - A. RIGHT OF WAY, AREA R-1, R-6, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
   - B. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
   - C. EASEMENT, AREA E-3 & E-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
   - D. PUBLIC UTILITY EASEMENT, AREA R-1, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
   - E. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, OFFICIAL RECORDS OF PLACER COUNTY.
   - F. RIGHT OF WAY, AREA R-6 & R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - G. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - H. SEWER PUMP STATION, AREA PQP-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
   - I. EASEMENT, AREA E-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
   - J. PUBLIC UTILITY EASEMENT, AREA R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
   - K. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064328, OFFICIAL RECORDS OF PLACER COUNTY.

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER SECTION CORNER AS NOTED
- SECTION CORNER, NO MONUMENT FOUND OR SET
- MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- MONUMENT TO BE SET PER (2) 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"
- SET 2" BRASS DISK IN COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED AS SHOWN.
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944".
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET

AC.	ACRE
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
℄	CENTERLINE
DN	DOCUMENT NUMBER
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.L.T.M.	LARGE LOT TENTATIVE MAP
M.A.E.	MAINTENANCE ACCESS EASEMENT
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
S.L.T.M.	SMALL LOT TENTATIVE MAP
( )	DENOTES RECORD INFORMATION
(1)	SHEET NUMBER

N

0 150' 300' 600'

SCALE IN FEET

T11N R5E
1/4
33 | 34
LS 4533

BASIS OF BEARINGS:

THE BEARING N 88°55'34" W , AS SHOWN ALONG THE NORTH BOUNDARY AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON NOVEMBER, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) 22 RS 135
(2) EE MAPS 6
(3) EE MAPS 33
(4) DN 2018-0008016

LINE TABLE

#	BEARING	LENGTH
L1(1)(3)	N00°11'16"W	171.92'
L2(1)(3)	N09°07'22"W	18.39'
L3(1)(3)	N36°14'35"W	275.76'
L4(1)(3)	N36°36'24"W	157.05'
L5(1)(3)	N55°47'35"W	223.87'
L6(1)(3)	N49°30'58"W	67.92'
L7(1)(3)	N29°12'09"W	147.49'
L8(1)(3)	N35°59'17"W	111.83'
L9(1)(3)	N53°39'22"W	193.94'
L10(1)(3)	N66°12'56"W	111.62'
L11(1)(3)	N73°56'55"W	69.64'
L12(1)	N87°15'49"E	125.83'
L13(1)	N87°15'49"E	29.14'
L14(1)	N89°39'56"E	59.57'
L15(1)	N26°11'00"W	65.03'
L16(1)	N84°17'15"W	32.90'
L17(1)	N72°13'16"W	60.42'

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	KT-50	KT-50
2	KT-80A	KT-80A
3	KT-60	KT-60
4	KT-1A	KT-1A
5	KT-1B	KT-1B
6	KT-20	KT-20
7	KT-51	KT-51
8	KT-30	KT-30
9	KT-80B	KT-80B
10	KT-21A	KT-21A
11	KT-21B	KT-21B
12	KT-61	KT-61
13	KT-52	KT-52

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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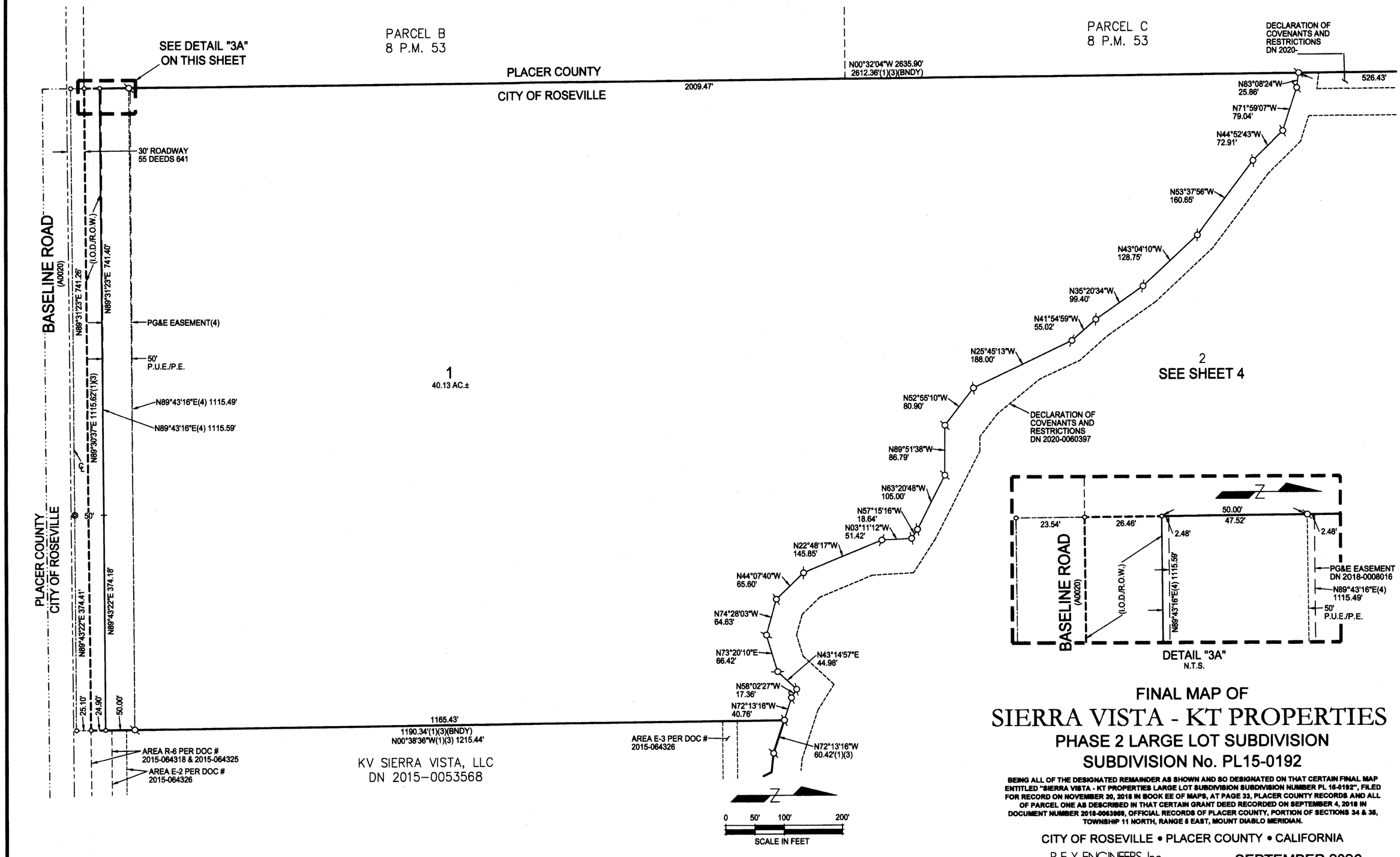
SEPTEMBER 2020

7310.024



DETAIL "3A"
N.T.S.

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063059, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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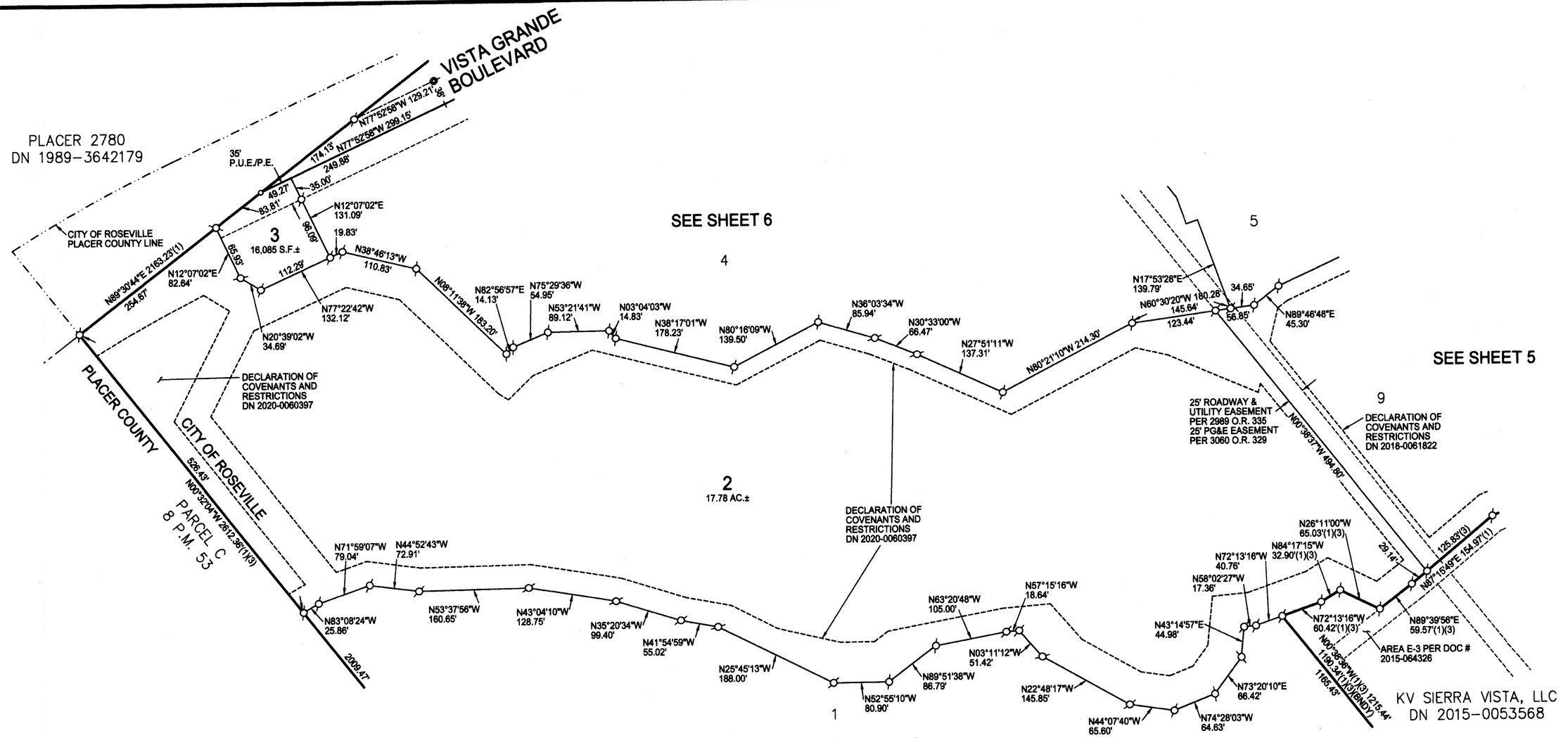

SEE SHEET 3

0 50' 100' 200'
SCALE IN FEET

FINAL MAP OF

SIERRA VISTA - KT PROPERTIES

PHASE 2 LARGE LOT SUBDIVISION

SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SHEET 4 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

DETAIL "5A"
N.T.S.

PG&E EASEMENT(4)
P.U.E./P.E.
(I.O.D./R.O.W.)
BASELINE ROAD
(A0020)
SECTION LINE
88.76'
13.06'
38.50'
11.50'
120.08'
31.56'
1.53' (TIE)
N89°41'57"E 659.59'
436.68'
N89°29'55"E 5284.19'(1)
N00°11'16"W 200.38'
171.92'(1)(3)(BNDY)

SEE SHEET 6

SEE SHEET 7

SEE DETAIL "7A" ON SHEET 7

SEE DETAIL "5A" ON THIS SHEET

SEE SHEET 4

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

DETAIL "5B"
N.T.S.

HIGHWAY EASEMENT DN 2003-0058642

SECTION LINE

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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T11N R5E
34 | 35
2022
LS 7944

SCALE IN FEET

PLACER 2780
DN 1989-3642179

PILLBOX ENTERPRISES LP
DN 2017-0028706

MOURIER INVESTMENTS, LLC
DN 2007-0076354

CITY OF ROSEVILLE
PLACER COUNTY LINE

S10°52'00"W(R)

LOT A
21,991 S.F.±

N89°30'44"E 2163.23'(1)

AREA R-1 PER DOC #
2015-064321 & 2015-064331

N88°55'34"E 2690.57'(1)(3)

83.81' 49.27' 35.00' 174.13' N77°52'58"W 129.21' 249.88' 176.27' N77°52'58"W 299.15' 940.84' 397.91' N84°53'41"E 789.08' 533.50' 358.17' 68.00'

CB=N87°07'09"W CD=545.17'
R=1962' Δ=15°58'19" L=546.94'
R=2000' Δ=17°13'21" L=601.17'
CB=N86°29'39"W CD=598 91'
R=2038' Δ=12°33'32" L=446.72'
CB=N84°09'44"W CD=445.82'

VISTA GRANDE BOULEVARD (I.O.D./R.O.W.)

664.55' 614.55' 74.52'

N01°04'26"W(R) 35.00'

R=2000' Δ=04°01'53" L=140.72'
CB=N86°54'38"E CD=140.69'
R=1962' Δ=04°01'53" L=138.05'
CB=N86°54'38"E CD=138.02'

3

96.09' N12°07'02"E 131.09' 112.29' 19.83' N77°22'42"W 132.12'(OA) N39°46'13"W 110.83'

35' P.U.E./P.E.

N85°25'13"W 91.21'

R=2048' Δ=02°07'15" L=75.81'
CB=N85°57'18"E CD=75.80'

SEE DETAIL "6A" ON THIS SHEET

T11N R5E
1/4
34 | 35
2022
LS 7944

N08°11'38"W 183.20'

N82°56'57"E 14.13' N75°29'36"W 54.95' N53°21'41"W 89.12' N03°04'03"W 14.83' N38°17'01"W 178.23' N80°16'09"W 139.50' N36°03'34"W 85.94' N30°33'00"W 66.47' N27°51'11"W 137.31' N80°21'10"W 214.30' N60°30'20"W 180.28'

4
14.08 AC.±

5
19.56 AC.±

6

25' ROADWAY & UTILITY EASEMENT PER 2989 O.R. 335
25' PG&E EASEMENT PER 3060 O.R. 329

N00°38'13"W 556.17'

N00°38'13"W 722.30'

SEE SHEET 7

2

SEE SHEET 4

DECLARATION OF COVENANTS AND RESTRICTIONS DN 2020-0060397

145.64' 123.44' 34.66' 56.85' N00°38'37"W 494.80'(OA)

N17°53'28"E 42.00' N72°06'32"W 17.61' N17°53'28"E 139.79' N89°46'48"E 45.30' N77°28'09"W 113.27' N89°46'48"E 21.20' N68°23'31"W 90.30' N55°41'55"W 64.66' N87°12'50"E 82.49' N65°17'08"W 69.96' N32°49'57"W 79.22' N03°32'08"W 25.76' N54°06'29"W 130.15' N38°29'29"E 56.91' N46°04'26"E 55.88' N25°55'01"W 84.45'

DECLARATION OF COVENANTS AND RESTRICTIONS DN 2018-0061822

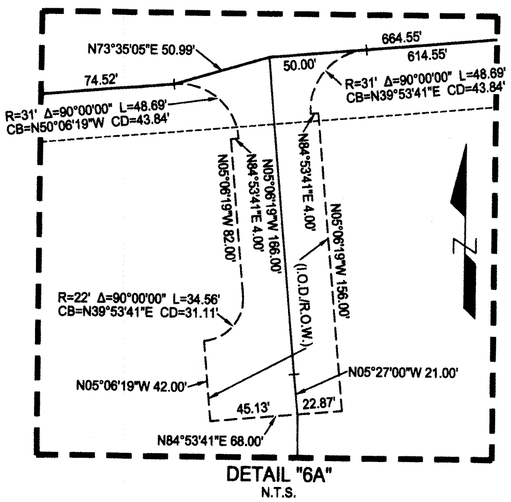
9

7

N32°33'22"E(R) N35°05'22"E(R) 112.47' 38.00' 74.47' N20°02'14"E 66.56' 25' P.U.E.

N00°06'07"E 59.19' N04°04'51"E 49.29' N08°08'42"E 49.29' N12°01'03"E 44.64' SECTION LINE N14°47'59"E 85.11' R=521' Δ=02°32'00" L=23.04' CB=N56°10'38"W CD=23.03' N41°51'58"W 60.80'

SEE SHEET 5



DETAIL "6A"
N.T.S.

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063869, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEPTEMBER 2020

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N

0 20' 40' 80'
SCALE IN FEET

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SEE SHEET 6

5

N35°05'22"E(R) 112.47'
N32°33'22"E(R)
N14°47'59"E 85.11'
N12°01'03"E 44.64'
N04°04'51"E 49.29'
N08°08'42"E 49.29'
N00°06'07"E 59.19'
N00°38'13"W 722.30'
R=521' Δ=02°32'00" L=23.04' CB=N56°10'38"W CD=23.03'
N41°51'58"W 60.80'
74.47'
38.00'
N53°08'46"W 84.11'

R=1962' Δ=04°01'53" L=138.05' CB=N86°54'38"E CD=138.02'(OA)
R=2000' Δ=04°01'53" L=140.72' CB=N86°54'38"E CD=140.69'(OA)
N01°04'26"W(R) 35.00'
38'
68.00' (I.O.D./R.O.W.)
N84°44'01"W 90.55'
358.17'
150.17'
25' P.U.E./P.E.
N88°55'34"E 654.42'
2690.57'(3)
N77°36'58"E 50.99'
16.06'
38'
N88°55'34"E(1)
VISTA GRANDE BOULEVARD
N86°18'37"W 120.42'
48'
220.00'
467.81'
AREA R-1 PER DOC # 2015-064321 & 2015-064331
MOURIER INVESTMENTS, LLC DN 2007-0076354

SEE SHEET 5

7

25' P.U.E.
N47°42'59"W 494.69'
N47°42'59"W 456.29'
(I.O.D./R.O.W.)
N47°25'56"W 45.89'
N42°39'19"E 340.01'(OA)
312.14'
27.87'
S32°53'05"W(R)
R=281' Δ=33°31'22" L=164.41' CB=N73°52'36"W CD=162.07'
27.5' P.U.E.

6
24.94 AC.±

R=223' Δ=17°30'11" L=68.12' CB=N56°28'05"W CD=67.86'
N24°46'50"E(R) 5.00'
R=228' Δ=16°10'26" L=64.36' CB=N73°18'23"W CD=64.15'
N81°23'36"W 37.11'

8

N89°21'43"E 218.48'
N89°21'43"E 180.25'

SEE DETAIL "7A" ON THIS SHEET

N45°51'20"W 98.62'
R=50' Δ=90°26'13" L=78.92' CB=N45°51'19"W CD=70.98'
N89°21'47"E(R)
20'X20' B.S.E.
N08°49'31"E 60.83'

40' P.U.E./P.E.

N00°38'13"W 2322.73'(OA)
N12°00'57"W 50.69'
N05°42'12"E 90.55'
N10°05'57"W 60.83'
120.00'
186.95'
120.00'
48'
220.00'
N04°07'36"E 120.42'
382.50'
(N00°38'13"W 980.26'(2)
N00°38'13"W 2651.10'(OA)
1557.99'
1062.55'
630.12'
SANTUCCI BOULEVARD (I.O.D./R.O.W.)
61' 71'

LOT 1 KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION EE MAPS 71

SIERRA VILLAGE DRIVE

11

SEE SHEET 9

10

SEE SHEET 8

LOT 21 FEDERICO LARGE LOT FINAL MAP EE MAPS 6

R=31' Δ=79°47'48" L=43.17' CB=N50°44'23"W CD=39.77'
28.23'
190.25'
R=31' Δ=89°59'56" L=48.69' CB=N44°21'45"E CD=43.84'
25.61'
5.51'
81.32'
N05°44'21"W 112.45'
(I.O.D./R.O.W.)

DETAIL "7A"
N.T.S.

0 50' 100' 200'
SCALE IN FEET

FINAL MAP OF

SIERRA VISTA - KT PROPERTIES

PHASE 2 LARGE LOT SUBDIVISION

SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

BOOK FF OF MAPS, PAGE 18

FEDERICO LARGE LOT FINAL MAP EE
MAPS 6

LOT 21

LOT 22

SILVER SPRUCE DRIVE

VISTA GRANDE BOULEVARD

SANTUCCI BOULEVARD
(I.O.D./R.O.W.)

SEE SHEET 7

SEE DETAIL "8A"
ON THIS SHEET

10
19.58 AC.±

11

12
12.08 AC.±

13

LOT 5
SIERRA VISTA – KT PROPERTIES
LARGE LOT SUBDIVISION
EE MAPS 33

SEE SHEET 9

0 20' 40' 80'
SCALE IN FEET

DETAIL "8A"
N.T.S.

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063959, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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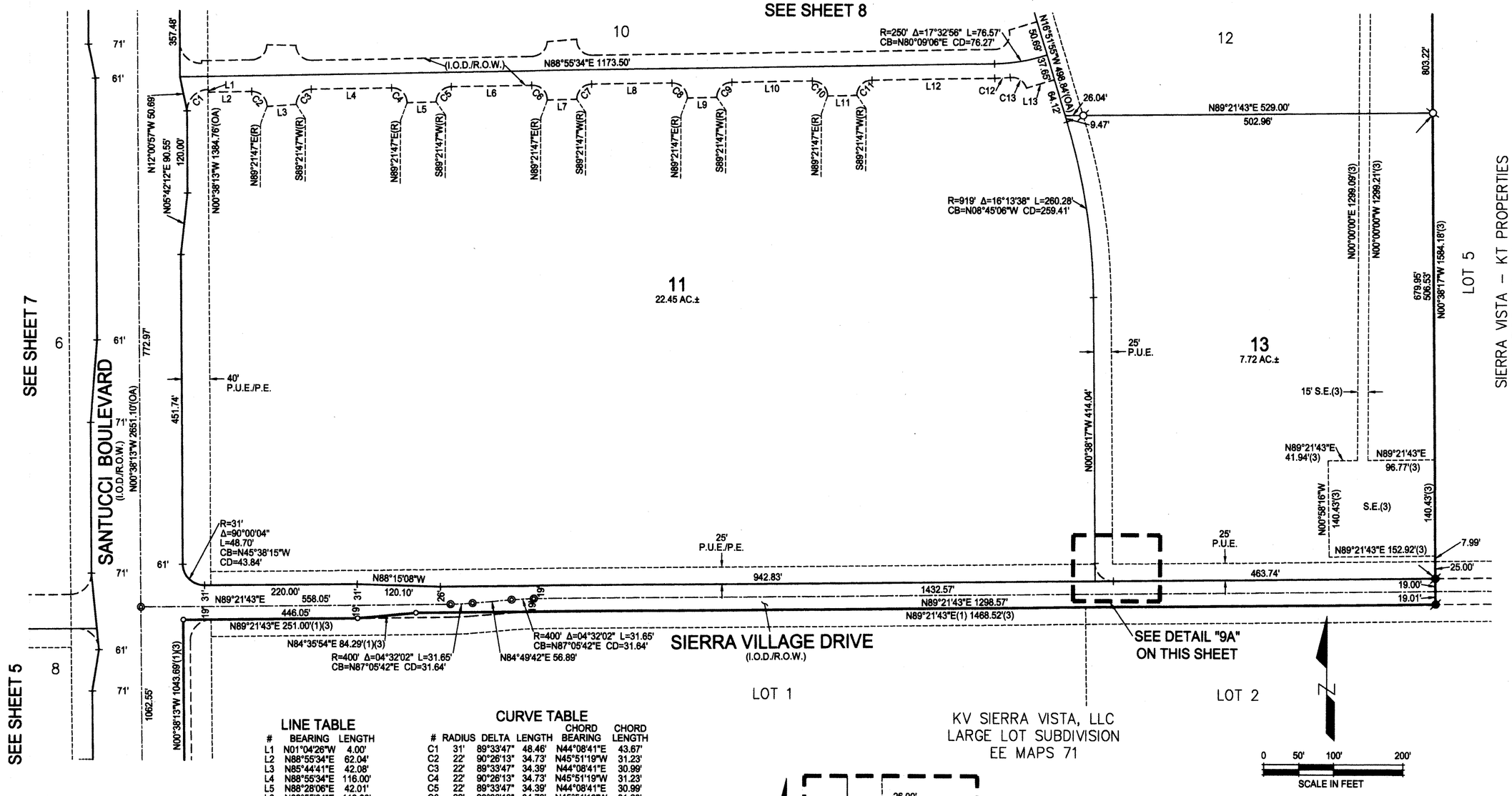
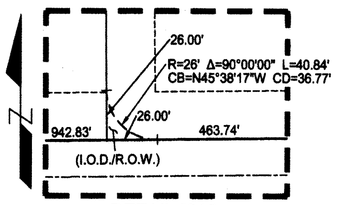


LINE TABLE		
#	BEARING	LENGTH
L1	N01°04'26"W	4.00'
L2	N88°55'34"E	62.04'
L3	N85°44'41"E	42.08'
L4	N88°55'34"E	116.00'
L5	N88°28'06"E	42.01'
L6	N88°55'34"E	116.00'
L7	N88°28'06"E	42.01'
L8	N88°55'34"E	116.00'
L9	N88°28'06"E	42.01'
L10	N88°55'34"E	116.00'
L11	N88°28'06"E	42.01'
L12	N88°55'34"E	176.80'
L13	N73°08'05"E	42.00'

CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	89°33'47"	48.46'	N44°08'41"E	43.67'
C2	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C3	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C4	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C5	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C6	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C7	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C8	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C9	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C10	22'	90°26'13"	34.73'	N45°51'19"W	31.23'
C11	22'	89°33'47"	34.39'	N44°08'41"E	30.99'
C12	271'	04°42'24"	22.26'	N86°34'22"E	22.26'
C13	22'	78°54'55"	30.30'	N56°19'23"W	27.96'



DETAIL "9A"
N.T.S.

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

COUNCIL COMMUNICATION

CC #: 1277
File #: 0400-04-09

Title:	West Roseville Specific Plan F-72 High School Project - Notice of Completion
Contact:	Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting WRSP F-72 High School (Public Improvements in City Right-of-Way), CWJ#180174, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

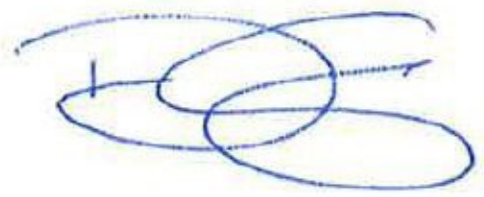
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-058

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-058

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WRSP F-72 HIGH SCHOOL (PUBLIC IMPROVEMENTS IN CITY RIGHT-OF-WAY) PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the WRSP F-72 High School is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Fiddyment Ranch Phase 1 Large Lot Subdivision recorded in Book AA of Maps, Page 10 , in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as WRSP-F-72 High School.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
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

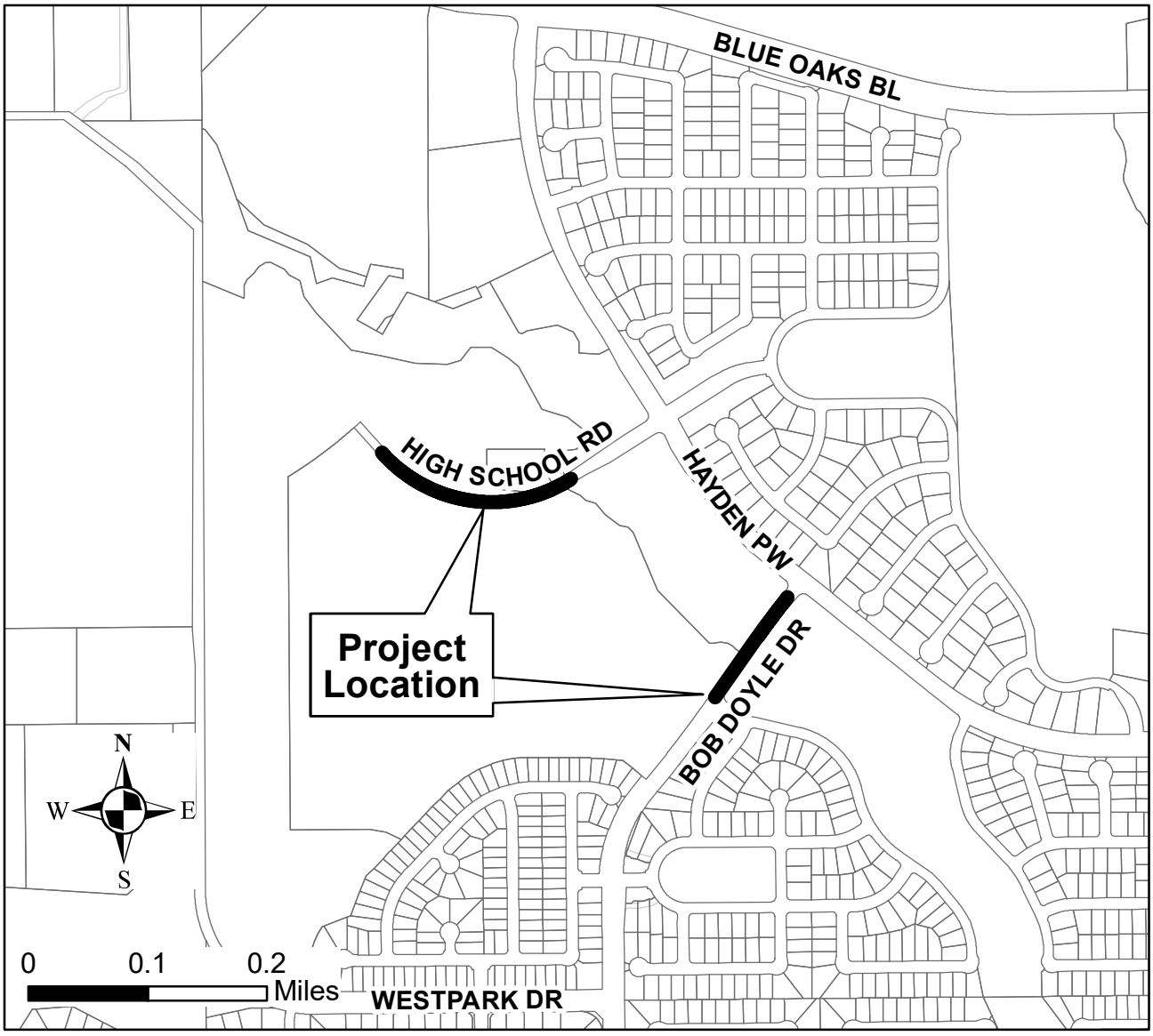
Signature of Notary Public

EXHIBIT A

City of Roseville

WRSP F-72 HIGH SCHOOL

(Public improvements in City Right of Way)



FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

SEPTEMBER 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1027.019

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD INTEREST IN THIS LARGE LOT FINAL MAP OF FIDDYMENT RANCH PHASE 1 AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS LARGE LOT FINAL MAP OF FIDDYMENT RANCH PHASE 1 AND THEY HEREBY DEDICATE AS PUBLIC RIGHTS-OF-WAY AND AS PUBLIC UTILITY EASEMENTS THE BOULEVARD, PARKWAY, DRIVE, ROADS AND STREETS SHOWN HEREON AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

A. PUBLIC EASEMENTS FOR WATER, GAS, SEWER, DRAINAGE PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICE, AND TRAFFIC CONTROL, WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 25', 35' AND 50' IN WIDTH LYING CONTIGUOUS TO THE BOULEVARD, PARKWAY, DRIVE AND ROADS SHOWN HEREON AS "PUBLIC UTILITY EASEMENT" (P.U.E.), AND "PEDESTRIAN EASEMENTS" (P.E.).

B. PUBLIC EASEMENT FOR SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS SANITARY SEWER EASEMENT (S.S.E.)

C. PUBLIC EASEMENT FOR STORM DRAIN PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS STORM DRAIN EASEMENT (S.D.E.)

D. A TEMPORARY PRIVATE 30 FOOT WIDE INGRESS/EGRESS EASEMENT APPURTENANT TO LOT 14, TO BE ABANDONED AT THE TIME PUBLIC IMPROVEMENTS ARE PROVIDED FOR FIDDYMENT ROAD, HAYDEN PARKWAY, AND VILLAGE 4 RESIDENTIAL STREETS.

E. PUBLIC EASEMENT FOR INGRESS AND EGRESS OF UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "MAINTENANCE ACCESS EASEMENT.

AND DO IRREVOCABLY OFFER FOR DEDICATION:

F. LOTS 13 AND 8 IN FEE TO THE CITY OF ROSEVILLE FOR PARKS.

G. LOTS 7, 9, 10 AND 12 IN FEE TO THE CITY OF ROSEVILLE FOR OPEN SPACE AS PARK PRESERVES.

H. LOT 16 IN FEE TO THE CITY OF ROSEVILLE AS AN ELECTRICAL SUBSTATION.

I. LOT 6 IN FEE TO THE CITY OF ROSEVILLE AS A FIRE STATION.

ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C.

A DELAWARE LIMITED LIABILITY COMPANY

BY: SIGNATURE AT FIDDYMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
BY: SIGNATURE PROPERTIES, INC., A CALIFORNIA CORPORATION, MANAGER

BY: _____ NAME: _____
MICHAEL J. GHIELMETTI, PRESIDENT
TITLE: C.E.O. JAMES C. GHIELMETTI

CECOR, L.P.

A CALIFORNIA LIMITED PARTNERSHIP

BY: Coralie F. Corin, Trustee
CORALIE F. CORIN, TRUSTEE OF THE CORIN FAMILY REVOCABLE TRUST OF 1990, ITS GENERAL PARTNER

BY: F. Earl Corin, Trustee
F. EARL CORIN, TRUSTEE OF THE CORIN FAMILY REVOCABLE TRUST OF 1990, ITS GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 1st DAY OF October 2004, BEFORE ME, C.L. Mackey, PERSONALLY APPEARED Coralie F Corin and F. Earl Corin
__PERSONALLY KNOWN TO ME
X PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/~~THEY EXECUTED THE SAME IN ~~HIS/HER/~~THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER/~~THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: C.L. Mackey
PRINTED NAME: C.L. MACKEY
COUNTY OF: PLACER
MY COMMISSION EXPIRES: APRIL 23, 2008

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF ~~PLACER~~ SACRAMENTO

ON THIS THE 29 DAY OF SEPTEMBER 2004, BEFORE ME, RUTH STAMOS, PERSONALLY APPEARED MICHAEL GHIELMETTI AND JAMES C. GHIELMETTI
✓ PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/~~THEY EXECUTED THE SAME IN ~~HIS/HER/~~THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER/~~THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Ruth Stamos
PRINTED NAME: RUTH STAMOS
COUNTY OF: SACRAMENTO
MY COMMISSION EXPIRES: 1/10/08

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE ____ DAY OF _____ 20__, BEFORE ME, _____, PERSONALLY APPEARED _____,
__PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____

TRUSTEE/BENEFICIARY STATEMENTS

SEE SHEET TWO FOR TRUSTEE AND OPTIONEE'S STATEMENTS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C. IN JANUARY, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY JANUARY 31, 2006, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LICENSED LAND SURVEYOR DOUGLAS R. OWYANG No. 6046 Exp. 6-30-05 STATE OF CALIFORNIA

DOUGLAS R. OWYANG
P.L.S. 6046 EXP. 06-30-05
WOOD RODGERS, INC.
DATE September 27, 2004

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE 10-6-04
ROB JENSEN
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #53343 EXPIRATION DATE 6/30/07

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

For Rob Jensen, City Engineer, City of Roseville

DATE: 10/6/04
ROBERT H. BLASER, P.E.
R.C.E. #30232 EXPIRATION DATE 3/31/06

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF LAND OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE RIGHT-OF-WAY LISTED HEREON.

10/6/04
DATED

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY: _____
DEPUTY

RECORDER'S STATEMENT

FILED THIS 10TH DAY OF NOVEMBER, 2004, AT 9:35 A. M. O'CLOCK IN BOOK AA OF MAPS, AT PAGE 10, IN THE OFFICE OF THE PLACER COUNTY RECORDER.
RECORDED AT THE REQUEST OF WOOD RODGERS, INC.

FILE NO. 2004-150893
FEE $ 41.00

Jim McCauley
JIM McCAULEY
PLACER COUNTY
RECORDER

BY: Gerald J. LaFave
DEPUTY

RECORDING REQUESTED BY:

Bruce E. Tracey, Professional Land Surveyor

WHEN RECORDED MAIL TO:

Wood Rodgers, Inc
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

PLACER, County Recorder
JIM MCCAULEY
DOC- 2005-0080325
Check Number 969gv
Wednesday, JUN 22, 2005 15:26:23
MIC $3.00 AUT $1.00 SBS $0.00
REC $3.00
Ttl Pd $7.00 Nbr-0001308601
rec/GV/1-1

CERTIFICATE OF CORRECTION

NOTICE IS HEREBY given that the Map entitled FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION, filed in Book AA of Maps, Page 10, P.C.R .is corrected in accordance with Section 8770.5 of the Land Surveyor's Act and Section 66469 of the Subdivision Map Act as follows:

The bearing along the North line of the Northwest Quarter of Section 19, T.11 N., R.6 E., M.D.B.&M., as shown on Sheet 6 is corrected to read N. 89°06'28" E.

Curve data for C15, C19, C21, and C23 as shown on Sheet 9 is corrected to read:
C15 R=950' Delta=18°43'49" Length=310.56' CB=N41°54'20"W CD=309.18'
C19 R=319' Delta=24°09'54" Length=134.54' CB=N69°32'31"E CD=133.55'
C21 R=381' Delta=24°09'54" Length=160.69' CB=N69°32'31"E CD=159.50'
C23 R=1850' Delta=08°19'48" Length=268.96' CB=N28°22'32"W CD=268.73'

Bearing for T18 as shown on Sheet 11 is corrected to read N03°17'17"E.
The name of the present fee owner of the real property affected by such corrections is: Roseville/Fiddyment Land Venture, LLC, a Delaware Limited Liability Company.

CERTIFICATE OF SURVEYOR

THIS IS TO certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned licensed land surveyor.

May 4, 2005
Date

PROFESSIONAL LAND SURVEYOR · BRUCE E. TRACEY · EXP. 12-31-06 · No. 7975 · STATE OF CALIFORNIA

Bruce E. Tracey P.L.S. 7975
Expiration Date: 12-31-2006

CERTIFICATE OF CITY ENGINEER

THIS IS TO certify that the above Certificate of Correction has been examined this 6th day of June, 2005, for conformance with the requirements of Section 8770.5 of the Land Surveyor's Act and Sections 66469 of the Subdivision map Act.

6/6/2005
Date

Robert H. Blaser, PE 30232, Expires 3/31/06
For Rob Jensen, City Engineer, City of Roseville
R.C.E. 53343 - Expiration Date: 6-30-07

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND
A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

SEPTEMBER 2004

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1027.019

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF ~~PLACER~~ Alameda

ON THIS THE 29 DAY OF September 2004, BEFORE ME, Ruth Stamos, PERSONALLY APPEARED Michael Ghielmetti and James C. Ghielmetti
✓PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Ruth Stamos

PRINTED NAME: Ruth Stamos

COUNTY OF: Alameda

MY COMMISSION EXPIRES: 1/10/08

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE ____ DAY OF _____ 20__, BEFORE ME, _____, PERSONALLY APPEARED _____,
__PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

TRUSTEE/BENEFICIARY STATEMENTS

SEE SHEET TWO FOR TRUSTEE AND OPTIONEE'S STATEMENTS.

SURVEYOR'S STATEMENT

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LICENSED LAND SURVEYOR · DOUGLAS R. OWYANG · No. 6046 Exp. 6-30-05 · STATE OF CALIFORNIA

DOUGLAS R. OWYANG
P.L.S. 6046 EXP. 06-30-05
WOOD RODGERS, INC.

September 27, 2004
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE 10-6-04

ROB JENSEN
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #53343 EXPIRATION DATE 6/30/07

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

For Rob Jensen, City Engineer, City of Roseville

DATE: 10/6/04
ROBERT H. BLASER, P.E.
R.C.E. #30232 EXPIRATION DATE 3/31/06

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF FIDDYMENT RANCH PHASE 1 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF LAND OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE RIGHT-OF-WAY LISTED HEREON.

10/6/04
DATED

CITY CLERK, CITY OF ROSEVILLE

BY: _____
DEPUTY

RECORDER'S STATEMENT

FILED THIS 10TH DAY OF NOVEMBER, 2004, AT 9:35 A. M. O'CLOCK IN BOOK AA OF MAPS, AT PAGE 10, IN THE OFFICE OF THE PLACER COUNTY RECORDER.
RECORDED AT THE REQUEST OF WOOD RODGERS, INC.

FILE NO. 2004-150893
FEE $ 41.00

Jim McCauley
JIM McCAULEY
PLACER COUNTY
RECORDER

BY: Gerald J. LaFave
DEPUTY

TRUSTEES STATEMENT

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON FEBRUARY 10, 2004, IN THE OFFICE OF THE PLACER COUNTY RECORDER UNDER RECORDER'S SERIAL NUMBER 2004-0013989, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: _____ BY: Amy Rizzo

PRINT: Lisa E. Schaeffer PRINT: Amy Rizzo

TITLE: Vice President TITLE: Assistant Secretary

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF ~~PLACER~~ Contra Costa

ON THIS THE 29th DAY OF September 2004 BEFORE ME, Kathy J. Parsons, PERSONALLY APPEARED Lisa E. Schaeffer & Amy Rizzo

X PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) ~~IS~~/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: Kathy J. Parsons, #1491846

COUNTY OF: Contra Costa

MY COMMISSION EXPIRES: May 25, 2006

LEGEND

O	DIMENSION POINT
✦	FOUND SECTION CORNER AS DESCRIBED ON SHEET 5
✚	FOUND 1/4 CORNER AS DESCRIBED ON SHEET 5
✖	FOUND 1/16 CORNER AS DESCRIBED ON SHEET 5
◎	SET BRASS DISK STAMPED L.S. 6046 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
⌀	SET 5/8" REBAR W/ PLASTIC CAP STAMPED L.S. 6046
( )	RECORD INFORMATION PER REFERENCE
(R)	RADIAL LINE
OS	OPEN SPACE
O.A.	OVERALL DIMENSION
P.U.E.	PUBLIC UTILITY EASEMENT
P.E.	PEDESTRIAN EASEMENT
O.R.	PLACER COUNTY OFFICIAL RECORDS
S.D.E.	STORM DRAIN EASEMENT
S.S.E.	SANITARY SEWER EASEMENT

REFERENCES

(1) Book 8 Surveys Page 4
(2) Book 1 Surveys Page 15
(3) Book 13 Surveys Page 18
(4) Book 26 Parcel Maps Page 93
(5) Book W Maps Page 377
(6) Book 8 Surveys Page 106
(7) Book 9 Surveys Page 56
(8) Book 17 Parcel Maps Page 102
(9) Book 8 Surveys Page 5
(10) Book S Maps Page 58
(11) Book X Maps Page 97

OPTIONEE'S STATEMENT

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AS DISCLOSED BY A MEMORANDUM OF OPTION TO PURCHASE AGREEMENT RECORDED AUGUST 16, 2004 INSTRUMENT No. 2004-0107179, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA

NAME: _____ NAME: _____

TITLE: DEPUTY SUPERINTENDENT

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER

ON THIS THE 5th DAY OF October 2006, BEFORE ME, Sherie J. Feder, PERSONALLY APPEARED Richard Strickland,

✓ PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: Sherie J. Feder

COUNTY OF: Placer

MY COMMISSION EXPIRES: April 29, 2006

OPTIONEE'S STATEMENT

ROSEVILLE / FIDDYMENT LAND VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OPTIONEE UNDER MEMORANDUM OF SUCCESSIVE OPTION RECORDED MARCH 26, 1998, UNDER SERIAL No. 0020203, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA

BY: SIGNATURE AT FIDDYMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
BY: SIGNATURE PROPERTIES, INC., A CALIFORNIA CORPORATION, MANAGER

BY: _____ NAME: _____

MICHAEL J. GHIELMETTI, PRESIDENT

TITLE: JAMES C. GHIELMETTI, C.E.O.

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF ~~PLACER~~ ALAMEDA

ON THIS THE 29 DAY OF SEPTEMBER 2004, BEFORE ME, RUTH STAMOS, PERSONALLY APPEARED MICHAEL GHIELMETTI AND JAMES C. GHIELMETTI

✓ PERSONALLY KNOWN TO ME
__PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: RUTH STAMOS

COUNTY OF: ALAMEDA

MY COMMISSION EXPIRES: 1/18/08

NOTES

1. THE TOTAL AREA FOR THIS SUBDIVISION IS 720± ACRES GROSS, CONSISTING OF 23 LOTS AND A DESIGNATED REMAINDER.
2. THE LAND SHOWN HEREON BEING OF ALL OF SECTION 24, T. 11 N., R. 5 E., M.D.M. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E. M.D.M. IS HEREBY MERGED AND RESUBDIVIDED PER GOVERNMENT CODE, SECTION 66499.20 1/2.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES DATED FEBRUARY 18, 2004, FILE NO. 5877.01. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT.
4. THIS PROPERTY IS SUBJECT TO THE CITY OF ROSEVILLE TREE PRESERVATION ORDINANCE NO. 2294, CHAPTER 16.10, TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
6. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD DISTANCE. CHORD DISTANCES MAY CONTAIN SOME ROUNDING ERROR.
7. PURSUANT TO 66434 (G) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:
   A. A PORTION OF THE HIGHWAY EASEMENT DEEDED TO THE COUNTY OF PLACER PER 2090 O.R. 149 LYING WITHIN LOTS 21 & 23.
8. C.C.& R.'S WHICH AFFECT THIS FINAL MAP ARE BEING RECORDED CONCURRENTLY AS DOCUMENT No. 2004-150894 P.C.R.

CERTIFICATE FOR PUBLIC DEDICATION OF LAND

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 6 AND 16 TO THE SUBDIVIDER NAMED BELOW IF A DETERMINATION IS MADE THAT THE SAME PUBLIC PURPOSE FOR WHICH THE FEE DEDICATION WAS REQUIRED DOES NOT EXIST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDER: ROSEVILLE/FIDDYMENT LAND VENTURE L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY
BY: SIGNATURE AT FIDDYMENT, LLC.,
A CALIFORNIA LIMITED LIABILITY COMPANY, MEMBER
SIGNATURE PROPERTIES, INC.,
A CALIFORNIA CORPORATION, MANAGER
ADDRESS: 1322 BLUE OAKS BOULEVARD, SUITE 100
ROSEVILLE, CA 95678

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, T. 11 N., R. 5 E., M.D.M., TAKEN AS NORTH 00°26'58" WEST PER THE MAP OF SUN CITY ROSEVILLE LARGE LOT SUBDIVISION ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "S" OF MAPS AT PAGE 58.

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1027.019

SEPTEMBER 2004

LOT NUMBER	WEST ROSEVILLE SPECIFIC PLAN PCL NO.
1	F-1
2	F-2
3	F-3
4	F-4
5	F-5
6	F-73
7	F-86
8	F-56
9	F-87
10	F-88
11	F-72
12	F-89
13	F-53
14	RESIDENCE
15	F-21
16	F-65
17	F-30
18	F-35
19	F-22
20	F-23
21	F-24
22	F-31
23	F-17

BOOK AA OF MAPS, PAGE 10

FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

OCTOBER 2004

1027.019

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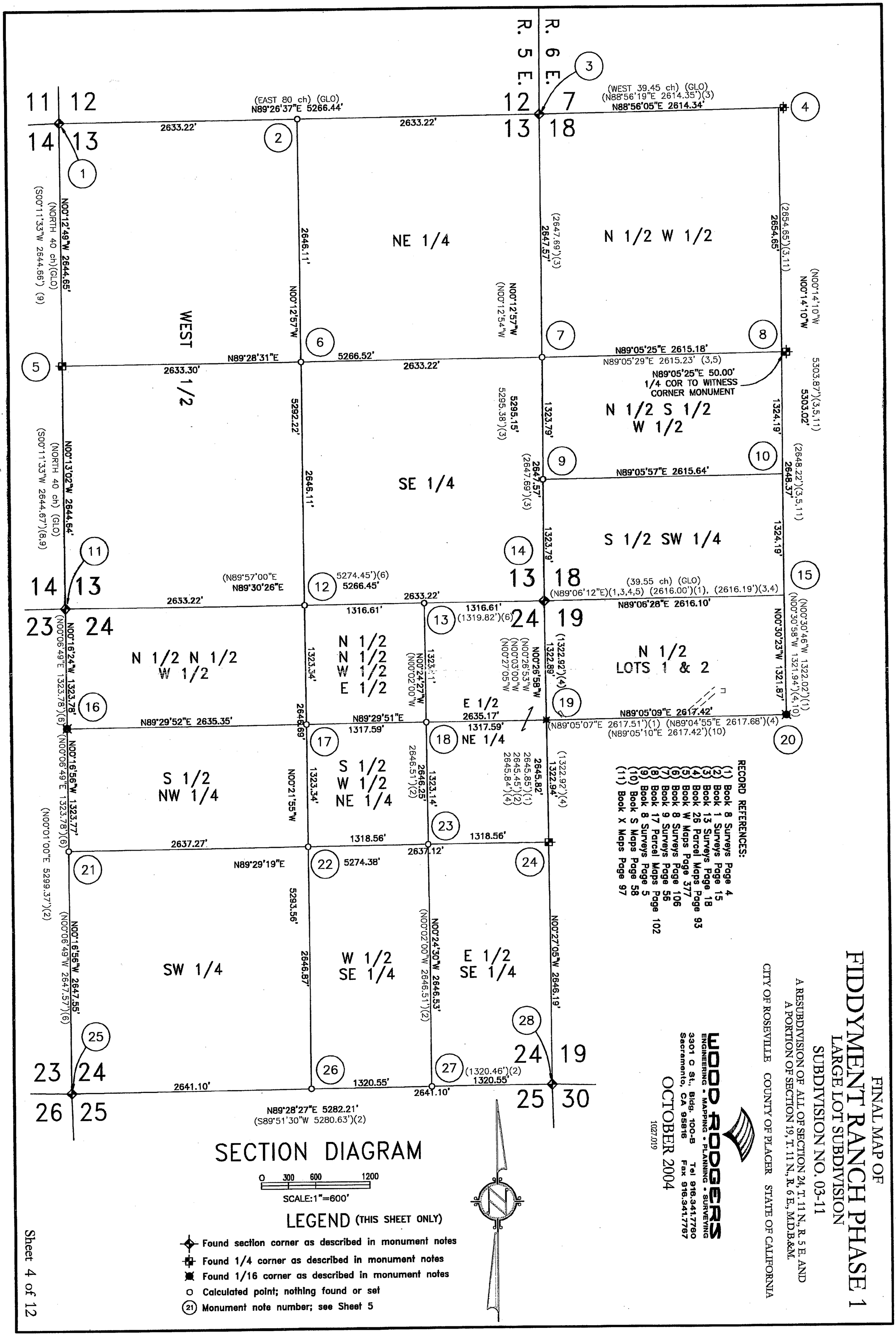
Sheet 3 of 12



SECTION DIAGRAM

0 300 600 1200

SCALE:1"=600'

LEGEND (THIS SHEET ONLY)

- Found section corner as described in monument notes
- Found 1/4 corner as described in monument notes
- Found 1/16 corner as described in monument notes
- o Calculated point; nothing found or set
- (21) Monument note number; see Sheet 5

RECORD REFERENCES:

(1) Book 8 Surveys Page 4
(2) Book 1 Surveys Page 15
(3) Book 13 Surveys Page 18
(4) Book 26 Parcel Maps Page 93
(5) Book W Maps Page 377
(6) Book 8 Surveys Page 106
(7) Book 9 Surveys Page 56
(8) Book 17 Parcel Maps Page 102
(9) Book 8 Surveys Page 58
(10) Book S Maps Page 5
(11) Book X Maps Page 97

FINAL MAP OF

FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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OCTOBER 2004

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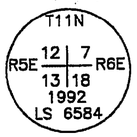
BOOK AA OF MAPS, PAGE 10

MONUMENT DESCRIPTIONS

1. Found 3/4" diameter rebar tagged RCE 7083 per Book 1 Surveys Page 67. Accepted as northwest corner Section 13, T11N, R5E.

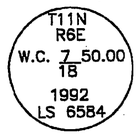
2. Calculated position for 1/4 corner common to Sections 12 and 13; nothing found or set.

3. Found 2" diameter iron pipe per Book 13 Surveys Page 18 with 2" diameter brass disk stamped:



Accepted as section corner common to Sections 12 and 13 T11N R5E and Sections 7 and 18 T11N R6E.

4. Found 2" diameter iron pipe per Book 13 Surveys Page 18 with 2" diameter brass disk stamped:



Accepted as being on north line of Section 18. The position for the north quarter corner of Section 18 was established on the section line 50.00 feet westerly from this monument.

5. Found 2–1/2" diameter capped iron pipe per Book 17 Parcel Maps Page 102, stamped:

Accepted as west 1/4 corner of Section 13.

6. Calculated position for center 1/4 corner of Section 13. Nothing found or set.

7. Calculated position for east 1/4 corner of Section 13 established by single proportionate measurement. Nothing found or set.

8. Found 2" diameter iron pipe per Book 13 Surveys Page 8 with brass disk stamped:

Accepted as being on the east–west centerline of Section 18. The position for the center 1/4 corner was established on the centerline 50.00 feet westerly of this monument.

9. Calculated position for South 1/16 Corner common to Sections 13 and 18, established by single proportionate measurement. Nothing found or set.

10. Calculated position of Center South 1/16 Corner Section 18 established by single proportionate measurement. Nothing found or set.

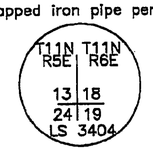
11. Found 1–1/2" diameter iron pipe per Book 17 Parcel Maps Page 102 with 2" diameter brass disk stamped:

Accepted as Southwest Corner of Section 13.

12. Calculated position of south 1/4 corner Section 13 established by single proportionate measurement. Nothing found or set.

13. Calculated position of East 1/16 corner common to Sections 13 and 24 established by single proportionate measurement. Nothing found or set.

14. Found 2" diameter capped iron pipe per Book 8 Surveys Page 5 stamped:



Accepted as section corner common to Sections 13 and 24, T11N, R5E and Sections 18 and 19, T11N, R6E.

15. Found 2" diameter capped iron pipe per Book 8 Surveys Page 5, stamped:

Accepted as 1/4 corner common to Sections 18 and 19, T11N, R6E.

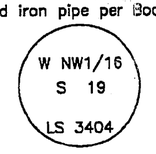
16. Found 1–1/4" diameter iron pipe per Book 8 Surveys Page 106 with 2" diameter brass disk stamped:

Accepted as North 1/16 Corner common to Sections 23 and 24, T11N, R5E.

17. Calculated position for the Center North 1/16 Corner of Section 24, T11N, R5E based on single proportionate measurement. Nothing found or set.

18. Calculated position for the NE 1/16 Corner of Section 24; nothing found or set.

19. Found 1–1/2" capped iron pipe per Book 8 Surveys Page 5, stamped (incorrectly):



Accepted as North 1/16 Corner common to Section 24 T11N, R5E and Section 19, T11N, R6E. Re–monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

20. Found 1–1/4" capped iron pipe per Book 8 Surveys Page 5, stamped (incorrectly):

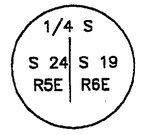
Accepted as Center North 1/16 Corner of Section 19, T11N, R5E. Re–monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

21. Calculated position for 1/4 Corner common to Sections 23 and 24 established by single proportionate measurement. Nothing found or set.

22. Calculated position for the Center 1/4 Corner of Section 24, T11N, R5E. Nothing found or set.

23. Calculated position for the Center East 1/16 Corner of Section 24, T11N, R5E. Nothing found or set.

24. Found 3" diameter brass disk in monument well per Book 8 Surveys Page 5, stamped:



Accepted as 1/4 corner common to Section 24, T11N, R5E and Section 19, T11N, R6E.

25. Found 1–1/2" diameter brass disk in concrete per Book 8 Surveys Page 106, stamped (incorrectly):

Accepted as Section Corner common to Sections 23,24,25 and 26, T11N, R5E.

26. Calculated position of South 1/4 Corner Section 24, T11N, R5E, established by single proportionate measurement. Nothing found or set.

27. Calculated position of East 1/16 Corner Sections 24 and 25, T11N, R5E, established by single proportionate measurement. Nothing found or set.

28. Found 3" diameter brass disk set in concrete per Book 8 Surveys Page 5, stamped:

Accepted as Section corner common to Sections 24 and 25, T11N, R5E and Sections 19 and 30, T11N, R6E. Re–monument with brass disk stamped L.S. 6046 in standard City of Roseville monument well.

FINAL MAP OF

FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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Sacramento, CA 95816 Fax 916.341.7767

OCTOBER 2004

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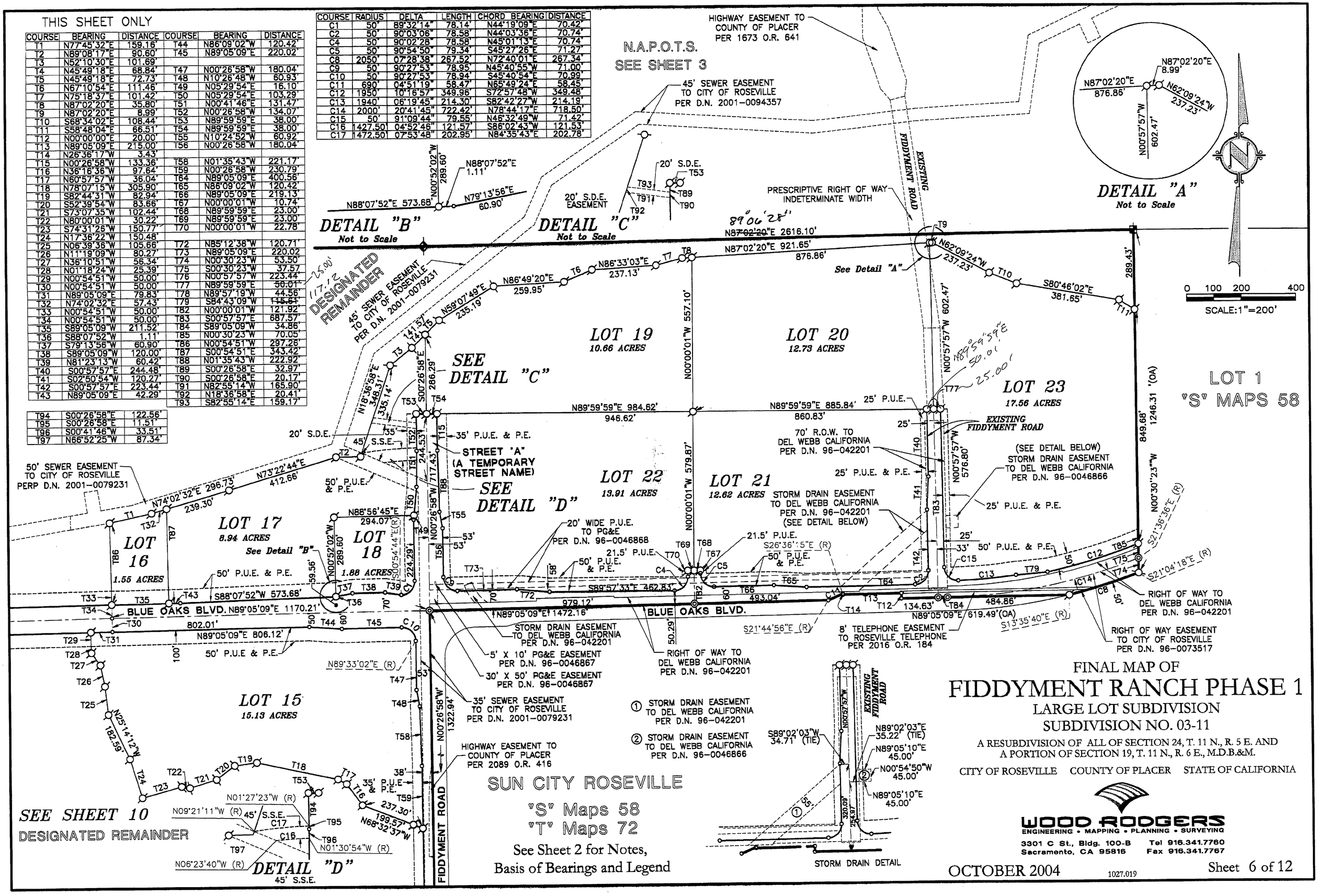
THIS SHEET ONLY

COURSE	BEARING	DISTANCE
T1	N77°45'32"E	159.16'
T2	N89°08'17"E	90.60'
T3	N52°10'30"E	101.69'
T4	N45°49'18"E	68.84'
T5	N45°49'18"E	72.73'
T6	N67°10'54"E	111.46'
T7	N75°18'37"E	101.42'
T8	N87°02'20"E	35.80'
T9	N87°02'20"E	8.99'
T10	S68°34'02"E	108.44'
T11	S58°48'04"E	66.51'
T12	N00°00'00"E	20.00'
T13	N89°05'09"E	215.00'
T14	N26°36'17"W	3.43'
T15	N00°26'58"W	133.36'
T16	N36°16'36"W	97.64'
T17	N60°57'57"W	36.04'
T18	N78°07'15"W	305.90'
T19	S82°44'31"W	82.94'
T20	S52°39'54"W	83.66'
T21	S73°07'35"W	102.44'
T22	N80°00'01"W	30.22'
T23	S74°31'26"W	150.77'
T24	N17°36'22"W	150.48'
T25	N06°39'36"W	105.66'
T26	N11°19'09"W	80.27'
T27	N36°10'51"W	56.34'
T28	N01°18'24"W	25.39'
T29	N00°54'51"W	50.00'
T30	N00°54'51"W	50.00'
T31	N89°05'09"E	79.83'
T32	N74°02'32"E	57.43'
T33	N00°54'51"W	50.00'
T34	N00°54'51"W	50.00'
T35	S89°05'09"W	211.52'
T36	S88°07'52"W	1.11'
T37	S79°13'56"W	60.90'
T38	S89°05'09"W	120.00'
T39	N81°23'13"W	60.42'
T40	S00°57'57"E	244.48'
T41	S02°50'54"W	120.27'
T42	S00°57'57"E	223.44'
T43	N89°05'09"E	42.29'

COURSE	BEARING	DISTANCE
T44	N86°09'02"W	120.42'
T45	N89°05'09"E	220.02'
T47	N00°26'58"W	180.04'
T48	N10°26'48"W	60.93'
T49	N05°29'54"E	16.10'
T50	N05°29'54"E	103.29'
T51	N00°41'46"E	131.47'
T52	N00°26'58"W	134.07'
T53	N89°59'59"E	38.00'
T54	N89°59'59"E	38.00'
T55	N10°24'52"W	60.92'
T56	N00°26'58"W	180.04'
T58	N01°35'43"W	221.17'
T59	N00°26'58"W	230.79'
T64	N89°05'09"E	400.56'
T65	N86°09'02"W	120.42'
T66	N89°05'09"E	219.13'
T67	N00°00'01"W	10.74'
T68	N89°59'59"E	23.00'
T69	N89°59'59"E	23.00'
T70	N00°00'01"W	22.78'
T72	N85°12'38"W	120.71'
T73	N89°05'09"E	220.02
T74	N00°30'23"W	53.50'
T75	S00°30'23"W	37.57
T76	N00°57'57"W	223.44'
T77	N89°59'59"E	50.01'
T78	N89°57'19"W	44.56'
T79	S84°43'09"W	~~115.81'~~
T82	N00°00'01"W	121.92'
T83	S00°57'57"E	687.57'
T84	S89°05'09"W	34.86'
T85	N00°30'23"W	70.05'
T86	N00°54'51"W	297.26'
T87	S00°54'51"E	343.42'
T88	N01°35'43"W	222.92'
T89	S00°26'58"E	32.97'
T90	S00°26'58"E	20.17'
T91	N82°55'14"W	165.90'
T92	N18°36'58"E	20.41'
T93	S82°55'14"E	159.17'

T94	S00°26'58"E	122.56'
T95	S00°26'58"E	11.51'
T96	S00°41'46"W	33.51'
T97	N66°52'25"W	87.34'

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	50'	89°32'14"	78.14'	N44°19'09"E	70.42'
C2	50'	90°03'06"	78.58'	N44°03'36"E	70.74'
C4	50'	90°02'28"	78.58'	N45°01'13"E	70.74'
C5	50'	90°54'50"	79.34'	S45°27'26"E	71.27'
C8	2050'	07°28'38"	267.52'	N72°40'01"E	267.34'
C9	50'	90°27'53"	78.95'	N45°40'55"W	71.00'
C10	50'	90°27'53"	78.94'	S45°40'54"E	70.99'
C11	690'	04°51'19"	58.47'	N65°49'24"E	58.45'
C12	1950'	10°16'57"	349.96'	S72°57'48"W	349.48'
C13	1940'	06°19'45"	214.30'	S82°42'27"W	214.19'
C14	2000'	20°41'45"	722.42'	N78°44'17"E	718.50'
C15	50'	91°09'44"	79.55'	N46°32'49"W	71.42'
C16	1427.50'	04°52'46"	121.57'	S86°02'43"W	121.53'
C17	1472.50'	07°53'48"	202.95'	N84°35'43"E	202.78'



SUN CITY ROSEVILLE

"S" Maps 58
"T" Maps 72

See Sheet 2 for Notes, Basis of Bearings and Legend

FINAL MAP OF

FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
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OCTOBER 2004 1027.019

DESIGNATED REMAINDER

LOT 5

SEE SHEET 9

STREET "B" (A TEMPORARY STREET NAME)

HAYDEN PARKWAY

LOT 6
FIRE STATION
3.06 ACRES

LOT 7
OS
12.39 ACRES

THIS SHEET ONLY

THIS SHEET ONLY

SEE SHEET 8

LOT 8
REGIONAL PARK

LOT 9
OS

SEE SHEET 8

HIGH SCHOOL ROAD

LOT 11
HIGH SCHOOL

HIGH SCHOOL ROAD

COURSE	BEARING	DISTANCE
T1	S57°27'34"W	25.00'
T2	N31°23'41"W	27.46'
T3	N56°18'50"E	62.45'
T4	N22°45'35"W	115.80'
T5	N82°57'16"E	99.55'
T6	N38°40'43"E	84.90'
T7	N51°01'46"W	59.72'
T8	N56°37'33"W	90.10'
T9	N89°23'31"E	90.57'
T10	N38°56'42"E	73.86'
T11	N72°54'30"E	60.14'
T12	N14°00'07"W	72.70'
T13	N61°42'59"W	54.65'
T14	N38°50'58"W	32.46'
T15	N63°27'06"W	66.22'
T16	N88°27'12"W	22.84'
T17	N59°33'08"E	36.50'
T18	N35°54'03"E	35.78'
T19	N47°18'39"E	43.65'
T20	N25°59'25"E	26.75'
T21	N00°35'52"W	59.19'
T23	S32°32'26"E	138.95'
T24	S31°23'41"E	22.48'

0 50 100 200
SCALE:1"=100'

See Sheet 2 for Notes, Basis of Bearings and Legend

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

BEING ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.
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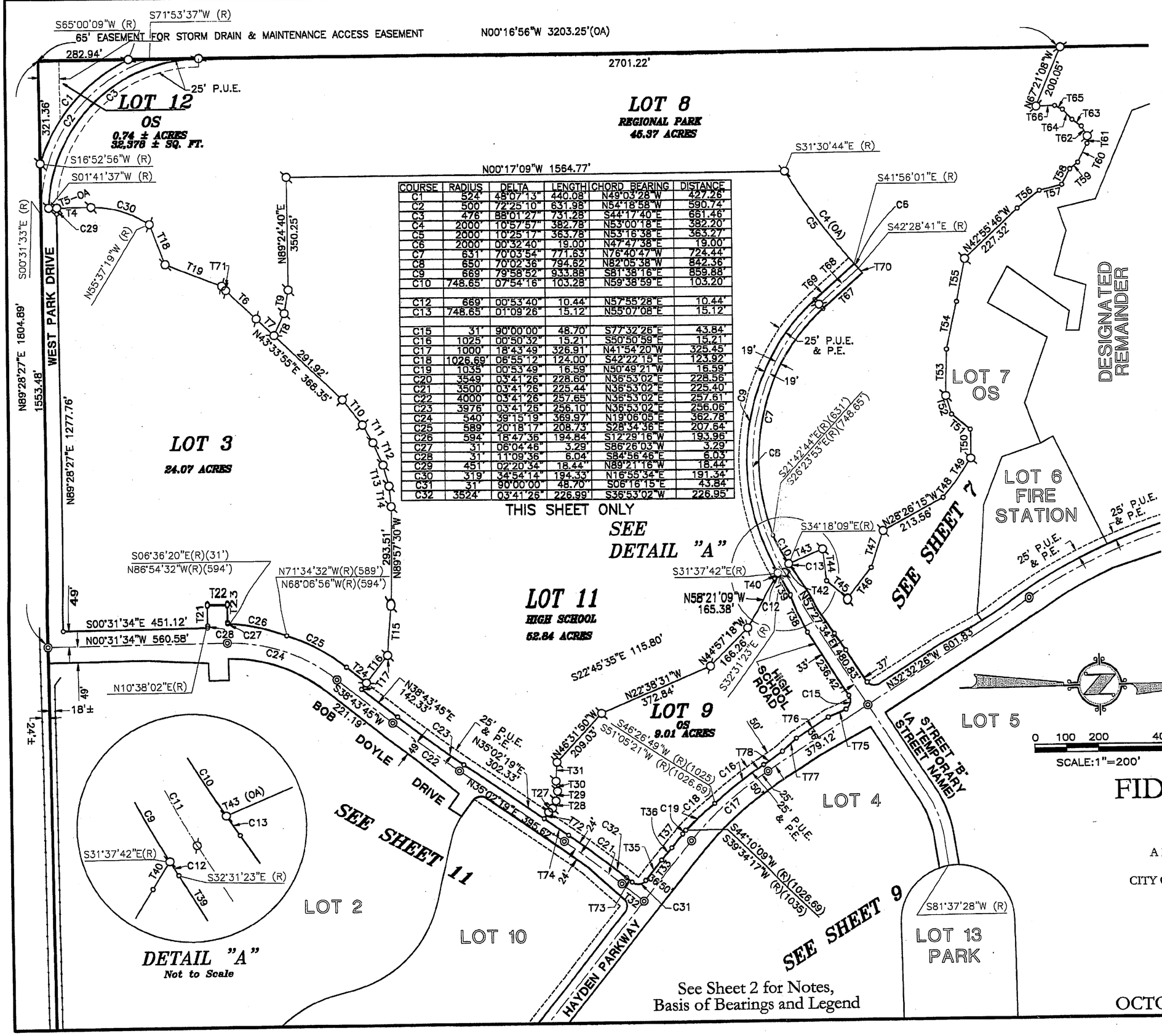

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	524'	45°07'13"	440.08'	N49°03'28"W	427.26'
C2	500'	72°25'10"	631.98'	N54°18'58"W	590.74'
C3	476'	88°01'27"	731.28'	S44°17'40"E	661.46'
C4	2000'	10°57'57"	382.78'	N53°00'18"E	382.20'
C5	2000'	10°25'17"	363.78'	N53°16'38"E	363.27'
C6	2000'	00°32'40"	19.00'	N47°47'38"E	19.00'
C7	631'	70°03'54"	771.63'	N76°40'47"W	724.44'
C8	650'	70°02'36"	794.62'	N82°05'38"W	842.36'
C9	669'	79°58'52"	933.88'	S81°38'16"E	859.88'
C10	748.65'	07°54'16"	103.28'	N59°38'59"E	103.20'
C12	669'	00°53'40"	10.44'	N57°55'28"E	10.44'
C13	748.65'	01°09'26"	15.12'	N55°07'08"E	15.12'
C15	31'	90°00'00"	48.70'	S77°32'26"E	43.84'
C16	1025'	00°50'32"	15.21'	S50°50'59"E	15.21'
C17	1000'	18°43'49"	326.91'	N41°54'20"W	325.45'
C18	1026.69'	06°55'12"	124.00'	S42°22'15"E	123.92'
C19	1035'	00°53'49"	16.59'	N50°49'21"W	16.59'
C20	3549'	03°41'26"	228.60'	N36°53'02"E	228.56'
C21	3500'	03°41'26"	225.44'	N36°53'02"E	225.40'
C22	4000'	03°41'26"	257.65'	N36°53'02"E	257.61'
C23	3976'	03°41'26"	256.10'	N36°53'02"E	256.06'
C24	540'	39°15'19"	369.97'	N19°06'05"E	362.78'
C25	589'	20°18'17"	208.73'	S28°34'36"E	207.64'
C26	594'	18°47'36"	194.84'	S12°29'16"W	193.96'
C27	31'	06°04'46"	3.29'	S86°26'03"W	3.29'
C28	31'	11°09'36"	6.04'	S84°56'46"E	6.03'
C29	451'	02°20'34"	18.44'	N89°21'16"W	18.44'
C30	319'	34°54'14"	194.33'	N16°55'34"E	191.34'
C31	31'	90°00'00"	48.70'	S06°16'15"E	43.84'
C32	3524'	03°41'26"	226.99'	S36°53'02"W	226.95'

COURSE	BEARING	DISTANCE
T4	N00°31'33"W	106.90'
T5	N00°31'33"W	131.92'
T6	N43°28'08"E	131.52'
T7	N43°33'55"E	76.43'
T8	N65°00'36"W	75.86'
T9	N79°48'17"W	75.42'
T10	N51°39'59"E	99.08'
T11	N59°33'14"E	64.69'
T12	N66°10'40"E	77.10'
T13	N74°38'06"E	68.04'
T14	N84°08'54"E	64.31'
T15	N85°33'55"W	152.85'
T16	N51°16'15"W	107.88'
T17	N51°16'15"W	132.88'
T18	N68°56'46"E	133.67'
T19	N21°28'24"E	188.27'
T21	N89°28'26"E	59.45'
T22	N00°31'34"W	62.00'
T23	N89°28'26"E	50.41'
T24	N38°43'45"E	78.86'
T27	N44°08'19"W	17.46'
T28	N64°30'06"W	25.74'
T29	N80°13'30"W	31.07'
T30	N81°28'29"E	32.03'
T31	N86°31'10"W	60.83'
T32	N38°43'45"E	89.22'
T33	N51°16'15"W	241.76'
T35	N51°16'15"W	81.75'
T36	N50°07'30"W	49.72'
T37	N51°15'53"W	55.30'
T38	N63°26'03"E	120.69'
T39	N58°40'43"E	67.60'
T40	N58°13'58"W	20.40'
T43	N22°45'35"W	115.80'
T44	N82°57'16"E	99.55'
T45	N38°40'43"E	84.90'
T46	N51°51'43"W	118.06'
T47	N71°54'28"W	120.94'
T48	N51°01'46"W	59.72'
T49	N56°37'33"W	90.10'
T50	N89°23'31"E	90.57'
T51	N38°56'24"E	73.86'
T52	N72°54'30"E	60.14'
T53	N88°32'33"W	144.43'
T54	N77°39'04"W	152.18'
T55	N79°05'05"W	136.18'
T56	N37°31'41"W	89.37'
T57	N14°00'07"W	72.70'
T58	N61°42'59"W	54.65'
T59	N38°50'58"W	32.46'
T60	N63°27'06"W	66.22'
T61	N88°27'12"W	22.84'
T62	N59°33'08"E	36.50'
T63	N35°54'03"E	35.78'
T64	N47°18'39"E	43.65'
T65	N25°59'25"E	26.75'
T66	N00°35'52"W	59.19'
T67	N41°38'50"W	165.80'
T68	N41°38'50"W	165.80'
T69	N41°38'50"W	165.62'
T70	N48°21'10"E	19.00'
T71	N47°50'15"E	18.71'
T72	N54°57'41"W	25.00'
T73	S38°43'45"W	22.22'
T74	S35°02'19"W	93.29'
T75	S23°04'41"E	60.83'
T76	S32°32'26"E	120.00'
T77	S42°00'10"E	60.83'
T78	S38°18'11"E	75.12'

See Sheet 2 for Notes, Basis of Bearings and Legend

FINAL MAP OF FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

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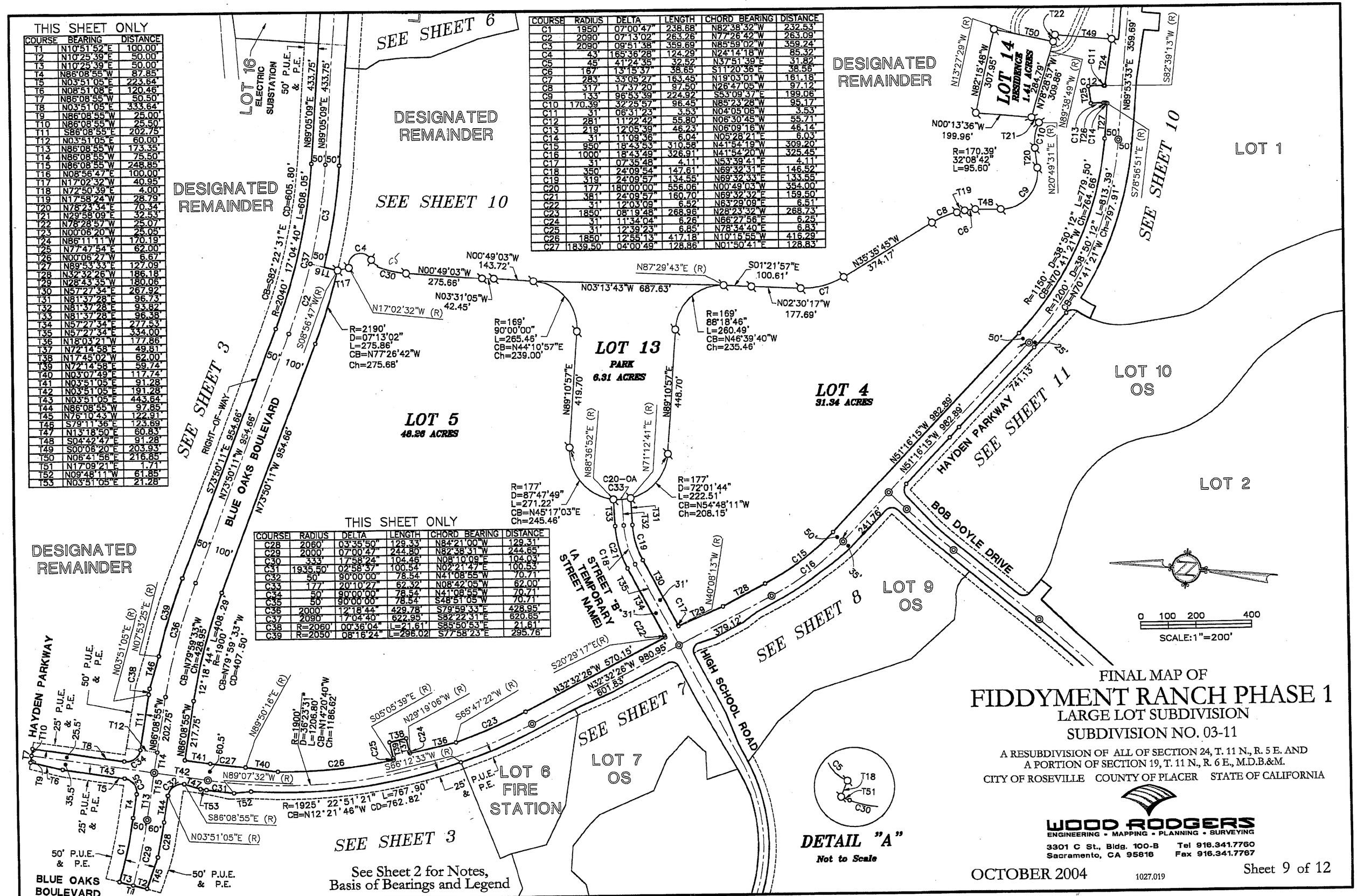
COURSE	BEARING	DISTANCE
T1	N10°51'52"E	100.00'
T2	N10°25'39"E	50.00'
T3	N10°25'39"E	50.00'
T4	N86°08'55"W	87.85'
T5	N03°51'05"E	223.64'
T6	N08°51'08"E	120.46'
T7	N86°08'55"W	50.50'
T8	N03°51'05"E	333.64'
T9	N86°08'55"W	25.00'
T10	N86°08'55"W	25.50'
T11	S86°08'55"E	202.75'
T12	N03°51'05"E	60.00'
T13	N86°08'55"W	173.35'
T14	N86°08'55"W	75.50'
T15	N86°08'55"W	248.85'
T16	N08°56'47"E	100.00'
T17	N17°02'32"W	40.95'
T18	N72°50'39"E	4.00'
T19	N17°58'24"W	28.79'
T20	N78°23'34"E	70.34'
T21	N29°58'09"E	32.53'
T22	N78°28'57"W	25.07'
T23	N00°06'20"W	25.05'
T24	N86°11'11"W	170.19'
T25	N77°47'54"E	62.00'
T26	N00°06'27"W	6.67'
T27	N89°53'33"E	127.09'
T28	N32°32'26"W	186.18'
T29	N28°43'35"W	180.06'
T30	N57°27'34"E	267.92'
T31	N81°37'28"E	96.73'
T32	N81°37'28"E	93.82'
T33	N81°37'28"E	96.38'
T34	N57°27'34"E	277.53'
T35	N57°27'34"E	334.00'
T36	N18°03'21"W	177.86'
T37	N72°14'58"E	49.81'
T38	N17°45'02"W	62.00'
T39	N72°14'58"E	59.74'
T40	N03°07'49"E	117.74'
T41	N03°51'05"E	91.28'
T42	N03°51'05"E	191.28'
T43	N03°51'05"E	443.64'
T44	N86°08'55"W	97.85'
T45	N76°10'43"W	122.91'
T46	S79°11'36"E	123.69'
T47	N13°18'50"E	60.83'
T48	S04°42'47"E	91.28'
T49	S00°06'20"E	203.93'
T50	N06°41'56"E	216.85'
T51	N17°09'21"E	1.71'
T52	N09°48'11"W	61.85'
T53	N03°51'05"E	21.28'

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	1950'	07°00'47"	238.68'	N82°38'32"W	232.53'
C2	2090'	07°13'02"	263.26'	N77°26'42"W	263.09'
C3	2090'	09°51'38"	359.69'	N85°59'02"W	359.24'
C4	43'	165°36'28"	124.29'	N24°14'18"W	85.32'
C5	45'	41°24'35"	32.52'	N37°51'39"E	31.82'
C6	167'	13°15'37"	38.65'	S11°20'36"E	38.56'
C7	283'	33°05'27"	163.45'	N19°03'01"W	161.18'
C8	317'	17°37'20"	97.50'	N26°47'05"W	97.12'
C9	133'	96°53'39"	224.92'	S53°09'37"E	199.06'
C10	170.39'	32°25'57"	96.45'	N85°23'28"W	95.17'
C11	31'	06°31'23"	3.53'	N04°05'06"W	3.53'
C12	281'	11°22'42"	55.80'	N06°30'45"W	55.71'
C13	219'	12°05'39"	46.23'	N06°09'16"W	46.14'
C14	31'	11°09'36"	6.04'	N05°26'21"E	6.03'
C15	950'	18°43'53"	310.58'	N41°54'19"W	309.20'
C16	1000'	18°43'49"	326.91'	N41°54'20"W	325.45'
C17	31'	07°35'48"	4.11'	N53°39'41"E	4.11'
C18	350'	24°09'54"	147.61'	N69°32'31"E	146.52'
C19	319'	24°09'57"	134.55'	N69°32'33"E	133.55'
C20	177'	180°00'00"	556.06'	N00°49'03"W	354.00'
C21	381'	24°09'57"	160.70'	N69°32'32"E	159.50'
C22	31'	12°03'09"	6.52'	N63°29'09"E	6.51'
C23	1850'	08°19'48"	268.96'	N28°23'32"W	268.73'
C24	31'	11°34'04"	6.26'	N66°27'56"E	6.25'
C25	31'	12°39'23"	6.85'	N78°34'40"E	6.83'
C26	1850'	12°55'13"	417.18'	N10°15'55"W	416.29'
C27	1839.50'	04°00'49"	128.86'	N01°50'41"E	128.83'

THIS SHEET ONLY

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C28	2060'	03°35'50"	129.33'	N84°21'00"W	129.31'
C29	2000'	07°00'47"	244.80'	N82°38'31"W	244.65'
C30	333'	17°58'24"	104.46'	N08°10'09"E	104.03'
C31	1935.50'	02°58'37"	100.54'	N02°21'47"E	100.53'
C32	50'	90°00'00"	78.54'	N41°08'55"W	70.71'
C33	177'	20°10'27"	62.32'	N08°42'05"W	62.00'
C34	50'	90°00'00"	78.54'	N41°08'55"W	70.71'
C35	50'	90°00'00"	78.54'	S48°51'05"W	70.71'
C36	2000'	12°18'44"	429.78'	S79°59'33"E	428.95'
C37	2090'	17°04'40"	622.95'	S82°22'31"E	620.65'
C38	R=2060'	00°36'04"	L=21.61'	S85°50'53"E	21.61'
C39	R=2050'	08°16'24"	L=296.02'	S77°58'23"E	295.76'



See Sheet 2 for Notes, Basis of Bearings and Legend

FINAL MAP OF

FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

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SUN CITY ROSEVILLE
BOOK "S" MAPS PAGE 58

HIGHWAY EASEMENT TO COUNTY OF PLACER PER 2089 O.R. 416

25' SEWER EASEMENT TO CITY OF ROSEVILLE PER D.N. 2001-0079231

25' SEWER EASEMENT TO CITY OF ROSEVILLE PER D.N. 2001-0094707

GRANT DEED TO COUNTY OF PLACER PER 2454 O.R. 136

FIDDYMENT ROAD

N00°26'58"W 1322.94'

N00°27'05"W 2523.07'

1547.38'

S00°27'05"E 1124.50'

975.70'

N00°27'05"W 1044.35'

73.00'

20'±

28'±

38'

48'

134.51'

N89°28'27"E 30.00'

N00°27'05"W 123.12'

T16

T44

35' SEWER EASEMENT TO CITY OF ROSEVILLE PER D.N. 2001-0079231

35' P.U.E. & P.E.

237.30'

N68°32'37"W

BLUE OAKS BLVD

LOT 18

LOT 17

LOT 16

ELECTRIC SUBSTATION

LOT 15

SEE SHEET 6

N89°05'09"E 1603.96'

1170.21'

50' P.U.E. & P.E.

50'

THIS SHEET ONLY

N78°07'15"W 305.90'

COURSE	BEARING	DISTANCE
T1	N00°54'51"W	100.00'
T2	N89°05'09"E	79.83'
T3	N00°54'51"W	50.00'
T4	N01°18'24"W	25.39'
T5	N36°10'51"W	56.34'
T6	N11°19'09"W	80.27'
T7	N06°39'36"W	105.66'
T8	N17°36'22"W	150.48'
T9	N74°31'26"E	30.27'
T10	N80°00'01"W	30.22'
T11	N73°07'35"E	102.44'
T12	N52°59'54"E	83.66'
T13	N82°44'31"E	82.94'
T14	N60°57'57"W	36.04'
T15	N36°16'36"W	97.64'
T16	S00°27'05"E	123.12'
T17	N00°26'58"W	306.35'
T18	N03°21'52"E	152.40'
T19	N86°15'35"E	50.00'
T20	N01°44'25"W	42.00'
T21	N88°15'35"E	57.73'
T22	N04°18'44"E	120.42'
T23	N00°27'05"W	201.39'
T24	N89°53'33"E	226.33'
T25	N88°44'49"E	225.04'
T26	N89°53'33"E	411.05'
T27	N86°17'47"W	11.11'
T28	N76°28'57"W	25.07'
T29	N29°58'09"E	92.53'
T30	N78°23'34"E	70.34'
T31	N17°58'24"W	28.79'
T32	N72°50'58"W	4.00'
T33	N17°02'32"W	40.95'
T34	N08°56'47"E	100.00'
T35	N28°44'34"E	9.13'
T36	N70°24'54"W	47.00'
T37	N28°44'34"E	19.44'
T38	N89°53'33"E	219.47'
T39	N00°06'27"W	50.50'
T40	N89°53'33"E	62.00'
T41	N00°06'27"W	60.08'
T42	N69°53'33"E	197.60'
T43	N86°57'42"W	225.04'
T44	N89°28'27"E	43.00'
T45	N86°17'36"W	182.08'
T46	S17°09'21"W	1.71'
T47	S03°31'05"E	42.45'
T48	S00°49'03"E	143.72'
T49	S01°21'57"E	100.61'
T50	S04°42'47"E	91.28'
T51	N06°41'56"E	216.85'
T52	N00°06'20"W	228.72'

CENTERLINE OF TEMPORARY 30' WIDE INGRESS/EGRESS EASEMENT APPURTENANT TO LOT 14

SEE SHEETS 1 & 11

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C1	45'	41°24'35"	32.52'	N37°51'36"E	31.82'
C2	45'	165°36'28"	124.29'	N24°14'18"W	85.32'
C3	2090'	09°51'38"	359.69'	N84°59'02"W	359.24'
C4	170.39'	32°25'57"	96.45'	N85°23'28"W	95.17'
C5	133'	96°53'39"	224.92'	N53°09'36"W	199.06'
C6	317'	17°37'20"	97.50'	N26°47'04"W	97.12'
C7	283'	33°05'27"	163.45'	N19°03'02"W	161.18'
C8	167'	13°15'37"	38.65'	N11°20'36"W	38.56'
C9	31'	01°35'56"	0.87'	N27°56'36"E	0.87'
C10	269'	09°09'28"	43.00'	N24°09'50"E	42.95'
C11	222'	09°09'28"	35.48'	N24°09'50"E	35.45'
C12	31'	11°09'56"	6.04'	N05°28'51"E	6.04'
C13	48'	73°14'33"	61.36'	N06°54'27"W	57.27'
C14	36'	28°16'03"	17.76'	N13°34'49"E	17.58'
C15	269'	33°34'16"	157.61'	N02°47'58"E	155.37'
C16	31'	07°20'45"	3.97'	S03°46'50"E	3.97'
C17	22'	14°01'42"	5.39'	S35°43'25"W	5.37'
C18	333'	17°58'24"	104.46'	S08°10'09"W	104.03'
C19	31'	84°53'43"	45.93'	S45°48'44"W	41.84'
C20	31'	91°17'20"	49.39'	S46°05'45"E	44.33'
C21	31'	90°20'38"	48.88'	S44°43'14"W	43.97'

N25°14'12"W 182.59'

T1 T2 T3 T4 T5 T6 T7 T8 T9 T10 T11 T12 T13 T14 T15

433.75'

S89°05'09"W 353.92'

R=2190'
09°51'38"
L=376.90'
N85°59'02"W
376.43'

C3

50' P.U.E. & P.E.

DESIGNATED REMAINDER

See Detail "A" Sheet 9

T32 T46 C2 C18 T33 T34

N17°02'32"W (R)

N00°49'03"W 275.66'

T47 T48

S03°13'43"E 687.63'

T49

N02°30'17"W 177.69'

C7

N35°35'45"W 374.17'

C6 T31 T50 C8 C5 T30 C4

SEE SHEET 9

S 62°51'23" E (R)

DESIGNATED REMAINDER

LOT 5

LOT 13 REGIONAL PARK

LOT 4

LOT 14

N82°15'48"W 307.95'

199.96

N00°13'36"W

T51 T52 T28 T27 T29

25.50'

50'

T38 T45 T39 T40 T41 T42 T43 T24 T25 T26

N89°53'33"E 1312.52'

N89°53'33"E 353.31'

N78°56'51"W (R)

C12 50.50'

C16 N82°32'48"E (R)

LOT 1
41.03 ACRES

0 100 200 400
SCALE:1"=200'

1506.18'

N89°28'27"E 1549.18'

PHILLIP ROAD (PRESCRIPTIVE RIGHT-OF-WAY LIMITS)

N89°28'27"E 5252.21' (OA)

T44

R=1200' 38°50'12" L=813.39'
CB=N70°41'21"W Ch=797.91'

R=1250' 27°32'12" L=600.76'
CB=N76°20'21"W Ch=594.99'

C17 C11 T36 C15 C10 T35 C9

N13°59'10"W 166.33'

R=269'
D=42°43'44"
L=200.61' (T)
CB=S07°22'42"W
Ch=195.99'

R=269'
D=29°08'21"
L=136.81'
CB=S28°33'20"E
Ch=135.34'

N43°07'31"W 179.83'

R=482'
D=17°10'05"
L=144.43'
CB=S34°32'28"E
Ch=143.89'

R=383'
D=25°24'13"
L=169.81'
CB=N13°15'20"W
Ch=168.43'

N25°57'26"W 130.49'

C14 C13

N44°28'17"E 23.68'

N03°04'22"W 106.44'

SEE SHEET 11

19'± 22'±

HAYDEN PARKWAY

25' P.U.E. & P.E.

BOB DOYLE DRIVE

LOT 10 OS

STREET "B" (A TEMPORARY STREET NAME)

See Sheet 2 for Notes, Basis of Bearings and Legend

FINAL MAP OF

FIDDYMENT RANCH PHASE 1

LARGE LOT SUBDIVISION

SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

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See Sheet 2 for Notes, Basis of Bearings and Legend

LOT 4

LOT 9 OS

LOT 11

LOT 3

LOT 2
33.56 ACRES

LOT 10 OS
18.33 ACRES

LOT 14
RESIDENCE

DESIGNATED REMAINDER

LOT 1

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

HAYDEN PARKWAY

BOB DOYLE DRIVE

WEST PARK DRIVE

FIDDYMENT ROAD

PHILLIP ROAD (PRESCRIPTIVE RIGHT-OF-WAY LIMITS)

25' P.U.E. & P.E.

35' P.U.E. & P.E.

See Detail "A"

See Detail "B"

See Detail "C"

N89°53'33"E 1312.52'

N89°28'27"E 1898.14'

1587.11'

262.03'

CENTERLINE DATA FOR TEMPORARY 30 FOOT WIDE INGRESS/EGRESS EASEMENT APPURTENTANT TO LOT 14

COURSE	RADIUS	DELTA	LENGTH	CHORD BEARING	DISTANCE
C27	R=150'	36°34'07"	L=95.74'	CB=N63°23'35"W	Ch=94.12'
C28	R=250'	41°21'05"	L=180.43'	CB=N65°47'03"W	Ch=176.54'
C29	R=150'	42°33'10"	L=111.40'	CB=N65°11'01"W	Ch=108.86'
C30	R=700'	15°20'04"	L=187.34'	CB=N78°47'34"W	Ch=186.79'
C31	R=75'	71°28'43"	L=93.57'	CB=N35°23'11"W	Ch=87.61'
C32	R=100'	59°33'03"	L=103.94'	CB=N73°40'58"W	Ch=99.32'

COURSE	BEARING	DISTANCE
T26	N81°40'38"W	28.74'
T27	N45°06'31"W	109.86'
T28	N86°27'36"W	176.00'
T29	N86°27'36"W	6.23'
T30	N71°07'32"W	262.49'
T31	N78°28'57"W	37.49'
T32	N06°41'56"E	139.79'
T33	N43°54'26"W	348.09'
T34	S00°27'05"E	134.51'

TEMPORARY 30 FOOT WIDE INGRESS/EGRESS EASEMENT APPURTENANT TO LOT 14. SEE SHEET 1

THIS SHEET ONLY

COURSE	BEARING	DISTANCE
T1	N51°41'39"W	156.02'
T2	N28°44'34"E	9.18'
T4	N44°28'17"E	23.68'
T5	N03°04'22"W	106.44'
T6	N55°01'53"W	4.00'
T8	N40°01'17"W	122.24'
T9	N55°35'21"W	129.03'
T10	N14°55'34"W	51.90'
T11	N53°57'41"W	51.70'
T12	N35°02'19"E	277.24'
T13	N41°47'40"E	151.04'
T14	N52°24'57"W	50.04'
T15	N38°43'45"E	89.22'
T16	N89°28'27"E	49.00'
T17	N00°31'34"W	318.77'
T18	N02°17'17"E	182.08'
T19	N89°28'26"E	49.92'
T20	N00°31'34"W	62.00'
T21	N89°28'26"E	58.87'
T22	N38°43'45"E	221.19'
T23	N39°39'32"E	174.34'
T24	N53°57'41"W	39.85'
T25	N33°42'47"E	47.00'
T26	N10°46'21"W	128.86'

COURSE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	R=1225'	00°39'06"	L=13.93'	CB=S51°35'48"E	Ch=13.93'
C2	R=31'	80°26'22"	L=43.52'	CB=S11°28'28"E	Ch=40.04'
C3	R=269'	09°09'28"	L=43.00'	CB=N24°09'50"E	Ch=42.95'
C4	R=269'	42°43'44"	L=200.61'	CB=N07°22'42"E	Ch=195.99'
C5	R=269'	33°34'16"	L=157.61'	CB=N28°33'20"W	Ch=155.37'
C6	R=269'	29°08'21"	L=136.81'	CB=N28°33'20"W	Ch=135.34'
C7	R=482'	17°10'05"	L=144.43'	CB=N34°32'28"W	Ch=143.89'
C8	R=383'	25°24'13"	L=169.81'	CB=N13°15'20"W	Ch=168.43'
C9	R=36'	28°16'03"	L=17.76'	CB=N13°34'49"E	Ch=17.58'
C10	R=48'	73°14'33"	L=61.36'	CB=N08°54'26"W	Ch=57.27'
C11	R=48'	63°12'43"	L=52.96'	CB=N03°21'45"E	Ch=50.31'
C12	R=36'	28°08'18"	L=17.68'	CB=N14°10'27"W	Ch=17.50'
C13	R=342'	39°54'59"	L=238.26'	CB=N20°03'47"W	Ch=233.47'
C14	R=317'	15°34'03"	L=86.13'	CB=N47°48'19"W	Ch=85.87'
C15	R=422'	40°39'46"	L=299.49'	CB=N35°15'29"W	Ch=293.25'
C16	R=231'	20°47'01"	L=83.79'	CB=N66°40'44"W	Ch=83.33'
C17	R=231'	23°06'33"	L=93.17'	CB=N65°30'58"W	Ch=92.54'
C18	R=278'	02°19'32"	L=11.28'	CB=N55°07'27"W	Ch=11.28'
C19	R=3476'	01°45'45"	L=106.93'	CB=N35°55'12"E	Ch=106.92'
C20	R=3500'	03°41'26"	L=225.45'	CB=N36°53'02"E	Ch=225.41'
C21	R=4000'	03°41'26"	L=257.65'	CB=N36°53'02"E	Ch=257.61'
C22	R=4049'	01°47'39"	L=126.79'	CB=N37°49'56"E	Ch=126.78'
C23	R=540'	39°15'19"	L=369.97'	CB=N19°06'05"E	Ch=362.78'
C24	R=491'	38°54'39"	L=333.45'	CB=N19°16'26"E	Ch=327.08'
C25	R=31'	13°17'05"	L=7.19'	CB=N83°53'02"W	Ch=7.17'
C26	R=31'	07°20'45"	L=3.97'	CB=N85°48'04"E	Ch=3.97'
C34	R=22'	12°12'23"	L=4.69'	CB=N60°03'52"W	Ch=4.68'
C35	R=31'	89°00'00"	L=48.15'	CB=N09°27'41"W	Ch=43.46'
C36	R=31'	86°56'05"	L=47.04'	CB=N85°15'43"E	Ch=42.65'

0 100 200 400
SCALE:1"=200'

DETAIL "B"
Not to Scale

DETAIL "C"
Not to Scale

DETAIL "A"
Not to Scale

FINAL MAP OF FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A RESUBDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

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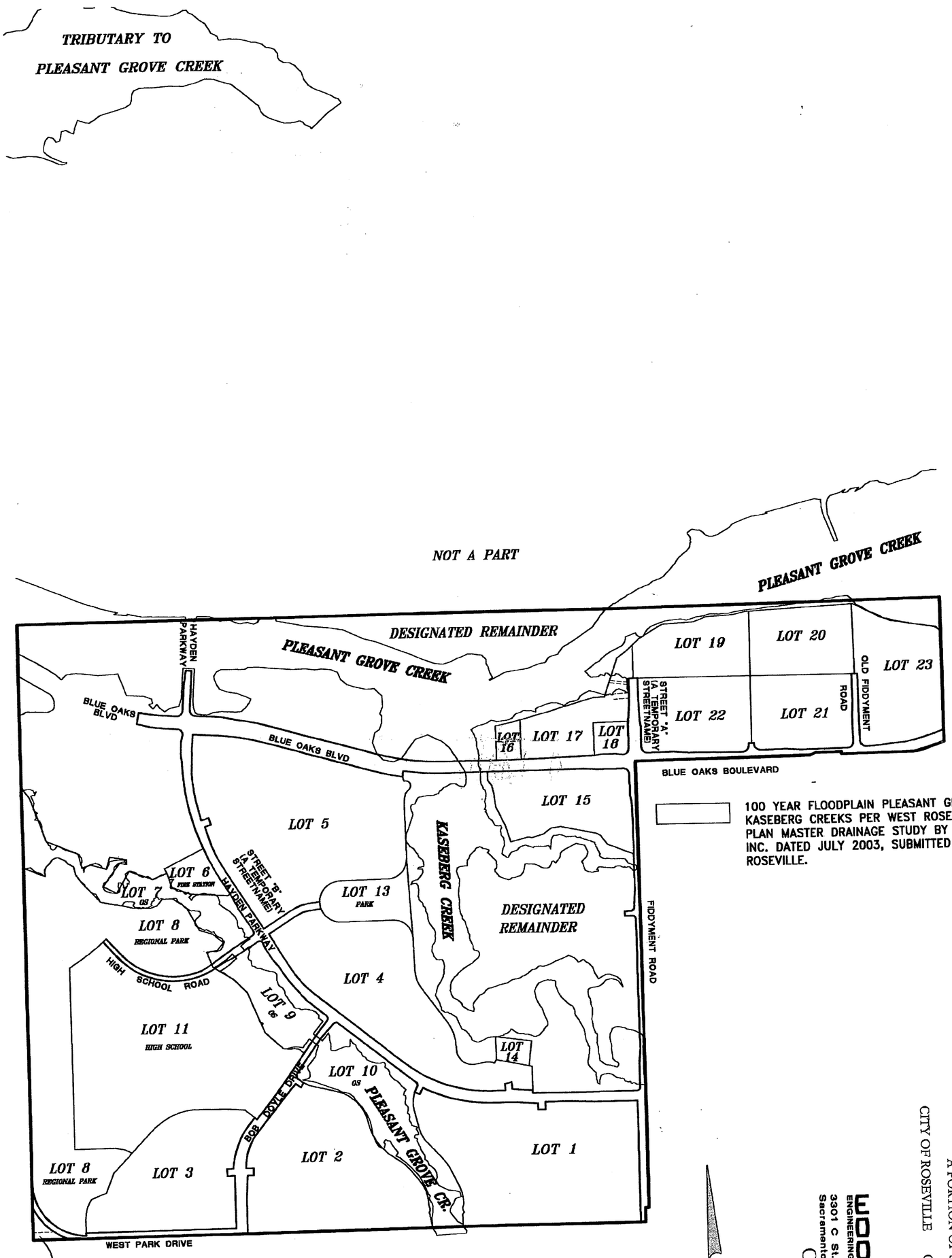

LOCAL AGENCY INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES, AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCES, AND DESCRIBES CONDITIONS AS OF THE DATE OF THE FILING. SUCH ADDITIONAL INFORMATION IS NOT INTENDED TO AFFECT THE RECORD TITLE INTEREST. ADDITIONAL INFORMATION MAY HAVE BEEN DERIVED FROM PUBLIC RECORDS OR REPORTS, AND ITS INCLUSION HEREON DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY PREPARER OF THIS ADDITIONAL MAP SHEET.

FINAL MAP OF
FIDDYMENT RANCH PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION NO. 03-11

A REDIVISION OF ALL OF SECTION 24, T. 11 N., R. 5 E. AND A PORTION OF SECTION 19, T. 11 N., R. 6 E., M.D.B.&M.

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BOOK AA OF MAPS, PAGE 10

COUNCIL COMMUNICATION

CC #: 1267
File #: 0800-02

Title:	2021 Water Quality and Landfill Gas Monitoring and Reporting Services - Professional Services Agreement
Contact:	Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional services agreement with Jacobs Engineering Group, Inc. for 2021 Water Quality and Landfill Gas Monitoring and Reporting Services, and authorize the City Manager to execute it.

BACKGROUND

The closure of the Roseville Sanitary Landfill was completed in late 1995 in accordance with Waste Discharge Requirements (WDR) Order No.94-015 and the California Code of Regulations Article 5, Title 23. From these regulations came state-mandated post-closure requirements to establish a groundwater and landfill gas-monitoring program for the site.

Since June 1994, the City has conducted groundwater monitoring at the landfill and has hired the engineering firm, Jacobs Engineering Group, Inc. (formerly CH2MHILL), to review data and report on the nature of any release from the landfill to the groundwater. Jacobs Engineering Group, Inc.'s annual water quality report has established baseline water quality parameters and evaluates the effectiveness of the landfill closure. Generally, it takes a number of years of groundwater monitoring and analysis to determine if a landfill closure has been effective.

At this time, further monitoring and reporting is required. The site was recently issued new WDR's by the Central Valley Regional Water Quality Control Board (RWQCB).

Also for Council consideration, is the preparation of the Year 2021 Semi-Annual and Annual Water Quality and Landfill Gas Monitoring and Reporting which includes:
• Data compilation and analysis for all data collected between March 2021 and March 2022.
• Semi-annual and annual report preparation and submission to the RWQCB for approval.

The recommended agreement will continue to combine the water quality and landfill gas monitoring and reporting services. The cost will also include $14,695 for regulatory assistance for the Saugstad Park site.

Staff recommends approval of this professional services agreement for the following reasons:

- Jacobs Engineering Group, Inc. has developed an excellent working relationship with representatives of the Department of Resource Recycling and Recovery (CalRecycle), the Regional Water Quality Control Board (RWQCB) and Placer County Health (Local Enforcement Agency). Representatives from these agencies have developed a trust in Jacobs Engineering Group, Inc.'s abilities, performance and recommendations as to the best course of action to take when dealing with issues from the site.

- Staff is confident the firm's comprehensive understanding of Roseville's landfill gas and water issues will ensure the City a successful, state-approved landfill closure.

- Jacobs Engineering Group has been involved with the project since 1994 and has institutional knowledge and expertise.

FISCAL IMPACT

The recommended professional services agreement, with a total not-to-exceed amount of $248,887, will be funded by the Waste Services Operations Fund and is budgeted in FY2020-21.

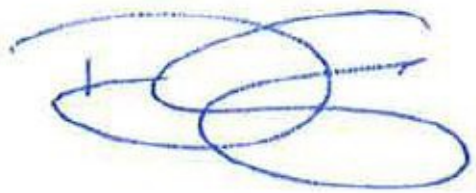
ENVIRONMENTAL REVIEW

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 approval of a professional services agreement for Water Quality and Landfill Gas Monitoring and Reporting services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Devin Whittington, Refuse and Stormwater Manager

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-051

Professional Services Agreement

RESOLUTION NO. 21-051

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

WHEREAS, a professional services agreement for the 2021 Water Quality and Landfill Gas Monitoring and Reporting Services project, between the City of Roseville and Jacobs Engineering Group, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

2021 Water Quality and Landfill Gas Monitoring and Reporting Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the 2021 Water Quality and Landfill Gas Monitoring and Reporting Services and Other Regulatory-Required Technical Assistance for the Closed City of Roseville Sanitary Landfill and Related Solid Waste Services Technical and Regulatory Assistance; and

WHEREAS, CONSULTANT has prepared a proposal dated November 25, 2020, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A". Total compensation shall not exceed two hundred forty-eight thousand, eight hundred seventy-seven dollars ($248,877).

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.

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

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

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

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

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE	CONSULTANT
Devin Whittington 2005 Hilltop Circle Roseville, CA 95747	Dan Chern, Project Manager 2485 Natomas Park Drive, Ste. 600 Sacramento, CA 95833

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Signed on behalf of Richard Plecker
Devin Whittington
RICHARD D. PLECKER
Environmental Utilities Director

JACOBS ENGINEERING GROUP, INC.,
a ~~California~~ Delaware corporation

BY: _____
its: Justin Johnson
Vice President

and

BY: _____
its: Justin Johnson
Secretary

JACOBS ENGINEERING GROUP INC. CORPORATE SEAL 1987 DELAWARE

EXHIBIT “A”

2485 Natomas Park Drive,
Suite 600
Sacramento, California 95833
United States
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www.jacobs.com

Mr. Devin Whittington
Solid Waste Utility Manager
Environmental Utilities
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

November 25, 2020

Subject: Proposal for 2021 Water Quality and Landfill Gas Monitoring and Reporting Services and Other Regulatory-Required Technical Assistance for the Closed City of Roseville Sanitary Landfill and Related Solid Waste Services Technical and Regulatory Assistance

Dear Mr. Whittington,

Jacobs Engineering Group Inc. (Jacobs) is pleased to provide this proposal to the City of Roseville (City) for regulatory-required water quality and landfill gas monitoring and reporting services during 2021 and additional regulatory-required technical support for compliance at the closed Roseville Landfill located at Galleria Boulevard and Berry Street. This letter presents the proposed scope of work and fees for Jacobs to provide these services in accordance with the following documents:

- The *Post-Closure Maintenance Plan* (PCMP), initially approved for the landfill closure in 1994/1995, and revised in December 2016
- Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP), Order Number R5-2019-0054, revised June 7, 2019 (Revised MRP)

For cost efficiency, Jacobs proposes to continue using the following subcontractors for recurring scope in 2021: Blaine Tech for groundwater sampling and Pace Analytical for laboratory services. Blaine Tech has been performing the same work for this site under Jacobs since 2013 and is screened and approved through our health and safety program. Pace Analytical has provided laboratory analytical services since 2020.

We appreciate the opportunity to continue to provide the City with consulting services for the landfill. As we have for more than two decades, Jacobs will continue to perform water quality and landfill gas services work to meet regulatory deadlines with continuous efforts toward cost efficiencies. This proposal assumes that contract terms will be mutually agreed to as in previous years.

As requested by the City, Jacobs has included budget for additional technical and regulatory support for other related solid waste services, as directed by the City, separated into two separate tasks: Regulatory Assistance for the Roseville Landfill and Regulatory Assistance for Saugstad Park. The tasks for this work are summarized separately from the 2021 water quality and landfill gas monitoring and reporting services.

JACOBS

Scope of Work

Task A.1: Regulatory Assistance

Jacobs will continue to provide regulatory interface and support to the City, as directed by the City's project manager. This work will primarily consist of communicating with regulatory agencies regarding the status of the landfill gas and water quality monitoring and reporting programs, and coordinating and participating in meetings with the regulatory agencies and the City to discuss program status and concerns. As in previous years, this general regulatory assistance will be performed on a time-and-materials basis within the allowable budget as directed by the City. For this level of effort, Jacobs has assumed a total of 1 hour per month for 12 months (duration of this scope of work) for the project manager or senior technical consultant to interface with both Placer County Environmental Health as the Local Enforcement Agency (LEA) on issues related to landfill gas and public health and the Regional Water Quality Control Board, Central Valley Region (CVRWQCB) regarding groundwater, surface water, and storm water runoff quality. Additionally, Jacobs has assumed that up to two meetings would be held at the City office or landfill with the Jacobs project manager and one senior technical consultant attending. Meeting topics may include general landfill concerns, water quality issues, or regulatory issues affecting the landfill or reporting. For these two meetings, 16 total hours are budgeted for the project team for making preparations, attending strategy discussions with the City, attending meetings, providing summary-level action item notes, and providing as-needed follow-up documentation.

Task A.2: Groundwater and Surface Water Monitoring and Landfill Annual Facility Inspection

Subtask A.2.1: Groundwater and Surface Water Quality Sampling and Analyses

Jacobs will continue to subcontract Blaine Tech to provide labor, materials, equipment, and consumable supplies in order to conduct groundwater and surface water monitoring and sampling. Pace Analytical will conduct laboratory sample analysis in accordance with the Revised MRP dated June 7, 2019. Attachment A includes the analyte list, analytical method, and the sampling event. Prior to field sampling, Jacobs will coordinate sample bottles and chains of custody with the laboratory for delivery with proper sample containers, required preservatives, labels, and collection and submission requirements. One week prior to field sampling activities, Jacobs will notify CVRWQCB of the sampling date. Groundwater and surface water sampling activities will be conducted semiannually in the first and third quarters of 2021 for the 13 groundwater monitoring wells and three surface water locations. Each of the two sampling events is assumed to be completed within 3 days. Table B-1 of Attachment B provides a list of groundwater and surface water monitoring locations and their sampling frequencies. The sampling team will measure depth to groundwater, perform groundwater sampling, obtain field parameters, fill the required sample containers, maintain field notes in accordance with the Revised MRP, and ship the samples daily to the laboratory for analysis. The sampling team will obtain field water quality parameters, perform surface water sampling, and fill the required sample containers at surface water locations. At the completion of the sampling event, field notes, calibration logs, inspection notes, and chain-of-custody forms will be compiled. Laboratory data will be validated as part of Jacobs's quality assurance/quality control program for incorporation into the Semiannual and Annual Monitoring Reports discussed in Subtasks A.3.1 and A.3.2, respectively.

Jacobs will attempt to perform the groundwater and surface water monitoring Subtask A.2.1 to coincide with the landfill gas sampling described in Task A.4. However, scheduling or weather conditions may prevent the work for these tasks from being conducted concurrently. As a contingency, additional hours and separate mobilization costs are included for each of these tasks.

The proposed budget for the groundwater and surface water quality sampling and analysis is reduced from the 2020 budget due to fewer analytes required this year and successful abandonment of MW-11 by Jacobs in 2019.

Subtask A.2.2: Annual Facility Inspection, Annual Facility Inspection Completion Report, and Landfill Standard Observations

Jacobs will perform one annual facility inspection of the landfill during third quarter 2021. The Revised MRP requires that the City conduct an annual facility inspection by September 30 each year and complete repairs by October 31 of each year. The annual facility inspection will include the City and two Jacobs staff, and will be up to 4 hours in duration. The City is responsible for completing the repairs identified during the inspection by October 31. This scope assumes that the City will send photos of the completed repairs to Jacobs to complete the Annual Facility Inspection Report.

The City will remain responsible for conducting landfill standard observations (the Revised MRP indicates a frequency of quarterly, but the City historically performs monthly observations) and significant storm event (2 inches or more precipitation within a 24-hour period) inspections in accordance with the Revised MRP. Jacobs will assist the City in monitoring the precipitation throughout the rainy season and will notify the City if a significant storm event occurs. The City will provide the landfill standard observations to Jacobs for review and inclusion in the First Semiannual and Second Semiannual/Annual Monitoring Reports (Subtasks A.3.1 and A.3.2, respectively), consistent with their current observation forms and processes.

Deliverables

Jacobs will provide the City with an e-mail documenting applicable observations and recommendations from the annual facility inspection for the City's review. After receiving photos of the completed repairs from the City, Jacobs will provide the City with an electronic draft of the Annual Facility Inspection Completion Report for review. The City will provide comments on the Annual Facility Inspection Completion Report within 1 week. Jacobs will incorporate comments received from the City and will finalize the Annual Facility Inspection Report. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and the LEA on or before the November 15, 2021 deadline. The Annual Facility Inspection Completion Report also will be included as an appendix in the Annual Monitoring Report as described in Subtask A.3.2.

Task A.3: Groundwater and Surface Water Quality Reporting

The groundwater and surface water quality reporting for 2021 consists of preparing and submitting the First Semiannual Monitoring Report to CVRWQCB by August 1, 2021 (Subtask A.3.1) and the Second Semiannual/Annual Monitoring Report by February 1, 2022 (Subtask A.3.2).

Subtask A.3.1: 2021 First Semiannual Monitoring Report

The 2021 First Semiannual Report will be prepared in accordance with Revised MRP, Reporting Section B.3.a.The report will present a summary of groundwater, surface water, and landfill gas monitoring data, as well as an evaluation of the effectiveness of the corrective action program. The report will include the following:

- Compliance summary
- Summary of standard observations and facility monitoring results
- Landfill gas monitoring results and discussion
- Groundwater and surface water monitoring results
- Updated figures, tables, and text from the previous annual report to reflect the most recent data
- Contour maps of groundwater elevations, total volatile organic compounds (VOCs), total dissolved solids, and stiff diagrams
- Evaluation of the corrective action progress and effectiveness

Deliverables

Jacobs will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) for review. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 2 weeks, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system, as required. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City and the LEA. Jacobs assumes that the City will not need hard copies, but only electronic copies. The final version of the First Semiannual Report will be submitted to the CVRWQCB on or before the August 1, 2021 deadline, assuming receipt of comments from the City on the draft report within 2 weeks of delivery from Jacobs.

Subtask A.3.2: 2021 Second Semiannual/Annual Monitoring Report

The 2021 Second Semiannual/Annual Monitoring Report will be prepared in accordance with the Revised MRP, Reporting Section B.3.b. The report will include the elements required in the semiannual report and the following:

- Summary of standard observations and facility monitoring results
- Year-end summary showing groundwater, surface water, and landfill gas monitoring results for the year indicating changes made or observed since the previous annual report
- Tabular and graphical summaries of the monitoring results, including representative time-series plots
- Hydrographs of each well showing the elevation of groundwater, top and bottom of the screened interval, and pump intake
- Historical monitoring data
- Updated statistical analysis along with new concentration limits
- Annual Facilities Inspection Completion Report (formerly called the Winterization Report, Section A.2.2)

Deliverables

Jacobs will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) to review. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 2 weeks, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system as required. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and LEA. The final version of the Second Semiannual/Annual Monitoring Report will be submitted to CVRWQCB on or before the February 1, 2022 deadline assuming receipt of comments from the City on the draft report within 2 weeks of delivery from Jacobs.

Task A.4: Landfill Gas Monitoring and Reporting

Landfill gas monitoring will be performed using the approved procedures and methods described in the PCMP semiannually for 15 permanent landfill gas monitoring wells and annually for 18 utility locations. Table B-2 of Attachment B provides a list of landfill gas monitoring locations and their sampling frequencies.

One Jacobs staff member will monitor the landfill gas monitoring locations listed in Table B-2 for methane, carbon dioxide, oxygen, and soil gas pressure using a LandTEC GEM 5000 or equivalent and VOCs using a MiniRae 3000 or equivalent. The instruments will arrive calibrated and will be checked in the field before monitoring begins. Landfill gas sampling activities are assumed to be completed in 1 day. A summary of

the field activities and results will be provided semiannually in accordance with California Code of Regulations (CCR) Title 27, Section 20934, and will include the following:

- The concentrations of methane and VOCs as measured at each monitoring well/probe and within each on-site structure
- The documentation of date, time, barometric pressure, atmospheric temperatures, general weather conditions, and probe pressures at the time the sample was taken or the probe was monitored
- The names of the sampling personnel, apparatus utilized, and brief description of the methods used
- Summary of visual inspections and repairs
- Figure showing gas monitoring locations

The report will be submitted to the LEA within 90 days of each monitoring event as required by CCR Title 27, Section 20934. Jacobs will perform gas monitoring and sampling during the first and third quarters 2021.

Deliverables

Jacobs will provide the City with an electronic draft version of each landfill gas monitoring report to review within 45 days of completion of a monitoring event. The City will provide comments on the report within 2 weeks. Jacobs will incorporate comments received from the City and will finalize the report. Jacobs will submit an electronic copy of the report to the City, LEA, and CVRWQCB. Additionally, a copy will be included as an appendix in the First Semiannual and Second Semiannual/Annual Water Quality Monitoring Reports described in Task A.3.

If applicable for the monitoring events, Jacobs will submit notification of detected exceedances of the reporting limit to the LEA and City by e-mail, followed by written notification along with the barometric pressure data corresponding to the exceedance. Note that exceedances are not anticipated; therefore, this scope and budget do not include confirmation sampling and analyses responding to any exceedances beyond the notification immediately following the detection. Should additional actions be required attributable to an exceedance, this activity could be addressed under Task A.7 (Contingency) or separately, as directed by the City.

Task A.5: Area B and Antelope Creek Evaluation

During the 2012 isosettlement survey, it was first noted that the eastern edge of Area B may potentially be affected by erosion from Antelope Creek. This area has been monitored during the annual facility inspection/winterization inspection. During the 2020 annual facility inspection, there did not appear to be major changes in creek bank conditions since the 2019 inspection.

Jacobs will perform several tasks to evaluate different options to protect the creek bank and Area B, and will include the following:

- Review the 2012 and 2017 isosettlement contours.
- Collect measurements from the edge of the creek bank to fixed locations before and after the rainy season to evaluate the amount of erosion.
- Review the flow analysis from the Antelope Creek Flood Control Project.

Deliverables

Jacobs will provide the City with a technical memorandum with an evaluation of the current condition of the creek bank near Area B. The document also will include up to two options for protecting the creek bank and Area B. It is assumed that this document will not require regulatory review or approval.

Task A.6: Financial Assurance

CCR Title 27, Sections 22212 and 22222 require that the City set aside funds to be used for post-closure maintenance and for corrective action in the case of a release. This requirement is reflected in Section F of the WDR, which states that the financial assurances report is due to the CVRWQCB by June 2 annually.

At the request of the City, Jacobs will prepare financial assurance support, including:

- Updated costs for post-closure maintenance and corrective actions.
- An addendum to the PCMP, if estimated costs or activities change and are required by regulatory agencies.

Task A.7: Landfill Contingency

A contingency budget has been included for the 2021 water quality and landfill gas work, as in previous years, to be used as directed by the City to address additional landfill environmental concerns should they arise. For example, if there is an exceedance of perimeter landfill gas monitoring well action levels, this task can be activated by the City to address the exceedance as required by regulations. Alternatively, for example, this task may be used to evaluate a failed pump in a groundwater monitoring well or to optimize the parameters list found in Table C.3 of the Revised MRP according to ongoing field conditions.

The budget for this task consists of up to 50 hours of labor and approximately $2,500 to cover expenses such as travel to meetings and to the landfill site, as well as renting or repairing field equipment. This task will be billed on a time-and-materials basis, as directed by the City project manager, up to the task budget limit.

Task B.1: Saugstad Park Regulatory Assistance

The City may require regulatory assistance with ongoing discussions regarding Saugstad Park. Jacobs will provide regulatory interface and support to the City, as directed by the City's project manager. This work will primarily consist of communicating with regulatory agencies regarding Saugstad Park activities and coordinating and participating in meetings with the regulatory agencies and the City to discuss status and concerns. Similar to Task A.1, this general regulatory assistance will be performed on a time-and-materials basis within the allowable budget as directed by the City. For this level of effort, Jacobs has assumed a total of 1 hour per month for 12 months (duration of this scope of work) for the project manager or senior technical consultant to interface with Placer County Environmental Health as the LEA and the CVRWQCB. Additionally, Jacobs included a budget up to 50 hours of labor and $2,500 to cover expenses for other regulatory requirements, such as landfill gas monitoring or preparation of technical memoranda.

Project Team

This project will be managed by Mr. Dan Chern, an Environmental/Civil Engineer, with support from Ms. Janet Goodrich, a registered Civil Engineer in California, both of whom are based out of our Sacramento office. Dan has more than 15 years of experience in environmental remediation, hydrogeology, surface water and groundwater monitoring, water quality sampling and analysis, and compliance reporting. Janet has more than 30 years of experience in the landfill and solid waste industries and she has supported the Roseville Landfill environmental monitoring program for 26 years.

Key staff members for this project include previous project team members experienced in landfill regulations, engineering, water quality and landfill gas monitoring, and compliance reporting. Involvement of these dedicated staff will maintain a high level of project continuity and work efficiency. Jacobs proposes to use the following core project team members for 2021:

- Project Manager – Dan Chern
- Water Quality Senior Review – Brian Schroth, PhD, PG, CH

- Landfill Gas and Landfill Cap System Senior Review – Janet Goodrich, PE
- Solid Waste Senior Technical Consultant – Jordan Norris and Elizabeth Butterfield, PE

COVID-19

In response to the Coronavirus (COVID-19) outbreak, Jacobs has taken appropriate steps to ensure the health and well-being of our people as well as the continuity of our business operations around the globe. Jacobs has adopted mitigation strategies and protocols based on recognized world standards and guidelines, applying appropriate travel restrictions and abiding by state and municipal proclamations/ declarations regarding shelter in place and/or business closures. Based on the foregoing, this proposal, including the schedule of activities, is contingent on being able to appropriately and safely staff and perform (including travel), in light of the Coronavirus outbreak.

Cost Proposal

Jacobs proposes to complete this work on a time-and-materials basis according to the budget for this work as presented in Table 1, assuming the same terms and conditions as Resolution 20-056. Jacobs' billing and expense rates for 2021 and 2022 are presented in Attachment C. Jacobs is proposing a 3 percent increase from 2020 labor rates to the 2021 labor rates as per Resolution 20-056. However because of the COVID-19 outbreak, Jacobs is offering to hold the labor rates steady at the 2021 rates for 2022. The proposed total project costs this year include a project contingency budget to address unplanned regulatory compliance activities, water quality or landfill gas management concerns, or additional monitoring requirements, and will only be activated at the direction of the City. The period of performance is from contract award, assumed to begin on February 1, 2021.

The proposed task and subtask structure and budget are summarized as follows:

Table 1. City of Roseville 2021 Water Quality and Landfill Gas Monitoring, Reporting Service, and Saugstad Park Waste Regulatory Assistance
Roseville Landfill, Roseville, California

Task	Cost
Task A – Roseville Landfill 2021 Water Quality and Landfill Gas Services	
Task A.1 – Regulatory Assistance	**$6,338**
Task A.2 – MRP Required Sampling and Inspections	**$57,267**
Subtask A.2.1 – Water Quality Sampling and Analysis	$50,893
Subtask A.2.2 – Annual Facility Inspection and Report	$6,374
Task A.3 – Water Quality Reports	**$118,204**
Subtask A.3.1 – First Semiannual Report	$45,532
Subtask A.3.2 – Second Semiannual/Annual Report	$72,672
Task A.4 – Landfill Gas Services	**$8,066**
Task A.5 – Area B and Antelope Creek Evaluation	**$17,872**
Task A.6 – Financial Assurance	**$14,888**
Task A.6 – Contingency	**$11,547**
Task A Subtotal	***$234,183***

Table 1. City of Roseville 2021 Water Quality and Landfill Gas Monitoring, Reporting Service, and Saugstad Park Waste Regulatory Assistance
Roseville Landfill, Roseville, California

Task	Cost
Task B – Saugstad Park	
Task B.1 – Regulatory Assistance	**$14,695**
Task B Subtotal	***$14,695***
Total All Tasks	**$248,877**

Note:
Budget developed on a time-and-materials basis.

Jacobs appreciates the opportunity to continue to serve the City of Roseville. Please contact Dan Chern at (916) 286-0339 if you have questions regarding this proposal.

Sincerely,

Jacobs Engineering Group Inc.

Dan Chern
Project Manager

Josh Lawson
Manager of Projects

Copies to: Janet Goodrich/SAC

Attachment A
Analyte List, Analytical Method, and Sampling Event

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Field Parameter Monitoring		
DO	Field	Semiannual
Elevation, groundwater	Field	Semiannual
ORP	Field	Semiannual
pH	Field	Semiannual
Specific conductance	Field	Semiannual
Temperature	Field	Semiannual
Turbidity	Field	Semiannual
General Parameters		
Chemical oxygen demand	E410.4	Semiannual
Total dissolved solids	SM2540C	Semiannual
Total Organic Carbon	SM5310B	5-Year
General Minerals		
Major Anions		
Alkalinity, bicarbonate	E310.1	Semiannual
Chloride	E300.0	Semiannual
Sulfate	E300.0	Semiannual
Nitrate – nitrogen	E300.0	Semiannual
Major Cations		
Calcium	E200.7	Semiannual
Sodium	E200.7	Semiannual
Magnesium	E200.7	Semiannual
Potassium	E200.7	Semiannual
Dissolved Metals		
Common		
Iron	SW6010B	Semiannual
Manganese	SW6010B	Semiannual
Barium	SW6010B	Semiannual
Sulfide	SM4500-S2	5-Year
Heavy		
Arsenic	E200.8	Semiannual
Cadmium	E200.8	5-Year
Chromium	E200.7	5-Year
Hexavalent chromium	E218.6	5-Year
Lead	E200.8	5-Year
Mercury	E245.1	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Other		
Antimony	E200.7	5-Year
Beryllium	E200.7	5-Year
Cobalt	E200.7	5-Year
Copper	E200.7	5-Year
Cyanide	SM4500-CN	5-Year
Nickel	E200.7	5-Year
Selenium	E200.7	5-Year
Silver	E200.7	5-Year
Thallium	E200.7	5-Year
Tin	E200.7	5-Year
Vanadium	E200.7	5-Year
Zinc	E200.7	5-Year
Volatile Organic Compounds		
Alcohols and Ethers		
Ethanol	SW8260B	Semiannual
Ethyltertiary butyl ether	SW8260B	Semiannual
tert-Amyl methyl ether	SW8260B	Semiannual
tert-Butyl alcohol	SW8260B	Semiannual
Isobutyl alcohol	SW8260B	5-Year
di-Isopropyl ether	SW8260B	Semiannual
Methyl tert-butyl ether	SW8260B	Semiannual
Benzene Compounds		
BTEX		
Benzene	SW8260B	Semiannual
Ethylbenzene	SW8260B	Semiannual
Toluene	SW8260B	Semiannual
Xylenes	SW8260B	Semiannual
Other		
Chlorobenzene	SW8260B	Semiannual
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	Semiannual
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	Semiannual
1,2,4-Trichlorobenzene	SW8260B	Semiannual
Chloroethane	SW8260B	Semiannual
1,4-Dichlorobenzene	SW8260B	Semiannual

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Chlorofluorocarbons		
Carbon tetrachloride (Freon-10)	SW8260B	Semiannual
Chloroform (Freon-20)	SW8260B	Semiannual
Dichlorodifluoromethane (Freon-12)	SW8260B	Semiannual
Trichlorofluoromethane (Freon-11)	SW8260B	Semiannual
Halogenated		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	Semiannual
1,1-Dichloroethane (1,1-DCA)	SW8260B	Semiannual
1,2-Dichloroethane (1,2-DCA)	SW8260B	Semiannual
1,1-Dichloroethene (1,1-DCE)	SW8260B	Semiannual
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	Semiannual
Tetrachloroethene (PCE)	SW8260B	Semiannual
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	Semiannual
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	Semiannual
Trichloroethene (TCE)	SW8260B	Semiannual
1,1,1,2-Tetrachloroethane	SW8260B	Semiannual
1,1,2,2-Tetrachloroethane	SW8260B	Semiannual
Vinyl chloride	SW8260B	Semiannual
Trihalomethanes		
Bromochloromethane	SW8260B	Semiannual
Bromodichloromethane	SW8260B	Semiannual
Bromoform (tribromomethane)	SW8260B	Semiannual
1,2-Dibromoethane (ethylene dibromide)	SW8260B	Semiannual
Dibromochloromethane (chlorodibromomethane)	SW8260B	Semiannual
Other		
Chloromethane	SW8260B	Semiannual
Chloroethane	SW8260B	Semiannual
Industrial Solvents		
Carbon disulfide	SW8260B	Semiannual
Methyl ethyl ketone (2-butanone)	SW8260B	Semiannual
Interferences, Common		
Acetone	SW8260B	Semiannual
Bromomethane	SW8260B	Semiannual
Methylene chloride	SW8260B	Semiannual

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Other Organic COCs		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	5-Year
Acenaphthylene	SW8270C	5-Year
Acetophenone	SW8270C	5-Year
2-Acetylaminofluorene (2-AAF)	SW8270C	5-Year
4-Aminobiphenyl	SW8270C	5-Year
Anthracene	SW8270C	5-Year
Benzo[a]anthracene	SW8270C	5-Year
Benzo[a]pyrene	SW8270C	5-Year
Benzo[b]fluoranthene	SW8270C	5-Year
Benzo[g,h,i]perylene	SW8270C	5-Year
Benzo[k]fluoranthene	SW8270C	5-Year
Benzyl alcohol	SW8270C	5-Year
Bis(2-ethylhexyl) phthalate	SW8270C	5-Year
Bis(2-chloroethoxy)methane	SW8270C	5-Year
Bis(2-chloroethyl) ether	SW8270C	5-Year
Bis(2-chloroisopropyl) ether	SW8270C	5-Year
4-Bromophenyl phenyl ether	SW8270C	5-Year
Butyl benzyl phthalate	SW8270C	5-Year
4-Chloroaniline (p-chloroaniline)	SW8270C	5-Year
4-Chloro-3-methylphenol	SW8270C	5-Year
2-Chloronaphthalene	SW8270C	5-Year
2-Chlorophenol	SW8270C	5-Year
4-Chlorophenyl phenyl ether	SW8270C	5-Year
Chrysene	SW8270C	5-Year
2-Methylphenol	SW8270C	5-Year
3-Methylphenol	SW8270C	5-Year
4-Methylphenol	SW8270C	5-Year
Dibenz[a,h]anthracene	SW8270C	5-Year
Dibenzofuran	SW8270C	5-Year
Di-n-butyl phthalate	SW8270C	5-Year
3,3-Dichlorobenzidine	SW8270C	5-Year
2,4-Dichlorophenol	SW8270C	5-Year
2,6-Dichlorophenol	SW8270C	5-Year
Diethyl phthalate	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	5-Year
7,12-Dimethylbenz(a)anthracene	SW8270C	5-Year
3,3'-Dimethylbenzidine	SW8270C	5-Year
2,4-Dimethylphenol (m-xylenol)	SW8270C	5-Year
Dimethyl phthalate	SW8270C	5-Year
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	5-Year
4,6-Dinitro-2-methylphenol	SW8270C	5-Year
2,4-Dinitrophenol	SW8270C	5-Year
2,4-Dinitrotoluene	SW8270C	5-Year
2,6-Dinitrotoluene	SW8270C	5-Year
Di-n-octyl phthalate	SW8270C	5-Year
Diphenylamine	SW8270C	5-Year
Ethyl methanesulfonate	SW8270C	5-Year
Famphur	SW8141A	5-Year
Fluoranthene	SW8270C	5-Year
Fluorene	SW8270C	5-Year
Hexachlorobenzene	SW8270C	5-Year
Hexachloroethane	SW8270C	5-Year
Hexachloropropene	SW8270C	5-Year
Indeno(1,2,3-c,d)pyrene	SW8270C	5-Year
Isophorone	SW8270C	5-Year
Isosafrole	SW8270C	5-Year
Kepone	SW8270C	5-Year
Methapyrilene	SW8270C	5-Year
3-Methylcholanthrene	SW8270C	5-Year
Methyl methanesulfonate	SW8270C	5-Year
2-Methylnaphthalene	SW8270C	5-Year
1,4-Naphthoquinone	SW8270C	5-Year
1-Naphthylamine	SW8270C	5-Year
2-Naphthylamine	SW8270C	5-Year
2-Nitroaniline	SW8270C	5-Year
3-Nitroaniline	SW8270C	5-Year
4-Nitroaniline	SW8270C	5-Year
Nitrobenzene	SW8270C	5-Year
2-Nitrophenol	SW8270C	5-Year
4-Nitrophenol	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
N-Nitrosodi-n-butylamine	SW8270C	5-Year
N-Nitrosodiethylamine	SW8270C	5-Year
N-Nitrosodimethylamine	SW8270C	5-Year
N-Nitrosodiphenylamine	SW8270C	5-Year
N-Nitrosodipropylamine	SW8270C	5-Year
N-Nitrosomethylethylamine	SW8270C	5-Year
N-Nitrosopiperidine	SW8270C	5-Year
N-Nitrosopyrrolidine	SW8270C	5-Year
5-Nitro-o-toluidine	SW8270C	5-Year
Pentachlorobenzene	SW8270C	5-Year
Pentachloronitrobenzene (PCNB)	SW8270C	5-Year
Pentachlorophenol	SW8270C	5-Year
Phenacetin	SW8270C	5-Year
Phenanthrene	SW8270C	5-Year
Phenol	SW8270C	5-Year
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	5-Year
PCBs; Aroclors – see below	SW8082	5-Year
Pronamide	SW8270C	5-Year
Pyrene	SW8270C	5-Year
Safrole	SW8270C	5-Year
1,2,4,5-Tetrachlorobenzene	SW8270C	5-Year
2,3,4,6-Tetrachlorophenol	SW8270C	5-Year
2-Methylaniline (o-toluidine)	SW8270C	5-Year
2,4,5-Trichlorophenol	SW8270C	5-Year
0,0,0-Triethyl phosphorothioate	SW8270C	5-Year
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	5-Year
Organochlorine Pesticides		
Aldrin	SW8270C	5-Year
α-BHC	SW8270C	5-Year
β-BHC	SW8270C	5-Year
γ-BHC (Lindane)	SW8270C	5-Year
δ-BHC	SW8270C	5-Year
Chlorobenzilate	SW8270C	5-Year
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	5-Year
4,4'-DDD	SW8270C	5-Year
4,4'-DDE	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
4,4'-DDT	SW8270C	5-Year
Diallate	SW8270C	5-Year
Dieldrin	SW8270C	5-Year
Endosulfan I	SW8270C	5-Year
Endosulfan II	SW8270C	5-Year
Endosulfan sulfate	SW8270C	5-Year
Endrin	SW8270C	5-Year
Endrin aldehyde	SW8270C	5-Year
Heptachlor	SW8270C	5-Year
Heptachlor epoxide	SW8270C	5-Year
Hexachlorocyclopentadiene	SW8270C	5-Year
Isodrin	SW8270C	5-Year
Methoxychlor	SW8270C	5-Year
Toxaphene	SW8270C	5-Year
Polychlorinated Biphenyls		
Aroclor 1016 (Aroclor 06)	SW8082	5-Year
Aroclor 1221 (Aroclor 22)	SW8082	5-Year
Aroclor 1232 (Aroclor 232)	SW8082	5-Year
Aroclor 1242 (Aroclor 242)	SW8082	5-Year
Aroclor 1248 (Aroclor 248)	SW8082	5-Year
Aroclor 1254 (Aroclor 254)	SW8082	5-Year
Aroclor 1260 (Aroclor 260)	SW8082	5-Year
Aroclor 1262	SW8082	5-Year
Aroclor 1268	SW8082	5-Year
Organophosphorus Pesticides		
Atrazine	SW8141B	5-Year
Chlorpyrifos	SW8141B	5-Year
Diazinon	SW8141B	5-Year
Dimethoate	SW8141B	5-Year
Disulfoton	SW8141B	5-Year
Parathion-ethyl (Parathion)	SW8141B	5-Year
Parathion-methyl	SW8141B	5-Year
Phorate	SW8141B	5-Year
Simazine	SW8141B	5-Year
Thionazin (0,0-Diethyl 0-2-pyrazinyl phosphorothioate)	SW8141B	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency

Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	5-Year
Dinoseb	SW8151A	5-Year
Silvex (2,4,5-TP)	SW8151A	5-Year
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	5-Year
Miscellaneous		
Acetonitrile	SW8260B	5-Year
Acrolein	SW8260B	5-Year
Acrylonitrile	SW8260B	Semiannual
Chloroprene	SW8260B	5-Year
trans-l,4-Dichloro-2-butene	SW8260B	Semiannual
Ethyl methacrylate	SW8260B	5-Year
Methyl methacrylate	SW8260B	5-Year
Hexachlorobutadiene	SW8260B	Semiannual
2-Hexanone (methyl butyl ketone)	SW8260B	Semiannual
Iodomethane (methyl iodide)	SW8260B	Semiannual
Methacrylonitrile	SW8260B	5-Year
Dibromomethane	SW8260B	Semiannual
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	Semiannual
Naphthalene	SW8260B	Semiannual
Propionitrile	SW8260B	5-Year
Styrene	SW8260B	Semiannual
Vinyl acetate	SW8260B	Semiannual
Props		
1,2-Dichloropropane	SW8260B	Semiannual
1,3-Dichloropropane	SW8260B	5-Year
2,2-Dichloropropene	SW8260B	5-Year
1,1-Dichloropropene	SW8260B	5-Year
Cis-1,3-Dichloropropene	SW8260B	Semiannual
1,2,3-Trichloropropane	SW8260B	Semiannual
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	Semiannual
trans-1,3-Dichloropropene	SW8260B	Semiannual
3-Chloropropene (allyl chloride)	SW8260B	5-Year

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Field Parameter Monitoring		
Total flow	Field	If leachate seep detected
Flow rate	Field	If leachate seep detected
pH	Field	If leachate seep detected
Specific conductance	Field	If leachate seep detected
General Parameters		
Total dissolved solids	SM2540C	If leachate seep detected
General Minerals		
Major Anions		
Alkalinity, bicarbonate	E310.1	If leachate seep detected
Chloride	E300.0	If leachate seep detected
Sulfate	E300.0	If leachate seep detected
Nitrate – nitrogen	E300.0	If leachate seep detected
Dissolved Metals		
Common		
Iron	SW6010B	If leachate seep detected
Manganese	SW6010B	If leachate seep detected
Barium	SW6010B	If leachate seep detected
Sulfide	SM4500-S2	If leachate seep detected
Heavy		
Arsenic	E200.8	If leachate seep detected
Cadmium	E200.8	If leachate seep detected
Chromium	E200.7	If leachate seep detected
Hexavalent chromium	E218.6	If leachate seep detected
Lead	E200.8	If leachate seep detected
Mercury	E245.1	If leachate seep detected
Other		
Antimony	E200.7	If leachate seep detected
Beryllium	E200.7	If leachate seep detected
Cobalt	E200.7	If leachate seep detected
Copper	E200.7	If leachate seep detected
Cyanide	SM4500-CN	If leachate seep detected
Nickel	E200.7	If leachate seep detected
Selenium	E200.7	If leachate seep detected
Silver	E200.7	If leachate seep detected
Thallium	E200.7	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Tin	E200.7	If leachate seep detected
Vanadium	E200.7	If leachate seep detected
Zinc	E200.7	If leachate seep detected
Volatile Organic Compounds		
Alcohols and Ethers		
Ethanol	SW8260B	If leachate seep detected
Ethyltertiary butyl ether	SW8260B	If leachate seep detected
tert-Amyl methyl ether	SW8260B	If leachate seep detected
tert-Butyl alcohol	SW8260B	If leachate seep detected
di-Isopropyl ether	SW8260B	If leachate seep detected
Methyl tert-butyl ether	SW8260B	If leachate seep detected
Benzene Compounds		
BTEX		
Benzene	SW8260B	If leachate seep detected
Ethylbenzene	SW8260B	If leachate seep detected
Toluene	SW8260B	If leachate seep detected
Xylenes	SW8260B	If leachate seep detected
Other		
Chlorobenzene	SW8260B	If leachate seep detected
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	If leachate seep detected
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	If leachate seep detected
1,2,4-Trichlorobenzene	SW8260B	If leachate seep detected
Chloroethane	SW8260B	If leachate seep detected
1,4-Dichlorobenzene	SW8260B	If leachate seep detected
Chlorofluorocarbons		
Carbon tetrachloride (Freon-10)	SW8260B	If leachate seep detected
Chloroform (Freon-20)	SW8260B	If leachate seep detected
Dichlorodifluoromethane (Freon-12)	SW8260B	If leachate seep detected
Trichlorofluoromethane (Freon-11)	SW8260B	If leachate seep detected
Halogenated		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	If leachate seep detected
1,1-Dichloroethane (1,1-DCA)	SW8260B	If leachate seep detected
1,2-Dichloroethane (1,2-DCA)	SW8260B	If leachate seep detected
1,1-Dichloroethene (1,1-DCE)	SW8260B	If leachate seep detected
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Tetrachloroethene (PCE)	SW8260B	If leachate seep detected
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	If leachate seep detected
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	If leachate seep detected
Trichloroethene (TCE)	SW8260B	If leachate seep detected
1,1,1,2-Tetrachloroethane	SW8260B	If leachate seep detected
1,1,2,2-Tetrachloroethane	SW8260B	If leachate seep detected
Vinyl chloride	SW8260B	If leachate seep detected
Trihalomethanes		
Bromochloromethane	SW8260B	If leachate seep detected
Bromodichloromethane	SW8260B	If leachate seep detected
Bromoform (tribromomethane)	SW8260B	If leachate seep detected
1,2-Dibromoethane (ethylene dibromide)	SW8260B	If leachate seep detected
Dibromochloromethane (chlorodibromomethane)	SW8260B	If leachate seep detected
Other		
Chloromethane	SW8260B	If leachate seep detected
Chloroethane	SW8260B	If leachate seep detected
Industrial Solvents		
Carbon disulfide	SW8260B	If leachate seep detected
Methyl ethyl ketone (2-butanone)	SW8260B	If leachate seep detected
Interferences, Common		
Acetone	SW8260B	If leachate seep detected
Bromomethane	SW8260B	If leachate seep detected
Methylene chloride	SW8260B	If leachate seep detected
Other Organic COCs		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	If leachate seep detected
Acenaphthylene	SW8270C	If leachate seep detected
Acetophenone	SW8270C	If leachate seep detected
2-Acetylaminofluorene (2-AAF)	SW8270C	If leachate seep detected
4-Aminobiphenyl	SW8270C	If leachate seep detected
Anthracene	SW8270C	If leachate seep detected
Benzo[a]anthracene	SW8270C	If leachate seep detected
Benzo[a]pyrene	SW8270C	If leachate seep detected
Benzo[b]fluoranthene	SW8270C	If leachate seep detected
Benzo[g,h,i]perylene	SW8270C	If leachate seep detected
Benzo[k]fluoranthene	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Benzyl alcohol	SW8270C	If leachate seep detected
Bis(2-ethylhexyl) phthalate	SW8270C	If leachate seep detected
Bis(2-chloroethoxy)methane	SW8270C	If leachate seep detected
Bis(2-chloroethyl) ether	SW8270C	If leachate seep detected
Bis(2-chloroisopropyl) ether	SW8270C	If leachate seep detected
4-Bromophenyl phenyl ether	SW8270C	If leachate seep detected
Butyl benzyl phthalate	SW8270C	If leachate seep detected
4-Chloroaniline (p-chloroaniline)	SW8270C	If leachate seep detected
4-Chloro-3-methylphenol	SW8270C	If leachate seep detected
2-Chloronaphthalene	SW8270C	If leachate seep detected
2-Chlorophenol	SW8270C	If leachate seep detected
4-Chlorophenyl phenyl ether	SW8270C	If leachate seep detected
Chrysene	SW8270C	If leachate seep detected
2-Methylphenol	SW8270C	If leachate seep detected
3-Methylphenol	SW8270C	If leachate seep detected
4-Methylphenol	SW8270C	If leachate seep detected
Dibenz[a,h]anthracene	SW8270C	If leachate seep detected
Dibenzofuran	SW8270C	If leachate seep detected
Di-n-butyl phthalate	SW8270C	If leachate seep detected
3,3-Dichlorobenzidine	SW8270C	If leachate seep detected
2,4-Dichlorophenol	SW8270C	If leachate seep detected
2,6-Dichlorophenol	SW8270C	If leachate seep detected
Diethyl phthalate	SW8270C	If leachate seep detected
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	If leachate seep detected
7,12-Dimethylbenz(a)anthracene	SW8270C	If leachate seep detected
3,3'-Dimethylbenzidine	SW8270C	If leachate seep detected
2,4-Dimethylphenol (m-xylenol)	SW8270C	If leachate seep detected
Dimethyl phthalate	SW8270C	If leachate seep detected
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	If leachate seep detected
4,6-Dinitro-2-methylphenol	SW8270C	If leachate seep detected
2,4-Dinitrophenol	SW8270C	If leachate seep detected
2,4-Dinitrotoluene	SW8270C	If leachate seep detected
2,6-Dinitrotoluene	SW8270C	If leachate seep detected
Di-n-octyl phthalate	SW8270C	If leachate seep detected
Diphenylamine	SW8270C	If leachate seep detected
Ethyl methanesulfonate	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Famphur	SW8141A	If leachate seep detected
Fluoranthene	SW8270C	If leachate seep detected
Fluorene	SW8270C	If leachate seep detected
Hexachlorobenzene	SW8270C	If leachate seep detected
Hexachloroethane	SW8270C	If leachate seep detected
Hexachloropropene	SW8270C	If leachate seep detected
Indeno(1,2,3-c,d)pyrene	SW8270C	If leachate seep detected
Isophorone	SW8270C	If leachate seep detected
Isosafrole	SW8270C	If leachate seep detected
Kepone	SW8270C	If leachate seep detected
Methapyrilene	SW8270C	If leachate seep detected
3-Methylcholanthrene	SW8270C	If leachate seep detected
Methyl methanesulfonate	SW8270C	If leachate seep detected
2-Methylnaphthalene	SW8270C	If leachate seep detected
1,4-Naphthoquinone	SW8270C	If leachate seep detected
1-Naphthylamine	SW8270C	If leachate seep detected
2-Naphthylamine	SW8270C	If leachate seep detected
2-Nitroaniline	SW8270C	If leachate seep detected
3-Nitroaniline	SW8270C	If leachate seep detected
4-Nitroaniline	SW8270C	If leachate seep detected
Nitrobenzene	SW8270C	If leachate seep detected
2-Nitrophenol	SW8270C	If leachate seep detected
4-Nitrophenol	SW8270C	If leachate seep detected
N-Nitrosodi-n-butylamine	SW8270C	If leachate seep detected
N-Nitrosodiethylamine	SW8270C	If leachate seep detected
N-Nitrosodimethylamine	SW8270C	If leachate seep detected
N-Nitrosodiphenylamine	SW8270C	If leachate seep detected
N-Nitrosodipropylamine	SW8270C	If leachate seep detected
N-Nitrosomethylethylamine	SW8270C	If leachate seep detected
N-Nitrosopiperidine	SW8270C	If leachate seep detected
N-Nitrosopyrrolidine	SW8270C	If leachate seep detected
5-Nitro-o-toluidine	SW8270C	If leachate seep detected
Pentachlorobenzene	SW8270C	If leachate seep detected
Pentachloronitrobenzene (PCNB)	SW8270C	If leachate seep detected
Pentachlorophenol	SW8270C	If leachate seep detected
Phenacetin	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Phenanthrene	SW8270C	If leachate seep detected
Phenol	SW8270C	If leachate seep detected
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	If leachate seep detected
PCBs; Aroclors – see below	SW8082	If leachate seep detected
Pronamide	SW8270C	If leachate seep detected
Pyrene	SW8270C	If leachate seep detected
Safrole	SW8270C	If leachate seep detected
1,2,4,5-Tetrachlorobenzene	SW8270C	If leachate seep detected
2,3,4,6-Tetrachlorophenol	SW8270C	If leachate seep detected
2-Methylaniline (o-toluidine)	SW8270C	If leachate seep detected
2,4,5-Trichlorophenol	SW8270C	If leachate seep detected
0,0,0-Triethyl phosphorothioate	SW8270C	If leachate seep detected
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	If leachate seep detected
Organochlorine Pesticides		
Aldrin	SW8270C	If leachate seep detected
α-BHC	SW8270C	If leachate seep detected
β-BHC	SW8270C	If leachate seep detected
γ-BHC (Lindane)	SW8270C	If leachate seep detected
δ-BHC	SW8270C	If leachate seep detected
Chlorobenzilate	SW8270C	If leachate seep detected
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	If leachate seep detected
4,4'-DDD	SW8270C	If leachate seep detected
4,4'-DDE	SW8270C	If leachate seep detected
4,4'-DDT	SW8270C	If leachate seep detected
Diallate	SW8270C	If leachate seep detected
Dieldrin	SW8270C	If leachate seep detected
Endosulfan I	SW8270C	If leachate seep detected
Endosulfan II	SW8270C	If leachate seep detected
Endosulfan sulfate	SW8270C	If leachate seep detected
Endrin	SW8270C	If leachate seep detected
Endrin aldehyde	SW8270C	If leachate seep detected
Heptachlor	SW8270C	If leachate seep detected
Heptachlor epoxide	SW8270C	If leachate seep detected
Hexachlorocyclopentadiene	SW8270C	If leachate seep detected
Isodrin	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Methoxychlor	SW8270C	If leachate seep detected
Toxaphene	SW8270C	If leachate seep detected
Polychlorinated Biphenyls		
Aroclor 1016 (Aroclor 06)	SW8082	If leachate seep detected
Aroclor 1221 (Aroclor 22)	SW8082	If leachate seep detected
Aroclor 1232 (Aroclor 232)	SW8082	If leachate seep detected
Aroclor 1242 (Aroclor 242)	SW8082	If leachate seep detected
Aroclor 1248 (Aroclor 248)	SW8082	If leachate seep detected
Aroclor 1254 (Aroclor 254)	SW8082	If leachate seep detected
Aroclor 1260 (Aroclor 260)	SW8082	If leachate seep detected
Aroclor 1262	SW8082	If leachate seep detected
Aroclor 1268	SW8082	If leachate seep detected
Organophosphorus Pesticides		
Atrazine	SW8141B	If leachate seep detected
Chlorpyrifos	SW8141B	If leachate seep detected
Diazinon	SW814B	If leachate seep detected
Dimethoate	SW8141B	If leachate seep detected
Disulfoton	SW8141B	If leachate seep detected
Parathion-ethyl (Parathion)	SW8141B	If leachate seep detected
Parathion-methyl	SW8141B	If leachate seep detected
Phorate	SW8141B	If leachate seep detected
Simazine	SW8141B	If leachate seep detected
Thionazin (0,0-Diethyl 0-2-pyrazinyl phosphorothioate)	SW8141B	If leachate seep detected
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	If leachate seep detected
Dinoseb	SW8151A	If leachate seep detected
Silvex (2,4,5-TP)	SW8151A	If leachate seep detected
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	If leachate seep detected
Miscellaneous		
Acrylonitrile	SW8260B	If leachate seep detected
trans-l,4-Dichloro-2-butene	SW8260B	If leachate seep detected
Hexachlorobutadiene	SW8260B	If leachate seep detected
2-Hexanone (methyl butyl ketone)	SW8260B	If leachate seep detected
Iodomethane (methyl iodide)	SW8260B	If leachate seep detected
Dibromomethane	SW8260B	If leachate seep detected
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Naphthalene	SW8260B	If leachate seep detected
Styrene	SW8260B	If leachate seep detected
Vinyl acetate	SW8260B	If leachate seep detected
Props		
1,2-Dichloropropane	SW8260B	If leachate seep detected
Cis-1,3-Dichloropropene	SW8260B	If leachate seep detected
1,2,3-Trichloropropane	SW8260B	If leachate seep detected
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	If leachate seep detected
trans-1,3-Dichloropropene	SW8260B	If leachate seep detected

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Field Parameter Monitoring		
DO	Field	Semiannual
Flow to waters of U.S.	Field	Semiannual
ORP	Field	Semiannual
pH	Field	Semiannual
Specific conductance	Field	Semiannual
Temperature	Field	Semiannual
Turbidity	Field	Semiannual
General Parameters		
Alkalinity, total	SW2320B	Semiannual
Total dissolved solids	SM2540C	Semiannual
General Minerals		
Major Anions		
Alkalinity, bicarbonate	E310.1	5-Year
Chloride	E300.0	Semiannual
Sulfate	E300.0	5-Year
Nitrate – nitrogen	E300.0	5-Year
Major Cations		
Calcium	E200.7	5-Year
Sodium	E200.7	5-Year
Magnesium	E200.7	5-Year
Potassium	E200.7	5-Year
Volatile Organic Compounds		
Alcohols and Ethers		
Ethanol	SW8260B	5-Year
Ethyltertiary butyl ether	SW8260B	5-Year
tert-Amyl methyl ether	SW8260B	5-Year
tert-Butyl alcohol	SW8260B	5-Year
Isobutyl alcohol	SW8260B	5-Year
di-Isopropyl ether	SW8260B	5-Year
Methyl tert-butyl ether	SW8260B	5-Year
Benzene Compounds		
BTEX		
Benzene	SW8260B	5-Year
Ethylbenzene	SW8260B	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Toluene	SW8260B	5-Year
Xylenes	SW8260B	5-Year
Other		
Chlorobenzene	SW8260B	5-Year
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	5-Year
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	5-Year
1,2,4-Trichlorobenzene	SW8260B	5-Year
Chloroethane	SW8260B	5-Year
1,4-Dichlorobenzene	SW8260B	5-Year
Chlorofluorocarbons		
Carbon tetrachloride (Freon-10)	SW8260B	5-Year
Chloroform (Freon-20)	SW8260B	5-Year
Dichlorodifluoromethane (Freon-12)	SW8260B	5-Year
Trichlorofluoromethane (Freon-11)	SW8260B	5-Year
Halogenated		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	5-Year
1,1-Dichloroethane (1,1-DCA)	SW8260B	5-Year
1,2-Dichloroethane (1,2-DCA)	SW8260B	5-Year
1,1-Dichloroethene (1,1-DCE)	SW8260B	5-Year
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	5-Year
Tetrachloroethene (PCE)	SW8260B	5-Year
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	5-Year
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	5-Year
Trichloroethene (TCE)	SW8260B	5-Year
1,1,1,2-Tetrachloroethane	SW8260B	5-Year
1,1,2,2-Tetrachloroethane	SW8260B	5-Year
Vinyl chloride	SW8260B	5-Year
Trihalomethanes		
Bromochloromethane	SW8260B	5-Year
Bromodichloromethane	SW8260B	5-Year
Bromoform (tribromomethane)	SW8260B	5-Year
1,2-Dibromoethane (ethylene dibromide)	SW8260B	5-Year
Dibromochloromethane (chlorodibromomethane)	SW8260B	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Other		
Chloromethane	SW8260B	5-Year
Chloroethane	SW8260B	5-Year
Industrial Solvents		
Carbon disulfide	SW8260B	5-Year
Methyl ethyl ketone (2-butanone)	SW8260B	5-Year
Interferences, Common		
Acetone	SW8260B	5-Year
Bromomethane	SW8260B	5-Year
Methylene chloride	SW8260B	5-Year
Other Organic COCs		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	5-Year
Acenaphthylene	SW8270C	5-Year
Acetophenone	SW8270C	5-Year
2-Acetylaminofluorene (2-AAF)	SW8270C	5-Year
4-Aminobiphenyl	SW8270C	5-Year
Anthracene	SW8270C	5-Year
Benzo[a]anthracene	SW8270C	5-Year
Benzo[a]pyrene	SW8270C	5-Year
Benzo[b]fluoranthene	SW8270C	5-Year
Benzo[g,h,i]perylene	SW8270C	5-Year
Benzo[k]fluoranthene	SW8270C	5-Year
Benzyl alcohol	SW8270C	5-Year
Bis(2-ethylhexyl) phthalate	SW8270C	5-Year
Bis(2-chloroethoxy)methane	SW8270C	5-Year
Bis(2-chloroethyl) ether	SW8270C	5-Year
Bis(2-chloroisopropyl) ether	SW8270C	5-Year
4-Bromophenyl phenyl ether	SW8270C	5-Year
Butyl benzyl phthalate	SW8270C	5-Year
4-Chloroaniline (p-chloroaniline)	SW8270C	5-Year
4-Chloro-3-methylphenol	SW8270C	5-Year
2-Chloronaphthalene	SW8270C	5-Year
2-Chlorophenol	SW8270C	5-Year
4-Chlorophenyl phenyl ether	SW8270C	5-Year
Chrysene	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
2-Methylphenol	SW8270C	5-Year
3-Methylphenol	SW8270C	5-Year
4-Methylphenol	SW8270C	5-Year
Dibenz[a,h]anthracene	SW8270C	5-Year
Dibenzofuran	SW8270C	5-Year
Di-n-butyl phthalate	SW8270C	5-Year
3,3-Dichlorobenzidine	SW8270C	5-Year
2,4-Dichlorophenol	SW8270C	5-Year
2,6-Dichlorophenol	SW8270C	5-Year
Diethyl phthalate	SW8270C	5-Year
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	5-Year
7,12-Dimethylbenz(a)anthracene	SW8270C	5-Year
3,3'-Dimethylbenzidine	SW8270C	5-Year
2,4-Dimethylphenol (m-xylenol)	SW8270C	5-Year
Dimethyl phthalate	SW8270C	5-Year
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	5-Year
4,6-Dinitro-2-methylphenol	SW8270C	5-Year
2,4-Dinitrophenol	SW8270C	5-Year
2,4-Dinitrotoluene	SW8270C	5-Year
2,6-Dinitrotoluene	SW8270C	5-Year
Di-n-octyl phthalate	SW8270C	5-Year
Diphenylamine	SW8270C	5-Year
Ethyl methanesulfonate	SW8270C	5-Year
Famphur	SW8141A	5-Year
Fluoranthene	SW8270C	5-Year
Fluorene	SW8270C	5-Year
Hexachlorobenzene	SW8270C	5-Year
Hexachloroethane	SW8270C	5-Year
Hexachloropropene	SW8270C	5-Year
Indeno(1,2,3-c,d)pyrene	SW8270C	5-Year
Isophorone	SW8270C	5-Year
Isosafrole	SW8270C	5-Year
Kepone	SW8270C	5-Year
Methapyrilene	SW8270C	5-Year
3-Methylcholanthrene	SW8270C	5-Year
Methyl methanesulfonate	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
2-Methylnaphthalene	SW8270C	5-Year
1,4-Naphthoquinone	SW8270C	5-Year
1-Naphthylamine	SW8270C	5-Year
2-Naphthylamine	SW8270C	5-Year
2-Nitroaniline	SW8270C	5-Year
3-Nitroaniline	SW8270C	5-Year
4-Nitroaniline	SW8270C	5-Year
Nitrobenzene	SW8270C	5-Year
2-Nitrophenol	SW8270C	5-Year
4-Nitrophenol	SW8270C	5-Year
N-Nitrosodi-n-butylamine	SW8270C	5-Year
N-Nitrosodiethylamine	SW8270C	5-Year
N-Nitrosodimethylamine	SW8270C	5-Year
N-Nitrosodiphenylamine	SW8270C	5-Year
N-Nitrosodipropylamine	SW8270C	5-Year
N-Nitrosomethylethylamine	SW8270C	5-Year
N-Nitrosopiperidine	SW8270C	5-Year
N-Nitrosopyrrolidine	SW8270C	5-Year
5-Nitro-o-toluidine	SW8270C	5-Year
Pentachlorobenzene	SW8270C	5-Year
Pentachloronitrobenzene (PCNB)	SW8270C	5-Year
Pentachlorophenol	SW8270C	5-Year
Phenacetin	SW8270C	5-Year
Phenanthrene	SW8270C	5-Year
Phenol	SW8270C	5-Year
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	5-Year
PCBs; Aroclors – see below	SW8082	5-Year
Pronamide	SW8270C	5-Year
Pyrene	SW8270C	5-Year
Safrole	SW8270C	5-Year
1,2,4,5-Tetrachlorobenzene	SW8270C	5-Year
2,3,4,6-Tetrachlorophenol	SW8270C	5-Year
2-Methylaniline (o-toluidine)	SW8270C	5-Year
2,4,5-Trichlorophenol	SW8270C	5-Year
0,0,0-Triethyl phosphorothioate	SW8270C	5-Year
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Organochlorine Pesticides		
Aldrin	SW8270C	5-Year
α-BHC	SW8270C	5-Year
β-BHC	SW8270C	5-Year
γ-BHC (Lindane)	SW8270C	5-Year
δ-BHC	SW8270C	5-Year
Chlorobenzilate	SW8270C	5-Year
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	5-Year
4,4'-DDD	SW8270C	5-Year
4,4'-DDE	SW8270C	5-Year
4,4'-DDT	SW8270C	5-Year
Diallate	SW8270C	5-Year
Dieldrin	SW8270C	5-Year
Endosulfan I	SW8270C	5-Year
Endosulfan II	SW8270C	5-Year
Endosulfan sulfate	SW8270C	5-Year
Endrin	SW8270C	5-Year
Endrin aldehyde	SW8270C	5-Year
Heptachlor	SW8270C	5-Year
Heptachlor epoxide	SW8270C	5-Year
Hexachlorocyclopentadiene	SW8270C	5-Year
Isodrin	SW8270C	5-Year
Methoxychlor	SW8270C	5-Year
Toxaphene	SW8270C	5-Year
Polychlorinated Biphenyls		
Aroclor 1016 (Aroclor 06)	SW8082	5-Year
Aroclor 1221 (Aroclor 22)	SW8082	5-Year
Aroclor 1232 (Aroclor 232)	SW8082	5-Year
Aroclor 1242 (Aroclor 242)	SW8082	5-Year
Aroclor 1248 (Aroclor 248)	SW8082	5-Year
Aroclor 1254 (Aroclor 254)	SW8082	5-Year
Aroclor 1260 (Aroclor 260)	SW8082	5-Year
Aroclor 1262	SW8082	5-Year
Aroclor 1268	SW8082	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Organophosphorus Pesticides		
Atrazine	SW8141B	5-Year
Chlorpyrifos	SW8141B	5-Year
Diazinon	SW8141B	5-Year
Dimethoate	SW8141B	5-Year
Disulfoton	SW8141B	5-Year
Parathion-ethyl (Parathion)	SW8141B	5-Year
Parathion-methyl	SW8141B	5-Year
Phorate	SW8141B	5-Year
Simazine	SW8141B	5-Year
Thionazin (0,0-Diethyl 0-2-pyrazinyl phosphorothioate)	SW8141B	5-Year
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	5-Year
Dinoseb	SW8151A	5-Year
Silvex (2,4,5-TP)	SW8151A	5-Year
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	5-Year
Miscellaneous		
Acetonitrile	SW8260B	5-Year
Acrolein	SW8260B	5-Year
Acrylonitrile	SW8260B	5-Year
Chloroprene	SW8260B	5-Year
trans-l,4-Dichloro-2-butene	SW8260B	5-Year
Ethyl methacrylate	SW8260B	5-Year
Methyl methacrylate	SW8260B	5-Year
Hexachlorobutadiene	SW8260B	5-Year
2-Hexanone (methyl butyl ketone)	SW8260B	5-Year
Iodomethane (methyl iodide)	SW8260B	5-Year
Methacrylonitrile	SW8260B	5-Year
Dibromomethane	SW8260B	5-Year
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	5-Year
Naphthalene	SW8260B	5-Year
Propionitrile	SW8260B	5-Year
Styrene	SW8260B	5-Year
Vinyl acetate	SW8260B	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency

Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Props		
1,2-Dichloropropane	SW8260B	5-Year
1,3-Dichloropropane	SW8260B	5-Year
2,2-Dichloropropene	SW8260B	5-Year
1,1-Dichloropropene	SW8260B	5-Year
Cis-1,3-Dichloropropene	SW8260B	5-Year
1,2,3-Trichloropropane	SW8260B	5-Year
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	5-Year
trans-1,3-Dichloropropene	SW8260B	5-Year
3-Chloropropene (allyl chloride)	SW8260B	5-Year

Attachment B
Roseville Landfill Monitoring Locations and Frequency

Table B-1. Groundwater and Surface Water Monitoring Locations and Frequency

Roseville Landfill, Roseville, California

Monitoring Location	Monitoring Area	Sampling Frequency
Groundwater Monitoring Wells		
MW-1	Background Areas A/B and C/D	Semiannual
MW-2	Background Areas A/B and C/D	Semiannual
MW-3	Background Areas A/B and C/D	Semiannual
MW-5	Downgradient Area C/D	Semiannual
MW-8	Downgradient Area C/D	Semiannual
MW-9	Cross-gradient Area A/B	Semiannual
MW-10A	Cross-gradient Area A/B	Semiannual
MW-10B	Cross-gradient Area A/B	Semiannual
MW-12	Downgradient Area A/B; Cross-gradient Area C/D	Semiannual
MW-13	Downgradient Area C/D	Semiannual
MW-14	Downgradient Area C/D	Semiannual
MW-15	Downgradient Area A/B	Semiannual
MW-16	Downgradient Area C/D	Semiannual
Surface Water Monitoring Locations		
SW-1	Upstream of Roseville Landfill	Semiannual
SW-2	Between Areas A/B and C/D	Semiannual
SW-3	Downstream of Roseville Landfill	Semiannual

Table B-2. Landfill Gas Monitoring Locations and Frequency

Roseville Landfill, Roseville, California

Monitoring Location	Type	Sampling Frequency
Permanent Landfill Gas Wells		
LFG-1: Shallow	Permanent gas well	Semiannual
LFG-1: Deep	Permanent gas well	Semiannual
LFG-3: Shallow	Permanent gas well	Semiannual
LFG-3: Deep	Permanent gas well	Semiannual
LFG-4	Permanent gas well	Semiannual
LFG-5	Permanent gas well	Semiannual
LFG-7	Permanent gas well	Semiannual
LFG-8: Shallow	Permanent gas well	Semiannual
LFG-8: Deep	Permanent gas well	Semiannual
LFG-9: Shallow	Permanent gas well	Semiannual
LFG-9: Deep	Permanent gas well	Semiannual
LFG-10: Shallow	Permanent gas well	Semiannual
LFG-10: Deep	Permanent gas well	Semiannual
LFG-11: Shallow	Permanent gas well	Semiannual
LFG-11: Deep	Permanent gas well	Semiannual
On-site Structures and Utilities		
ARV-1	Roseville Water, Valve	Annual
ARV-2	Roseville Water, Valve	Annual
ARV-3	Roseville Water, Valve	Annual
F6-17	SPMUD sewer manhole	Annual
F6-18	SPMUD sewer manhole	Annual
F6-19	SPMUD sewer manhole	Annual
F6-20	SPMUD sewer manhole	Annual
G6-11	SPMUD sewer manhole	Annual
G6-12	SPMUD sewer manhole	Annual
G6-13	SPMUD sewer manhole	Annual
G6-14	SPMUD sewer manhole	Annual
MH-1	Roseville Water, manhole	Annual
MH-2	Roseville Water, manhole	Annual
MH-3	Roseville Water, manhole	Annual
MH-4	Roseville Water, manhole	Annual
MH-5	Roseville Water, manhole	Annual
Roseville Shed	Roseville Shed	Annual
BC-5	Bow Club Clubhouse	Annual

Attachment C
2020/2021 Labor and Expense Rates

Table C-1. Labor Rates Schedule for City of Roseville 2021/2022 Water Quality and Landfill Gas Monitoring and Reporting Services and Saugstad Park Regulatory Assistance

Roseville Landfill, Roseville, California

	Rate ($ per hour)
Period: 2021	
Principal	242.00
Senior Project Manager	218.00
Project Manager /Project Technologist	190.00
Associate Project Manager /Associate Technologist	170.00
Associate Consultant	158.00
Staff II Consultant/Engineer	145.00
Staff I Consultant/Engineer	134.00
Staff Technician	114.00
Office/Clerical Accounting	98.00
Period: 2022	
Principal	242.00
Senior Project Manager	218.00
Project Manager /Project Technologist	190.00
Associate Project Manager /Associate Technologist	170.00
Associate Consultant	158.00
Staff II Consultant/Engineer	145.00
Staff I Consultant/Engineer	134.00
Staff Technician	114.00
Office/Clerical Accounting	98.00

Note:

The 2021 rates reflect a modest 3% increase from the previous year, and the 2022 rates will not be escalated.

Table C-2. Expense Mark-up for City of Roseville 2021/2022 Water Quality and Landfill Gas Monitoring and Reporting Services and Saugstad Park Regulatory Assistance

Roseville Landfill

Expenses Billed at Cost with Following Markups	Markup
Expenses	
Health and Safety (Included)	0%
Truck Rental	10%
Miscellaneous Field Equipment	10%
Mail/Shipping	10%
Travel	
Travel Auto Mileage (cost billed will be published IRS allowable reimbursable rate at the time work is performed)	0%
Subcontract	
Laboratory Services – Pace Analytical	10%
Groundwater Monitoring – Blaine Tech	10%
Utility Locating Services – Subtronic	10%
Drilling Services – Cascade	10%

COUNCIL COMMUNICATION

CC #: 1270
File #: 0201 & 0201-01

Title:	Administrative Adjustment to the Fiscal Year 2020-21 Annual Budget Ordinance
Contact:	Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to repeal and replace Ordinance No. 6237 in order to make the Ordinance consistent with the newly approved City Charter amendments.

BACKGROUND

On November 3, 2020, Roseville voters approved Measure O, which raised the formal, sealed bid limit to $75,000 and eliminated the annual inflationary or deflationary adjustment to said bid limit. Elimination of Section 5 of the Fiscal Year (FY) 2020-21 budget ordinance (6237) is recommended to align the ordinance with the new bid limit set in the Charter.

FISCAL IMPACT

This recommendation is administrative in nature and has no fiscal impact.

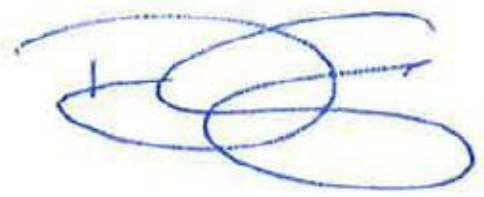
ENVIRONMENTAL REVIEW

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)).

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6329

ORDINANCE NO. 6329

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND REPLACING ORDINANCE NO. 6237, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONSLIMIT, AND ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

WHEREAS, Ordinance No. 6237 was adopted by City Council on June 17, 2020; and

WHEREAS, on November 3, 2020, Roseville voters approved Charter Measure O, which raised the formal, sealed bid limit and eliminated the annual inflationary or deflationary adjustment to said bid limit; and

WHEREAS, elimination of Section 5 of the Fiscal Year (FY) 2020-21 budget ordinance (6237) is recommended to align the ordinance with the new bid limit set forth in the Charter; and

WHEREAS, staff recommends City Council repeal Ordinance No. 6237 and replace it with the following:

SECTION 1. The proposed budget for the City of Roseville entitled "Proposed Budget Fiscal Year 2020-2021, City of Roseville, California," a copy of which is on file in the office of the City Clerk, is hereby adopted as the "Annual Budget Fiscal Year 2020-2021, City of Roseville, California."

SECTION 2. The proposed expenses, expenditures, transfers out, revenues, and transfers as shown in the fund, department operating budget and project summaries of the budget document, which are incorporated herein, are hereby appropriated to the departments and activities in the amounts and purposes therein stated. Encumbrances, expenses and expenditures of the various appropriations described in the budget document shall be made by those departments and employees designated therein as the requisitioning authorities.

SECTION 3. The following budget control policies shall become effective upon the adoption of this ordinance:

1. The operating Budget of the City of Roseville and the Successor Agency ofthe Roseville Redevelopment Agency shall be approved within the major expenditure/expense summary categories of:
    a. Salaries and Wages
    b. Benefits
    c. Materials, Supplies, and Services
    d. Internal Reimbursements
    e. Capital Outlay
    f. Debt Service

g. Transfers Out

2. Capital Improvement Plan. The Capital Budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Capital Improvement Project.

3. Non-Capital Multiyear Projects. The non-capital multiyear project budget forthe City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Non-Capital Multiyear Project.

4. The City Manager or designee shall apply prudent monitoring procedures to assure that actual expenditures/expenses of the City and the Successor Agencyof the Roseville Redevelopment Agency do not exceed the appropriations at the department level by fund.

5. The City Council delegates authority to the City Manager or designee to approve the movement of City Council approved appropriations within the same fund, excluding Capital Improvement and Non-Capital Multiyear Projects.

6. Appropriation increases, revenue increases, and transfers to or from funds shall require approval by the City Council.

7. The City Manager and Assistant City Manager/Chief Financial Officer are directed to maintain the General Fund Emergency Reserve at approximately ten percent (10%) of General Fund operating expenditures and transfers out, pursuant to the City's General Fund Reserves Policy. The City Manager and Chief Financial Officer are also directed to maintain reserves of ten percent (10%) of total operating expense and transfers out for applicable utility funds as a reserve for economic uncertainties.

8. The City Manager or designee is authorized to increase the Fiscal Year 2020-21 budget appropriations in the amount of the remaining unspent appropriations from the prior fiscal year for active capital and non-capital multi-yearprojects.

9. Annually, completed or inactive projects will be closed, except for projects that have existing litigation, payment disputes or other extenuating circumstances. An inactive project is defined as one where transaction activity is less than $1,000 over the prior three years. Closures are the responsibility of the designated project manager. The managing department and the City Manager or designee have the authority to process the necessary documentation to close inactive projects. Unobligated appropriations for all inactive projects will expire on June 30, 2020, following the third full year of the last appropriation to theproject.

10. All encumbrances for valid purchase orders and contracts in effect as of June 30, 2020, will remain in effect in the following fiscal year. The City Manager or designee is authorized to increase the Fiscal Year 2020-21 budgetappropriations in the amount of the outstanding encumbrances for valid purchase orders and contracts as of June 30, 2020.

11. The City Manager or designee is authorized to eliminate funds as required for proper accounting and fiscal management when the purpose of a fund has expired and its fund balance has been expended.

12. The City Manager is authorized to revise any appropriation made in the Adopted Budget where the revision does not increase appropriations and is consistent with City Council intent.

13. The City Manager is authorized to increase appropriations in any department or project from the General Fund Administrative Contingency.

14. The City Manager is authorized to increase appropriations in the Environmental Utilities funds from the respective fund's contingency budget.

15. The City Manager is authorized to refine/add content, as may be needed to meet Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO) budgeting award requirements, in the Proposed Budget to create the FY2020-21 Approved Budget.

SECTION 4. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Roseville is hereby established in the FY2020-21 Approved Budget. The State Department of Finance provides the City the annual adjustment factors used in the appropriation limit calculation. The factors are the changes in the California Per Capita Personal Income and population levels for the City or the County.

SECTION 5. It is hereby ordered that a copy of this ordinance and the budget document be certified by the City Clerk and filed in the office of the City Clerk. The City Clerk is directed to post a copy of this ordinance in three (3) conspicuous locations in the City and enter the posting thereof in the Ordinance Book.

SECTION 6. This ordinance is required for the orderly operation and maintenance of municipal activities and the appropriations for usual and current expenses of the City and the Successor Agency of the Roseville Redevelopment Agency during the 2020-2021 fiscal year. Therefore, this ordinance shall take effect immediately upon passage hereof as an urgency ordinance, pursuant to Section 5.03 of the Charter of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 17th day of February, 2021 by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

COUNCIL COMMUNICATION

CC #: 1292
File #: 0324

Title:	Hazardous Materials Training Center - Agreements and Budget Adjustment
Contact:	Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends City Council take the following actions:

1. Adopt a resolution to approve the Roseville Derailment Training Facility Regional Hazardous Materials Response contract with the California Office of Emergency Services (Cal OES), and authorize the City Manager to execute it on behalf of the City; and

2. Adopt a resolution to approve the Donation Agreement with Union Pacific Railroad Company and authorize the City Manager to execute it on behalf of the City; and

3. By motion, accept the donation of capital assets from Union Pacific Railroad Company valued at $36,924 on behalf of the City of Roseville; and

4. Adopt an ordinance approving the attached FY2020-21 budget adjustment.

BACKGROUND

The Roseville Fire Department maintains a Type I Hazardous Materials team capable of responding to various hazardous materials rail incidents in Roseville and the surrounding area. The department offers hazardous materials training for emergency responders and department personnel. Roseville has developed partnerships with California Specialized Training Institute (CSTI), Cal OES and Union Pacific Railroad (UPRR) for financial and material support to enhance hazmat training opportunities.

In 2016, UPRR donated a tank car to the Roseville Fire Department which allowed the department to begin teaching an advanced tank car safety course to staff and agencies throughout California. UPRR and Cal OES were pleased with the success of the course and the response by instructors and students to an incident immediately after the course. UPRR is donating four tank cars to create a derailment training center which will enhance hazmat training in the western United States. The value of the tank cars is approximately $36,924. Cal OES has offered a $100,000 contract with Roseville Fire to relocate the donated tank cars to Roseville, and develop the only derailment training site in our region on City property located near the Fire Training

Center. There are only two other locations in the country with similar capabilities (Colorado and Texas). Roseville Fire is requesting to accept the UPRR tank cars donation, accept the Cal OES contract of $100,000, and approve a budget adjustment to facilitate the creation of the derailment training site.

FISCAL IMPACT

The total cost of the project will be reimbursed through the Cal OES contract and the capital asset donation from UPRR, with no impact to the General Fund. Maintenance costs will be minimal and can be absorbed by the existing Fire Department budget.

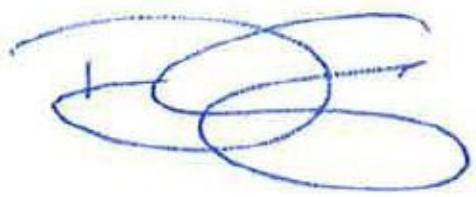
ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-068

OES Agreement

Resolution 21-069

Donation Agreement

Ordinance 6337

Budget Adjustment

RESOLUTION NO. 21-068

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Roseville Derailment Training Facility Regional Hazardous Materials Response with Cal OES has been reviewed by City Council;

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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SCO ID: 0690-A201004671

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
A201004671	GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

City of Roseville- Fire Department

2. The term of this Agreement is:

START DATE

January 15, 2021, or upon approval, whichever is later,

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

$100,000.00

One Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Statement of Work	8
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit B-1	Cost Sheet	1
+ -	Exhibit C *	General Terms and Conditions	1
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Roseville- Fire Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
316 Vernon Street, Suite 480	Roseville	CA	95678

PRINTED NAME OF PERSON SIGNING	TITLE
Dominick Casey	City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
A201004671	GOES-0690

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3650 Schriever Avenue	Mather	CA	95655

PRINTED NAME OF PERSON SIGNING	TITLE
Heather Carlson	Assistant Director, Administrative Services
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
STATEMENT OF WORK (SOW)

ROSEVILLE DERAILMENT TRAINING FACILITY
REGIONAL HAZARDOUS MATERIALS RESPONSE (REIMBURSABLE)

1. OBJECTIVE

This Agreement between the California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES") and the City of Roseville- Fire Department (hereinafter referred to as the "Fire Agency") shall govern the reimbursements for a portion of the Fire Agency's costs of developing a Hazardous Materials Derailment Training Facility. Conducting continued refresher and attrition training for the Cal OES sponsored hazardous materials response teams (identified in BCP 0690-400-BCP-2018-MR), to ensure sustainability and competency is scheduled by Cal OES specifically related to the Regional Hazardous Materials Response (RHMR) Program.

The Cal OES mission is to protect lives and property, build capabilities and capacity, and support our communities for a resilient California. This is achieved by serving the public through effective collaboration in preparing for, protecting against, responding to, recovering from, and mitigating the impacts of all hazards and threats. Cal OES provides regional and onsite response trainings in the event of a release of hazardous materials from a railcar or railroad accident involving a railcar designated to transport hazardous material commodities. There are presently no existing derailment training sites north of the California Specialized Training Institute (hereinafter referred to as CSTI) in San Luis Obispo.

The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to develop a hazardous materials rail car derailment training facility. The project will allow the Fire Agency to utilize the donated damaged rail cars for the development of a regional derailment site in Northern California. The derailment training site will allow Cal OES Type II Hazardous Materials Response Teams and local government first responders the opportunity to train and exercise in a realistic setting. Cal OES and the Fire Agency will use the most cost effective means for providing funding for Roseville derailment training site.

The contract includes $100,000.00 of funding for the Fire Agency to develop a derailment training site at the Roseville Training Center.

2. TERM/PERIOD OF PERFORMANCE

A. The period of performance for the Agreement shall be from January 15, 2021, or upon approval, whichever is later, through June 30, 2021, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.

To ensure that funds are reimbursed prior to June 30, 2021, the services shall be completed prior to April 30, 2021.

B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.

C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments.

3. BUDGETED AMOUNT

The award of this Agreement shall not exceed $100,000.00. Any increases to the budgeted amount will be at the rates evaluated and considered herein and shall be agreed upon by Cal OES and the Fire Agency. Additionally, there is no obligation on Cal OES' part to utilize the entire amount.

4. PROJECT TASKS AND DELIVERABLES

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

A. City of Roseville- Fire Department will accept the donation of four damaged and certified clean rail cars from Union Pacific Railroad within one (1) month of the executed contract.

B. City of Roseville- Fire Department and Cal OES will collaborate on the movement of the donated rail cars to the Roseville Training Center within one (1) month of the executed contract.

C. City of Roseville- Fire Department and Cal OES will collaborate on the set up and development of the derailment training site upon execution of the contract.

D. City of Roseville- Fire Department will collaborate with Cal OES on the transport of railcars to the derailment training site.

E. City of Roseville- Fire Department will ensure that the safety of all employees and workers remain the highest priority while working on this project. City of Roseville- Fire Department and Cal OES will ensure that a Medical Plan (ICS206) and Safety Plan (ICS208) are included in the Action Plan throughout to extent of the contract.

F. City of Roseville- Fire Department and Cal OES will ensure that COVID-19 requirements are included in the Safety Plan throughout the extent of the contract.

G. City of Roseville- Fire Department will provide security measures to provide for the safety of all equipment at the training site for ten (10) years after the completion of the project.

H. Cal OES will provide public funds from the RHMR program not to exceed $100,000 through June 30, 2021.

I. All work and reimbursements are to be completed and submitted to Cal OES prior to April 31, 2021.

J. City of Roseville- Fire Department agrees to provide access to the Roseville Rail Car Derailment training site for Cal OES / CSTI training and exercises for ten (10) years after the completion of the project.

5. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

It shall be Cal OES' sole determination as to whether a deliverable has been successfully completed and acceptable to Cal OES. Acceptance criteria shall consist of the following:

A. The Fire Agency is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.

B. The Fire Agency shall meet all time-lines and deliverable due dates as described herein.

C. Payment for tasks performed under this Agreement shall be as stated in Exhibit B-1, Cost Worksheet. It shall be Cal OES' sole determination as to whether the tasks and deliverables identified in this Agreement have been successfully completed and are acceptable.

D. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of each deliverable completed and acceptance of the invoice by Cal OES.

E. Invoices shall be submitted monthly in arrears, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1, Cost Worksheet.

6. FIRE AGENCY RESPONSIBILITIES

A. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.

B. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

C. The Fire Agency shall pay civilian personnel and contractors not otherwise covered by the California Fire Assistance Agreement, at the rate and method formally negotiated and agreed upon prior to providing the services, between the Fire Agency and the Civilians rostered for the exercise in those positions.

D. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.

7. CAL OES RESPONSIBILITIES

A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.

B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

8. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed or the products produced by the Fire Agency fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.

B. The Fire Agency must respond to Cal OES within (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.

   i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.

C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.

   i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.

D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.

   i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.

E. In the event of Agreement termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.

9. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level:	Larry Collins, Deputy Chief, Fire and Rescue Special Operations (916) 845-8751 Larry.Collins@caloes.ca.gov
Second level:	Brian Marshall, Fire Chief, Fire and Rescue (916) 845-8711 Brian.Marshall@caloes.ca.gov

Third level: Christina Curry, Chief Deputy Director
(916) 845-8533
Christina.Curry@caloes.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Fire Agency. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.

B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.

C. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

11. SUBCONTRACTING PROVISIONS

A. The Fire Agency will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.

B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.

C. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.

D. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Fire Agency's invoice(s).

E. The Fire Agency's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

12. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquiries:

The California Governor's Office of Emergency Services		**City of Roseville- Fire Department**	
NAME:	Contract Manager, Chuck Tobias, Assistant Chief	**NAME:**	Kevin Cullison
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	**ADDRESS:**	2700 Sweeney Drive Woodlgnd, CA 95776
PHONE:	(916) 845-8830	**PHONE:**	(530) 400-7406
EMAIL:	Chuck.Tobias@caloes.ca.gov	**EMAIL:**	kcullison@roseville.ca.us

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		**City of Roseville- Fire Department**	
NAME:	Dana Cook, Contract Analyst	**NAME:**	Kevin Cullison
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	**ADDRESS:**	2700 Sweeney Drive Woodlgnd, CA 95776
PHONE:	(916) 845-8931	**PHONE:**	(530) 400-7406
EMAIL:	Dana.Cook@caloes.ca.gov	**EMAIL:**	kcullison@roseville.ca.us

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.

2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:

   A. Agreement No.
   B. Fire Agency
   C. Service
   D. Itemized Cost
   E. Invoice Date

   Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Fire Agency's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.

4. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees; on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources website: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

   Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

5. Submit invoices electronically via email to:

   California Governor's Office of Emergency Services
   Email: apinvoices@caloes.ca.gov
   Attention: Accounting Unit,
   Agreement A201004671

6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other

considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.

7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Fire Agency to reflect the reduced amount.

8. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

9. Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs.

EXHIBIT B-1
COST SHEET

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	PRICE
1	Development of the Derailment Training Site at the Roseville Training Center (including any applicable travel expenses)*	$100,000.00
	Total Award	$100,000.00

*Fire Agency travel reimbursements, while on approved program business, will be reimbursed for actual travel expenses based on the policies and rates determined by the California Department of Human Resources (Cal HR) for excluded state employees and Fire Agencies. These rates and policies can be found at:

http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx.

Above cost to be completed based on the classification levels staff utilized at the Fire Agency.

The Fire Agency will only be reimbursed based on the above costs. No other costs will be reimbursed without prior approval.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) 04/2017 are hereby incorporated by reference and can be accessed by visiting the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to Cal OES by the United States Government for the Fiscal Year(s) 2020/2021 and 2021/2022 covered by this agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

2. DEBARMENT AND SUSPENSION CLAUSE

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (https://www.sam.gov/SAM/) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by Cal OES. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Cal OES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm

RESOLUTION NO. 21-069

APPROVING A DONATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNION PACIFIC RAILROAD COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Donation Agreement regarding the donation of capital assets from Union Pacific Railroad Company, has been reviewed by City Council;

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

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

DONATION AGREEMENT

This Donation Agreement (the "Donation Agreement") dated December 22, 2020, is entered into between UNION PACIFIC RAILROAD COMPANY (the "Donor") and The city of Roseville (the "Recipient").

WHEREAS, the Donor has in its possession tanks cars, as more fully described in the attached Exhibit A (the "Equipment").

WHEREAS, the Recipient wishes to receive the Equipment as a donation from the Donor and the Donor wishes to donate the same to Recipient.

1. Liability. The Recipient assumes all risk associated with the receipt of the Equipment and agrees to release, defend, indemnify and save harmless the Donor, its successors and assigns, from and against any and all liability, suits, claims, damages, judgments, cost (including, without limitation, attorneys' fees), losses outlays and expense (the "Liability") growing out of, caused by or contributed to by, or arising in any was whatsoever from the Equipment, including without limitation, liability growing out of, caused by or contributed to by, or arising in any way whatsoever from (1) the use of the Equipment; (2) the nature, fitness, design, condition or state of repair of the Equipment (or defects therein or thereof); (3) title to the Equipment; (4) any other cause or causation whatsoever, regardless of the negligence (whatever sole or otherwise), if any, of the Donor, its agents, servants employees or invitees; or (5) any environmental condition or contamination attributable to the Equipment, including scrapping, recycling or transportation.

2. Title to the Goods. The title to the Equipment that the Donor has shall pass to the Recipient upon delivery of the Equipment to the Recipient, which delivery shall be evidenced by execution of this Donation Agreement.

3. Risk of Loss. The risk of loss of the Equipment is passed by the Donor to the Recipient immediately upon execution of this Donation Agreement.

4. Donor Makes No Warranties. THE EQUIPMENT DONATED PURSUANT TO THIS DONATION AGREEMENT IS DELIVERED "AS IS" AND WITH ALL FAULTS, AND AS THERETO THE DONOR NEITHER MAKES NOR IMPLIES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF TITLE TO THE EQUIPMENT.

5. Subcontracting/Assignment. The parties may not assign their obligations under this Donation Agreement unless it shall first obtain the written approval of the non-assigning party.

6. Governing Law-Choice of Forum. The parties' respective rights and obligations hereunder are governed by the laws of the State of Nebraska, located in Douglas Country, Nebraska, and the parties consent to said courts' jurisdiction over the parties and the subject matter of said dispute and to proper venue in said courts.

NOW THEREFORE, the Donor agrees to donate the Equipment to the Recipient in consideration of the terms herein set forth.

UNION PACIFIC RAILROAD COMPANY	**THE CITY OF ROSEVILLE**
By: *Madalyn Johnson*	By: _____
Printed Name: Madalyn Johnson	Printed Name: _____
Title: Asset Disposition Manager	Title: _____

EXHIBIT A

Goshen Derailment tank cars

Car Numbers - CBTX 781322 GATX 215262 TILX 307711 UTLX 910311

All cars are cleaned and purged

The California Office of Emergency Services would fund the transportation of the tank cars

ORDINANCE NO. 6337

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended as listed on the attached budget adjustment for the Roseville Derailment Training Facility for Regional Hazardous Materials Response.

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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Katrina Rostam, Management Analyst II	FISCAL YEAR:	2020-2021
PREPARER NAME & TITLE:	Katrina Rostam, Management Analyst II	COUNCIL DATE (if applicable):	2/17/21
DEPARTMENT/DIVISION:	Fire Administration	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	6587	84001	700025	100,000	Equipment, supplies, and services related to the creation of a train derailment training facility funded by CalOES.
1001	6587	84001	700025	36,924	Capital Outlay - Tank cars to be capitalized.
			TOTAL	136,924	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4780	84001	700025	100,000	State grant revenue
1001	4640	84001	700025	36,924	Donated tank cars - recognize contribution for capital
			TOTAL	136,924	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Fire Department has been awarded a $100,000 contract to create a train derailment training facility by the California Office of Emergency Services (CalOES). The funds will be used for equipment, supplies and services related to the facility. The department has also procured privately donated equipment for use at the facility valued at $36,924.

REQUIRED APPROVALS:

Rick K. Bartee 2-1-2021

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 1289
File #: 0203-01 & 0201-01

Title:	Top Dresser and Utility Cart Purchase - Budget Adjustment
Contact:	Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff is recommending City Council adopt an ordinance to approve a budget adjustment increasing the FY2020-21 Fleet Replacement Fund budget by $16,500 for the replacement of one four-wheel drive utility cart and one top-dresser to be utilized in the Parks Division of the Parks, Recreation & Libraries Department.

BACKGROUND

The Parks, Recreation & Libraries Department was approved in the FY2020-21 budget to replace one two-wheel drive utility cart at a cost of $21,000, and to purchase a new 3 yard Top-dresser costing $14,500. The current utility cart was utilized for park maintenance. A four-wheel drive utility cart will allow more versatility in use, including access to remote and rugged areas of open space to perform necessary maintenance and monitoring tasks. The four-wheel drive utility cart cost is $23,000.

The Parks, Recreation & Libraries Department is also purchasing one top-dresser to be utilized for maintenance of the newly renovated 12-acre Maidu bermuda soccer complex and seven new bermuda softball/baseball fields. Periodic top-dressing of the fields is important to maintaining safer playing conditions and long-term sustainability of the asset. Originally, $14,500 was budgeted for a 3-yard unit. With the renovation of the Maidu soccer complex, plus the opening of the bermuda ball fields at Crabb, Central, and Pistachio Parks, a larger unit is necessary to complete top-dressing requirements in a timely and efficient manner and reduce down time for user groups. The larger 7-yard unit costs $29,000.

FISCAL IMPACT

The total cost of one Polaris utility cart at $23,000 and one top-dresser at $29,000, including options and sales tax, is $52,000. The originally approved budget amount from the Fleet Replacement Fund for FY2020-21 was $35,500 for both pieces of equipment. Staff requests Council approve a budget adjustment in the amount of $16,500 from the Parks, Recreation and Libraries Department's approved operations budget in the General Fund to the Fleet

Replacement Fund to authorize the additional expenditure from the FY2020-21 Fleet Replacement Fund budget.

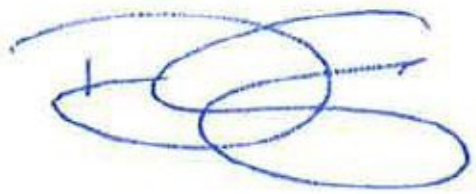
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation and Libraries Superintendent

Jill Geller, Parks, Recreation and Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6333

Budget Adjustment

ORDINANCE NO. 6333

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended by transferring appropriations as listed on the attached budget adjustment for a top dresser and utility cart.

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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Brian Castelliccio, Parks Recreation & Libraries Superinte
FISCAL YEAR: FY2020-21

PREPARER NAME & TITLE: Kathy Cullen, Management Analyst II
COUNCIL DATE (if applicable): 2/17/21

DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Parks Maintenance
ORDINANCE:

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6552	62601		2,000	Increase for replacement of utility cart #11-807.
4005	6552	62601		14,500	Increase for addition of a 7 yd. top dresser. Budget included a 3 yd. top dresser.
1001	5516	58110		16,500	GF - Vehicle shortage from Park Maint center unit #11-807 and top dresser addition.
1001	5301	58110		(16,500)	Reduction in Park's budget to absorb cost.
			TOTAL	16,500	

Revenues/Transfers In

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4254	62601		16,500	Revenue to cover vehicle shortage (58110 - Park Maint).
			TOTAL	16,500	

NET ADJUSTMENT	-	

Available Resources

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

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is approved in the FY2020-21 budget to replace one two-wheel drive utility cart (vehicle #11-807) at a cost of $21,000, and to purchase a new 3 yard Top-dresser costing $14,500. However, both vehicles require more funding due to changing needs. The current utility cart was utilized for park maintenance. A four-wheel drive utility cart will allow more versatility in use, including access to remote and rugged areas of open space to perform necessary maintenance and monitoring tasks. The four-wheel drive utility cart cost is $23,000, which is $2,000 more than the $21,000 currently budgeted.

The Parks, Recreation & Libraries Department is also purchasing one top-dresser to be utilized for maintenance of the newly renovated 12 acre Maidu Bermuda soccer complex and seven new Bermuda softball/baseball fields. Periodic top-dressing of the fields is important to maintaining safer play conditions and long term sustainability of the asset. Originally, $14,500 was budgeted for the smaller 3 yard unit. With the renovation of the Maidu soccer complex, plus the opening of the Bermuda ball fields at Crabb, Central, and Pistachio Parks, a larger unit is necessary to complete top-dressing requirements in a timely and efficient manner and reduce down time for user groups. The larger 7 yard unit costs $29,000, which is $14,500 more than the $14,500 currently budgeted. The increased replacement costs for both vehicles can be absorbed by the Parks, Recreation & Libraries budget. Rent for these vehicles is already included in the FY2020-21 budget.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	1/26/21 DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

COUNCIL COMMUNICATION

CC #: 1288
File #: 0214 & 0201-01

Title:	Edward Byrne Memorial Justice Assistance Program – Grant Award and Budget Adjustment
Contact:	Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.23.

RECOMMENDATION TO COUNCIL

The Police Department recommends that City Council:

1) Adopt a resolution accepting the grant award in the amount of $15,774, and authorize the City Manager to execute the required documents on behalf of the City; and
2) Adopt an ordinance to approve a budget adjustment in the amount of $15,774.

BACKGROUND

The City of Roseville has been allocated a grant from the U.S. Department of Justice, Office of Justice Programs. The Edward Byrne Memorial Justice Assistance Grant Programs allocate funds annually to states and local jurisdictions for law enforcement and criminal justice purposes. The amount of the grant is determined by a formula comprised of the jurisdiction's population and crime rate. This year, the City of Roseville has been allocated $15,774. The Police Department recommends using the grant to support the department's crime prevention, marketing, and public outreach efforts.

The grant will support a new part-time temporary position within the Police Department. The position will assist in coordinating the many crime prevention, marketing, and public education programs that enhance the safety and economic viability of our City. The new part-time position will work approximately 10 hours per week and will not exceed 1,000 hours per year.

If the Police Department does not receive the Justice Assistance Grant in the future, this position will be eliminated from the Department budget and the position will not be filled.

Recruitment for this new position started in early 2020 but the department has been unable to fill the position due to finding a qualified candidate who can pass a background. We will continue to recruit in order to find the best candidate. A perspective candidate is scheduled to start in February of 2021 if the hiring process moves forward accordingly.

The department filed for and was successfully granted a two year extension to expend the unused FY2019-20 funds.

FISCAL IMPACT

The grant will add $15,774 to the Police Department budget to support its crime prevention, marketing, and public outreach programs.

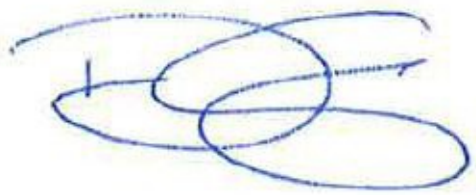
ENVIRONMENTAL REVIEW

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)).

Respectfully Submitted,

Rob Baquera, Department Public Information Officer

Troy Bergstrom, Acting Police Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-067

2020 JAG application

Certificate of assurances

Ordinance 6332

Budget adjustment

RESOLUTION NO. 21-067

ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Roseville Police Department has been allocated funds from the 2020 Edward Byrne Memorial Justice Assistance Grant Program from the U.S. Department of Justice, Office of Justice Programs; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant Program allocates funds annually to state and local jurisdictions for law enforcement and criminal justice purposes; and

WHEREAS, the Roseville Police Department was awarded a $15,774 grant and recommends using the grant to support the department's crime prevention, marketing, and public outreach efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City accepts the 2020 Edward Byrne Memorial Justice Assistance grant funds and the City Manager is authorized to execute the grant award document on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Roseville	Organizational Unit Police Department
Address 1051 Junction Blvd. roseville, California 95678-7191	Name and telephone number of the person to be contacted on matters involving this application Baquera, Rob (916) 774-5015
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 94-6000409	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Crime reduction through crime prevention, education, and increased public awareness
12. AREAS AFFECTED BY PROJECT Crime prevention, crime prevention campaign, education, media campaigns in the city of Roseville, California.	
13. PROPOSED PROJECT Start Date: October 01, 2019 End Date: September 30, 2021	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project CA04

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$15,763	This preapplication/application was made available to the state executive order 12372 process for review on 07/29/2020
Applicant	$0	
State	$0	
Local	$0	
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$15,763	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

Edward Byrne Memorial Justice Assistance (JAG) Program 2020

Project Title: Crime reduction through crime prevention, education, and increased public awareness

Program narrative*:*
JAG funds will be used to fund the salary of a part-time marketing technician. This person will work to coordinate the Department's crime prevention, public outreach and education efforts with the goal of decreasing the City's property crime through increased public awareness. Due to the COVID-19 Pandemic, the Department has had to adjust the way crime prevention information is disseminated to the public. Community meetings, Citizen's Academies, and outreach that were once done in person are/will need to be done virtually.

Roseville is the largest city in Placer County and home to the area's largest shopping mall. Several smaller shopping areas, as well as restaurants and entertainment venues, are also located within the city. As a result, Roseville draws many shoppers from outside the city and county. With an increase in shoppers and visitors to the area, criminals have found a "target-rich environment" to commit larceny (shoplifting, thefts from vehicles, thefts of vehicle parts and accessories, bicycle thefts, and other thefts). Many of these property crimes can be prevented through education and public awareness

Roseville is a safe city with a violent crime rate lower than the state average. However, in 2018 Roseville's rate of larceny (theft) was 38% higher than the state average.

Larceny

Roseville 2,543*

California 1,571*

*All numbers represent the number of reported crimes per 100,000 inhabitants (Uniform Crime Report).

The marketing technician funded by this grant would work in the Public Affairs Unit under the supervision of the Department's Public Information Officer.

Some of the projects/campaigns to be coordinated by the marketing technician include:

- **Citizen's Academy** - The Department plans to conduct its first virtual Citizen's Academy during the fall of 2020.
- **Crime Prevention Campaign**s – Based on data from the Department's Crime Analysis Unit, media campaigns can be developed to educate the public on trending property crimes, and how to reduce the chances of becoming a victim.
- **Community Meetings**- This includes Neighborhood Watch, Neighborhood Association, and other crime prevention education meetings. These meeting can be done in person or virtually.
- **Community Outreach Events** – These can be done virtually or in person depending on the COVID-19 pandemic.

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$15,287	$0	$0	$0	$0	$0	$0	$0	$15,287
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
E. Supplies	$0	$0	$11	$0	$0	$0	$0	$0	$0	$0	$11
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$476	$0	$0	$0	$0	$0	$0	$0	$476
Total Direct Costs	$0	$0	$15,774	$0	$0	$0	$0	$0	$0	$0	$15,774
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$0	$0	$15,774	$0	$0	$0	$0	$0	$0	$0	$15,774
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHA or ICE? NO
2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? NO
3) If yes to either:
    i. Please provide a copy of each law or policy
    ii. Please describe each practice.
    iii. Please explain how the law, policy, or practice complies with 8 U.S.C. 1373.

Applicant Disclosure of Pending Applications

The City of Roseville does not have (and is not proposed as a sub recipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for sub awards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application."

ORDINANCE NO. 6332

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended by transferring appropriations as listed on the attached budget adjustment for the Edward Byrne Memorial Justice Assistance Program grant funds.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____ day of_____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst

FISCAL YEAR: 20/21

PREPARER NAME & TITLE: Mark Peinado / Management Analyst

COUNCIL DATE (if applicable): 2/17/21

DEPARTMENT/DIVISION: POLICE DEPT.

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5050	44001		15,774	Part-time temp salary - 1000 hours
1001	5980	44001		(15,774)	Labor reimbursement - Police JAG project 700022
1001	5080	84001	700022	15,774	DOJ - JAG grant from Police Admin
			TOTAL	15,774	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4401	84001	700022	15,774	Federal - Justice Assistance Grant (JAG)
			TOTAL	15,774	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Police Department has been granted funding from the FY2020 Edward Byrne Memorial Justice Assistance Grant, through the U.S. Department of Justice Office of Justice Programs, in the amount of $15,774. The grant will be used to create a part-time temporary position within Police Administration to assist In coordinating crime prevention, marketing and public education programs In the City of Roseville. The part-time positon will work approximately 10 hours per week, and will not exceed 1,000 hours per year.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	1/20/2021 DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

1/19/20213:39 PM

COUNCIL COMMUNICATION

CC #: 1291
File #: 0400-04-12 & 0400-04-12-2 & 0400-02

Title:	Second Reading - Sierra Vista Specific Plan Parcel JM-40 - Rezone and Development Agreement Amendments
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6334 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6335 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & BAGLEY") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6336 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & COMPUTER DEDUCTIONS") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

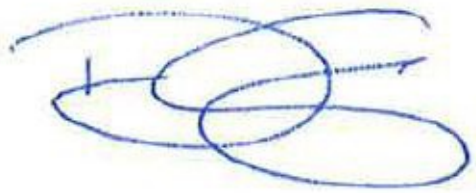
ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Rezone Ordinance 6334

Ordinance 6335

Ordinance 6336

ORDINANCE NO. 6334

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. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan.

SECTION 2. 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 JM-40 of the Sierra Vista Specific Plan in the City of Roseville, as shown and so designated in Exhibit F, attached and incorporated herein by reference, is hereby rezoned from Commercial Mixed Use/Special Area (CMU/SA) to Small Lot Residential with Modified Development Standards (RS/DS).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6335

ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & BAGLEY") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN 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 Second Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the 3rd Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified on May 5, 2010), 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 Second Amendment to Development Agreement, and makes the following findings:

1. The Second 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 Sierra Vista Specific Plan;

2. The Second Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Second 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 Second Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, 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 ____ 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6336

ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & COMPUTER DEDUCTIONS") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN 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 Second Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

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SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second 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 Sierra Vista Specific Plan;

2. The Second Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Second 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 Second Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, 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 ____ 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1271
File #: 0704-01-01

Title: Denio Family Park (F-54) - Master Plan Approval
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Approve the master plan for the Denio Family Park (F-54) in West Roseville.

BACKGROUND

Location and Size

The location of this 95.5 acre city-wide park site is off of Fiddyment Road to the east, Hayden Parkway on the south, Corin Drive on the west and Blue Oaks Boulevard to the north.

Public Outreach

Public workshops were held in conjunction with workshops with the Developer related to entitlement changes to the area in July and October 2017. Additionally, a two-week write-in period was held from September 18 - October 2, 2020. During this period, 14 comments were received. Of those providing feedback, seven like the design and are excited about a disc golf course, four want a skate track, two don't like the idea of a disc golf course and one wanted to see changes to the dog park location.

No homes are adjacent to the site except for a life estate with the Corin Family and a well site. Staff met with the Corins last year in 2019, reviewed the proposed plan on September 24, 2020 and met with them onsite on October 5, 2020. A final video conference with the Corins was held on December 8, 2020.

Based on these conversations, changes were made to the master plan to eliminate the trail connection on the south end of the park, as it was inconsistent with the bikeway master plan and would require a bridge. By so doing, the access to this area as a part of a disc golf course was not realistic. Additional revisions to the design relocated the dog park and associated parking lot, off of the main park entrance on Fiddyment Rd. This allows the dog park users to share in the other amenities such as the restrooms and picnic area.

Related to a skate track, while the site is large, half the site is a Preserve with two creek tributaries winding through it. This minimizes opportunities for a more developed component such as a skate track, especially when considering additional parking capacity/needs. The proposed amenities,

outlined below, utilizes the developable portions of the site. Staff is reviewing the potential of locating a skate track at another site in West Roseville and if it is determined to be feasible, will bring this to Council for review and approval.

Master Plan Proposal

The master plan proposes a design that retains the natural beauty of the park site. More than half the site is a Preserve and contains a large number of native Oak trees. Two creek tributaries run through the site, creating three sub-areas. A residence, which has been demolished, was formerly on site with a driveway off Fiddyment Road. The driveway still exists.

The master plan honors and retains the Oak trees and locates all amenities at the existing entrance off Fiddyment Road and outside of the Preserve areas. A fenced off-leash dog park with separate large and small dog areas totaling about 3 acres in size will be constructed with its own parking lot adjacent to the dog park. A disc golf course is proposed in the open and developable areas outside of the Preserve on either side of the existing driveway and utilizes the padded area where the residence used to be as the main parking area, restroom and picnic area. If approved, a disc golf course designer would be retained to refine the layout given the site constraints.

Consistent with the bikeway master plan, a trail is shown connecting to the trail system to the north under Blue Oaks Boulevard to the existing trail on the west at Norm Fratis Park. A bike trail is a permitted use within a Preserve.

Schedule

As with all citywide parks, this park may be constructed in phases. A first phase may be the disc golf course with support amenities and the dog park. While the layout of the disc golf course could occur rather quickly, it may take time to develop the needed support amenities. The target for these improvements is late summer 2022.

Parks & Recreation Commission

The master plan was presented to the Parks & Recreation Commission at the October 5, 2020 meeting. The Commission voted to recommend approval of the master plan to the City Council, pending environmental clearance.

FISCAL IMPACT

Development funds have been collected through the West Roseville Citywide Park Development Fund. The total budget for the park, including soft costs, is $5,000,000. Maintenance costs would be approximately $75,000/year. The funding source for maintenance is provided through the General Fund. Funding for at least Phase 1 of the park is planned to be recommended in the FY2021-22 budget.

ENVIRONMENTAL REVIEW

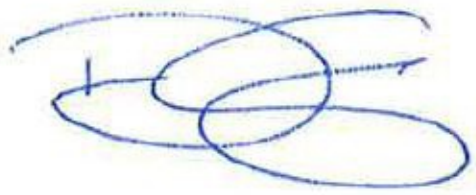
Development of the F-54 Park site was previously evaluated in the West Roseville Specific Plan EIR (certified February 27, 2004 and SCH No. 2002082057), and identified in the associated West Roseville Specific Plan. Construction of the F-54 Park site is within the scope of the project covered by the West Roseville Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including

parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the West Roseville Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented during the design and construction of the F-54 Park site. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Denio (F-54) Master Plan

CITY OF ROSEVILLE CALIFORNIA

QUADRIGA
landscape architecture and planning, inc.
sacramento | santa rosa
916.441.2129 | www.quadriga-inc.com

LEGEND

- Open Space Preserve
- Proposed Shade Tree
- Proposed Native Tree
- Disc Golf Course Area
- Multi-Use Trail

December 1, 2020

0 100' 200'
SCALE: 1" = 100'-0"

NORTH

L1
Draft Master Plan

F-54 Denio Family Park
Roseville, CA

Scale: 1" = 100'-0"

CITY OF ROSEVILLE CALIFORNIA
QUADRIGA
landscape architecture and planning, inc.
sacramento | santa rosa
916.441.2129 | www.quadriga-inc.com

DISC GOLF
PRACTICE AREA

Large Group
Picnic Area
with Shade
Shelters

Parking Area
2 Spaces

12' Wide Road

24' Wide Road

OVERFLOW
PARKING

PARKING LOT 49 SPACES

Dog Park
Parking Lot,
See Sheet L3

4-Door Restroom

Drinking Fountain

Bike Racks

32 SPACES
Gravel Surface

Small Picnic Area
with Shade Shelter

Small Picnic Area

DOG PARK
SEE SHEET L3

DISC GOLF
COURSE

LEGEND

- Open Space Preserve
- Concrete Paving
- Gravel Paving
- AC Paving
- Mulch Surface
- Planting Area
- Proposed Shade Tree
- Proposed Native Tree
- Disc Golf Course Area

December 1, 2020

0 20' 40'
SCALE: 1" = 20'-0"

NORTH

L2
Enlarged Concept Plan

F-54 Denio Family Park
Roseville, CA
Picnic Area
Scale: 1" = 20'-0"

CITY OF ROSEVILLE CALIFORNIA

QUADRIGA
landscape architecture and planning, inc.
sacramento | santa rosa
916.441.2129 | www.quadriga-inc.com

LEGEND

- Open Space Preserve
- Concrete Paving
- Gravel Paving
- AC Paving
- Mulch Surface
- Planting Area
- Proposed Shade Tree
- Proposed Native Tree
- Disc Golf Course Area

December 1, 2020

SCALE: 1" = 30'-0"

NORTH

L3

Enlarged Concept Plan

F-54 Denio Family Park
Roseville, CA
Dog Park
Scale: 1" = 30'-0"

COUNCIL COMMUNICATION

CC #: 1290
File #: 0102-10

Title: Resolution - Tim Rath
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Commend Tim Rath for his 19 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

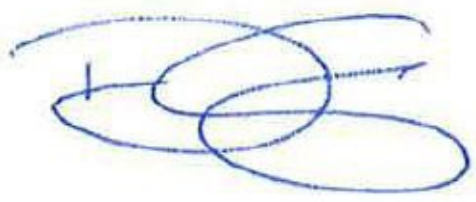
ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution

Resolution

Whereas, Tim Rath began his distinguished career with the City of Roseville in the Central Services Department in 2001 as a Building Maintenance Worker I/II. In 2013, Tim took a position with the Development Services Department as a Construction Inspector I/II. In 2019, Tim was promoted to Senior Construction Inspector with the City's Development Services Department and has chosen to retire after 19 years of dedicated services; and

Whereas, Tim received promotions up to Senior Construction Inspector during his tenure with the City and has been responsible for inspecting and managing Capital Improvement Projects, Development Projects, and Commercial Projects for the Engineering Divisions of Development Services, and Public Works; and

Whereas, Tim has been involved with many challenging design and construction projects, including the newest Kaiser expansion; and

Whereas, Tim performed a leading role in improving the City procedures and standards, finding software and devices which would work well for the inspection staff in the effort to help the City go paperless, and helped train new inspection staff; and

Whereas, Tim's commitment to betterment of self and the City was expressed through awards and certificates earned throughout his career, including the Pride of Roseville "Unsung Award" in 2013; and

Whereas, Tim's almost 19 year career with the City gave him the opportunity to develop relationships with Developers, Contractors, and City staff across multiple departments, where he will be remembered for his friendly smile, happy nature, resourcefulness, and dedication; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **TIM RATH** be commended for his 19 years of outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 17th day of February, 2021.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1284
File #: 0900-04-02 & 0201-01

Title:	Washington Boulevard/Andora Bridge Widening Phase 1 (Washington Bloulevard Bikeway and Pedestrian Pathways Project) - Approval of Plans and Specifications and Authorization to Call for Bids, Claim of Local Transportation Funds, and Budget Adjustment
Contact:	Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

1. Approve the plans and specifications for Phase 1 of the 2-phase Washington Boulevard/Andora Bridge Widening Project (also known as the Washington Boulevard Bikeway and Pedestrian Pathways Project) and authorize staff to call for bids;

2. Adopt a resolution approving the FY2020-21 claim of Local Transportation Funds (LTF), and authorize the City Manager or his designee to execute it on behalf of the City of Roseville;

3. Adopt an ordinance approving a budget adjustment in the amount of $182,000 to fund the Safe Routes to School education program portion of the Washington Boulevard Bikeway and Pedestrian Pathways Project.

BACKGROUND

The City's Roadway Capital Improvement Program (CIP) calls for Washington Boulevard to have four travel lanes between Sawtell Road and Diamond Oaks Road where there are currently only two lanes. This is the segment of Washington Boulevard that includes the narrow, 2-lane railroad underpass known as the Andora Underpass.

In 2017, the City was awarded an Active Transportation Program Cycle 3A grant for approximately $2 million to partially fund the bicycle and pedestrian improvements associated with the Washington Boulevard/Andora Bridge Widening CIP Project. As funding has yet to be identified for the full project, and the ATP funding has a construction start deadline of this summer, a change in scope was developed to divide the project into two phases. By dividing the project into two phases, the City was granted approval from the California Transportation Commission (CTC) to use the ATP grant funds for the Phase 1 project, known as The Washington Boulevard Bikeway

and Pedestrian Pathways Project.

Phase 1 of the project provides:

- Widening of Washington Boulevard from Sawtell Road to just north of Kaseberg Drive, and from just north of the Andora Underpass to Pleasant Grove Boulevard;
- Construction of a Class 1 multi-use path on the east side of Washington Boulevard from just north of All America City Boulevard to the existing path at the Andora Undercrossing;
- Installation of a new traffic signal at Kaseberg Dr.; and
- Improvements to pedestrian and bicycle crossings at existing traffic signals along Washington Blvd between All America City Boulevard and Pleasant Grove Blvd.

Plans and specifications are attached to this Staff Report and paper copies are available at the City Clerk's Office for review.

Construction of Phase 1 is anticipated to begin in late spring of 2021, with completion expected in early 2022.

LOCAL TRANSPORTATION FUNDS (LTF) CLAIM

LTF revenue comes from a 1/4 cent sales tax in Placer County and is used for local transportation programs as authorized by the Transportation Development Act (TDA). Each year the Placer County Transportation Planning Agency (PCTPA) sets aside 2% of the area's LTF for bicycle & pedestrian uses. PCTPA then apportions the Bicycle/Pedestrian funds to jurisdictions on a population basis and develops a 5-year plan for disbursement of the funds.

For the 2016-20 funding cycle, $637,102 of LTF bicycle/pedestrian funds are available for use by the City of Roseville. Staff proposes that the LTF bicycle/pedestrian funds be programmed for Phase 1 of the Washington Boulevard/Andora Bridge Widening Project. The proposed LTF claim will allow the City to submit reimbursement requests to PCTPA for LTF bicycle/pedestrian revenue in the amount of $637,102 to offset FY2020-21 anticipated project construction expenses.

An additional $37,252 of unused LTF Bicycle/Pedestrian funds from a prior claim will be allocated to this project as well. The balance of the LTF funding needed for this project would come from LTF Article 8 (Streets and Roads) revenue that is part of separate claims for LTF funds.

PUBLIC OUTREACH

Safe Routes to Schools

The project ATP grant included a programmatic element for Safe Routes to Schools. The program will provide bicycle and pedestrian safety education program for students at Bradford Woodbridge Fundamental Elementary School, Vencil Brown Elementary School, George A. Buljan Middle School, and Roseville High School. The City has been successful in educating students on bicycle and pedestrian safety through the use of similar programs in approximately a dozen other schools throughout Roseville. This education program will be funded by $161,125 in ATP grant funds and $20,875 in LTF funds.

Construction

Public Works staff will be working closely with our communication team to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. Staff will inform residents and businesses about the project benefits and construction impacts

through a variety of methods including, but not limited to: direct mail, signage, social media, web, and email notifications.

FISCAL IMPACT

The Phase 1 estimated project cost of $7.2 million dollars is expected to be fully funded by:

$2,029,300 from an Active Transportation Program Grant;
$1,100,000 from a Congestion Mitigation Air Quality grant;
$1,276,204 from the Traffic Mitigation Fund;
$2,122,990 from LTF Article 8 (Streets and Roads) revenue;
$637,102 from the above-referenced LTF Bicycle/Pedestrian Claim; and
$37,252 of unused LTF Bicycle/Pedestrian funds from a prior claim.

Once the project is bid and actual construction costs are known, staff will prepare a budget adjustment for Council approval (with award of the construction agreement to the contractor) to fund the construction portion of the project.

At this time, we are only recommending a budget adjustment in the amount of $182,000 to allocate funding for the Safe Routes to Schools (SRTS) education component of this project. The awarded grant funds for the education component are entirely separate from the awarded grant funds for the construction of the project. This budget adjustment includes $161,125 in ATP grant funds awarded for SRTS education purposes only, and $20,875 in LTF matching funds to be used for SRTS education purposes only. The budget adjustment for the SRTS program will allow the City to begin outreach and education prior to construction, as contemplated by the ATP grant.

No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

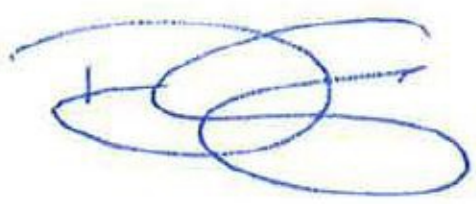
Council approval of bid documents for Washington Boulevard Bikeway and Pedestrian Project is an action that is subject to CEQA. Project level CEQA compliance for the Washington Boulevard Bikeway and Pedestrian Project was accomplished with the preparation of the Washington Boulevard/Andora Bridge Improvement Project EIR (certified by the City Council: October 23, 2019) (SCH#: 2016092028). Because the Washington Boulevard Bikeway and Pedestrian Project is consistent with the project evaluated in the Washington Boulevard/Andora Bridge Improvement Project EIR, no new effects would be expected to occur and all applicable mitigation measures from the Washington Boulevard/Andora Bridge Improvement Project EIR will be implemented.

The proposed claim for LTF and the requested budget adjustment for the Safe Route to Schools education program do not include the potential for a significant environmental effect, and therefore are not subject to CEQA. As such, no additional CEQA action is required at this time those items.

Respectfully Submitted,

Beth Taylor, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Location Map

Resolution 21-064

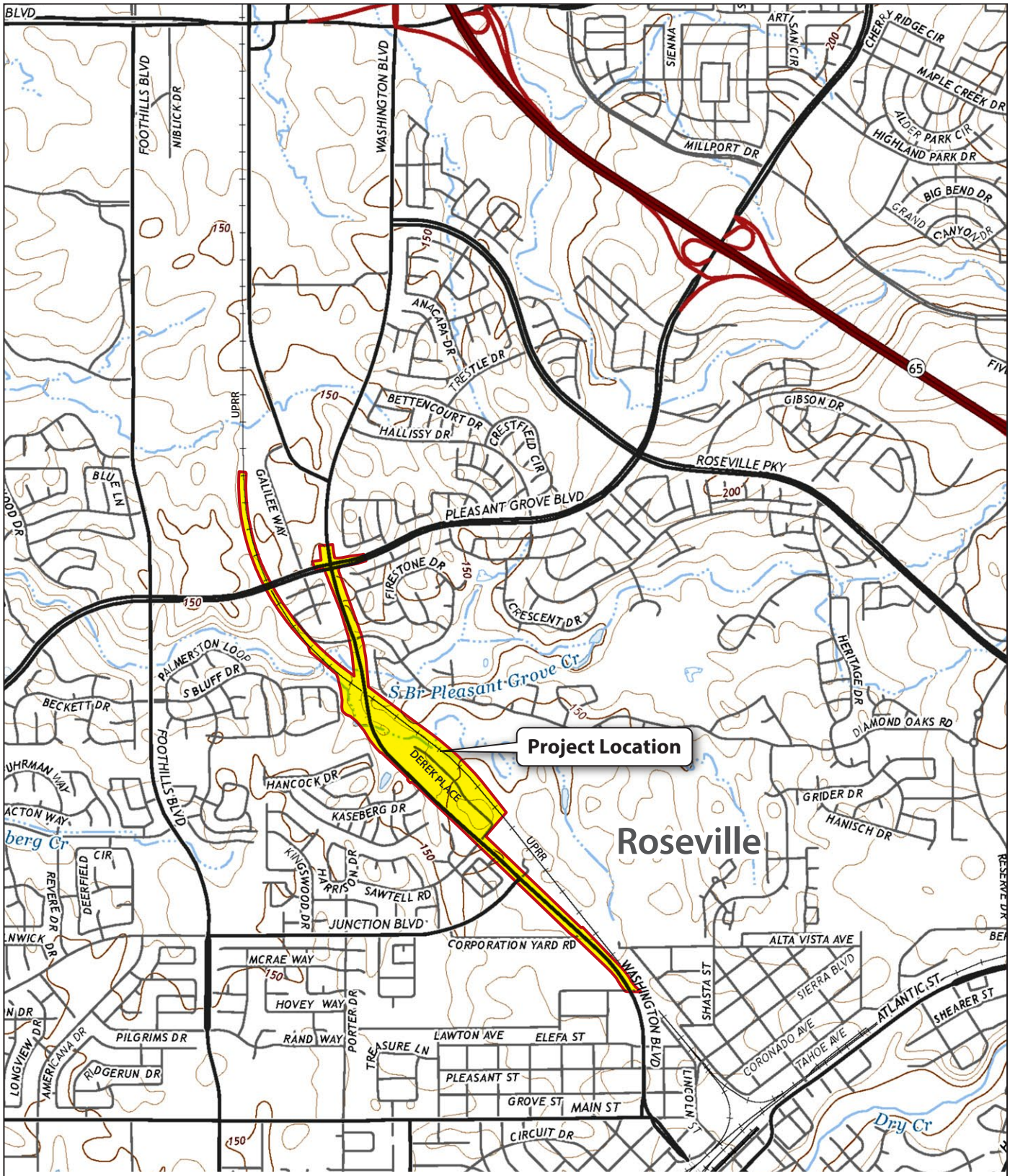
Claim for Bicycle and Pedestrian Funds

Project Plans

Project Manual

Ordinance 6330

Washington Andora Nl Budget Adjustment



Scale = 1:24,000

Base Map: US Topo 7.5' series Roseville, California quadrangle (2015)

Graphics ... 00274.16 (5-15-2019)

Washington Boulevard/Andora Bridge Widening Project
Phase 1: Washington Blvd Bikeway and Pedestrian Pathway Project
Location Map

RESOLUTION NO. 21-064

APPROVING A CLAIM OF LOCAL TRANSPORTATION FUNDS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Local Transportation Fund (LTF) revenue comes from a 1/4 cent sales tax in Placer County and is used for local transportation programs as authorized by the Transportation Development Act (TDA); and

WHEREAS, each year the Placer County Transportation Planning Agency (PCTPA) sets aside 2% of the area's LTF for bicycle & pedestrian uses; and

WHEREAS, $637,102 of LTF bicycle/pedestrian funds are available for use by the City of Roseville for the 2016-20 funding cycle; and

WHEREAS, staff proposes that the LTF bicycle/pedestrian funds be programmed for Phase 1 of the Washington Boulevard/Andora Bridge Widening Project; and

WHEREAS, the proposed LTF claim will allow the City to submit reimbursement requests to PCTPA for LTF bicycle/pedestrian revenue in the amount of $637,102 to offset FY2020-21 anticipated project construction expenses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said claim of funds is hereby approved and that the City Manager or his designee 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

CLAIM FOR BICYCLE AND PEDESTRIAN FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Roseville
ADDRESS: 316 Vernon St., Suite 150
Roseville, CA 95678

CONTACT PERSON: Michael Dour
Phone:(916) 746-1304 Email:mdour@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code, AS AMENDED (Chapter 3, Section 99234), that this claim for Bicycle and Pedestrian funds in the amount of $637,102 be approved for Fiscal Year 2020/21 , to be drawn from the Bicycle and Pedestrian Trust Fund.

When approved, this claim will be transmitted to the Placer County Auditor for funds to be reserved. Jurisdictions will receive payment as reimbursement of funds expended in implementing bicycle and pedestrian projects. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:

BY: _____ (signature)
TITLE: _____
DATE: _____

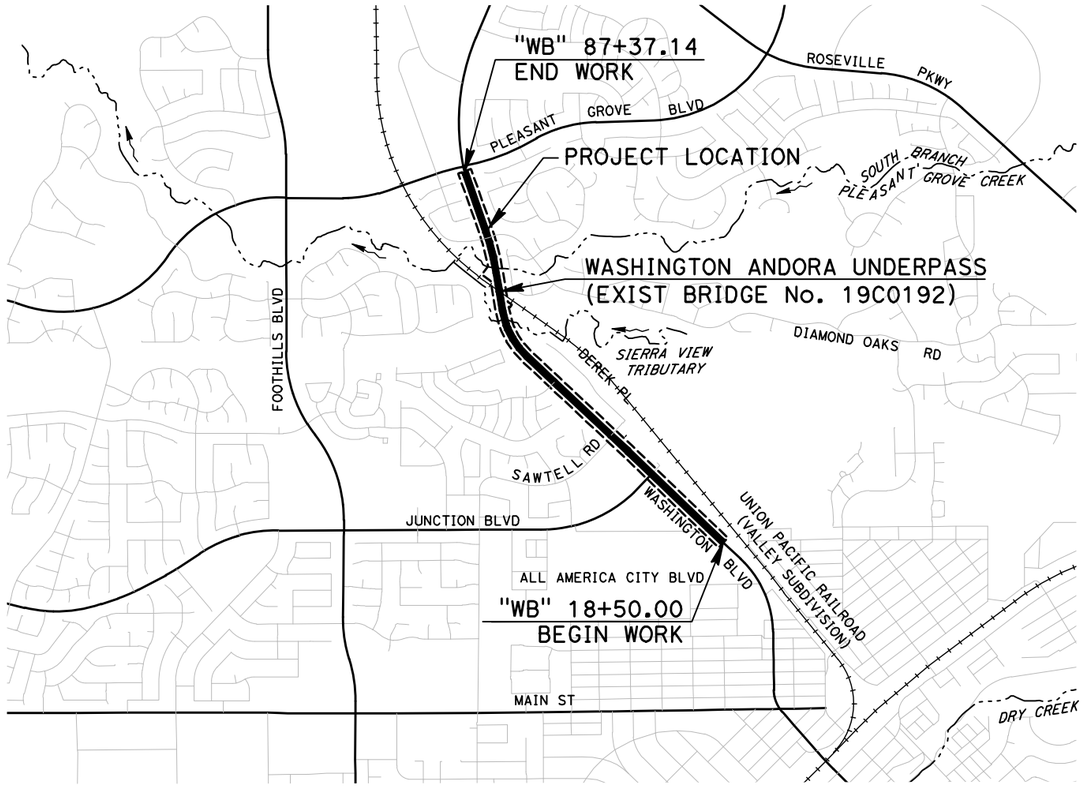
BY: _____ (signature)
TITLE: CITY MANAGER
DATE: _____

ABBREVIATIONS:

AB – AGGREGATE BASE
AC – ASPHALT CONCRETE
AVE – AVENUE
BC – BEGIN CURVE
Beg – BEGIN
BLVD – BOULEVARD
BPB – BIKE PUSH BUTTON
BSW – BACK OF SIDEWALK/WALL
C&G – CURB & GUTTER
CG&SW – CURB, GUTTER, & SIDEWALK
℄ – CENTER LINE
CONC – CONCRETE
CONST – CONSTRUCTION
CP – CATCH POINT
CSP – CORRUGATED STEEL PIPE
CST – CITY STANDARDS
CT – CALTRANS
DET – DETAILS
DG – DECOMPOSED GRANITE
DI – DRAIN INLET
DR – DRIVE
EA – EACH
EC – END CURVE
ELEC – ELECTRIC LINE
ELEV – ELEVATION
EP – EDGE OF PAVEMENT
ESA – ENVIRONMENTALLY SENSITIVE AREA
EXIST – EXISTING
EX – EXCAVATION
FES – FLARED END SECTION
FG – FINAL GRADE
FH – FIRE HYDRANT
FL – FLOWLINE
FT – FEET
GB – GRADE BREAK
H – HEIGHT
HMA – HOT MIX ASPHALT
HP – HINGE POINT
INV – INVERT
IRR – IRRIGATION
JP – JOINT POLE
LIP – LIP OF GUTTER
Lt – LEFT
MAX – MAXIMUM
MH – MANHOLE
MIN – MINIMUM
MOD – MODIFICATION
MUTCD – MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES
No. – NUMBER
OG – ORIGINAL GROUND
OH – OVERHEAD UTILITY
PCC – PORTLAND CONCRETE CEMENT
PED – PEDESTRIAN
PG&E – PACIFIC GAS & ELECTRIC
PL – PROPERTY LINE/PLACE
PUE – PUBLIC UTILITY EASEMENT
PROP – PROPOSED
PVC – POLYVINYL CHLORIDE
PVMT – PAVEMENT
R – RADIUS
RD – ROAD
RCP – REINFORCED CONCRETE PIPE
Rem – REMOVE
Rt – RIGHT
R/W – RIGHT OF WAY
SAW – SAWCUT
SD – STORM DRAIN LINE
SDMH – STORM DRAIN MANHOLE
Shld – SHOULDER
SS – SANITARY SEWER LINE
SSCO – SANITARY SEWER CLEANOUT
SSMH – SANITARY SEWER MANHOLE
ST – STREET
STA – STATION
STD – STANDARD
SW – SIDEWALK
TB – TELEPHONE BOX
TBC – TOP BACK OF CURB
TI – TRAFFIC INDEX
TYP – TYPICAL
UG – UNDERGROUND UTILITY
UPRR – UNION PACIFIC RAILROAD
Var – VARIES
WM – WATER METER
WMH – WATER MANHOLE
WS – WATER SERVICE
WV – WATER VALVE

IMPROVEMENT PLANS
FOR
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
PROJECT # 400015

CITY OF ROSEVILLE CALIFORNIA



VICINITY MAP
SCALE: NONE

INDEX OF PLAN SHEETS

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25-27	WPC-1 TO WPC-3	TEMPORARY WATER POLLUTION CONTROL
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APPROVAL RECOMMENDED BY:

STEFANIE KEMEN, P.E. — DATE
PRINCIPAL ENGINEER/DIVISION MANAGER
CITY OF ROSEVILLE
RCE 72653

APPROVED BY:

JASON SHYKOWSKI, P.E. — DATE
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

SUBMITTED BY:

JONY TJI RCE 73291 — 10/1/2020 DATE
ENGINEER IN RESPONSIBLE CHARGE
MARK THOMAS

CITY OF ROSEVILLE
UTILITY REPRESENTATIVES/CONTACTS

UTILITY	REPRESENTATIVES		PHONE
U.S.A.	U.S.A.		800-642-2444
ELECTRIC	ROSEVILLE ELECTRIC	JOEY MCKINNEY	916-774-5618
FIRE	ROSEVILLE FIRE DEPT.	PATRICK CHEW	916-774-5823
WATER	CITY OF ROSEVILLE	SEAN BIGLEY	916-774-5513
SEWER	CITY OF ROSEVILLE	KEN GLOTZBACH	916-774-5750
DRAINAGE	CITY OF ROSEVILLE	JERRY DANKBAR	916-746-5790
PARKS	CITY OF ROSEVILLE	JOEL DE JONG	916-223-7757
GAS	PACIFIC GAS & ELECTRIC	DAVE BOND	530-889-3261
TV	CONSOLIDATED COMMUNICATIONS	HANK BRAZ	916-786-1783
TELE	XO COMMUNICATIONS	STEVE LEOHNER	408-817-2800
TELE	XFINITY	STEVE ABELIA	916-830-6757
TELE	CENTURY LINK/QWEST/LEVEL 3	CALEB KING	918-547-0007
TELEPHONE	AT&T CALIFORNIA	ASTRID WILLARD	916-484-2388
JOINT TRENCH	VERIZON	MIC WOODMAN	801-618-4664
ELECTRIC	SMUD	JERRY CLARK	916-732-5246

T-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	NONE
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI — No. 73291 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

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

CITY OF ROSEVILLE CALIFORNIA
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TITLE

1 OF 53

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE 2015 EDITION OF THE STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS, SPECIAL PROVISIONS. THE CONTRACTOR SHALL HAVE SIGNED PLANS IN POSSESSION PRIOR TO BEGINNING WORK.

2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: 1-(800) 227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.

3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

4. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

5. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE.

7. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

8. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AND PEDESTRIAN HANDLING PLAN WHICH SHALL BE ACCEPTED BY THE CITY OF ROSEVILLE ENGINEERING DIVISION BEFORE START OF WORK IN THE RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF, AS PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DIVISION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THE CLOSURE.

9. ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE AND SHALL BE REMOVED TO THE ADJACENT JOINTS.

10. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.

11. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.

12. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.

13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.

14. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.

15. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.

16. THE CONTRACTOR SHALL NOTIFY THE PARKS CONSTRUCTION INSPECTOR (916-774-5748) A MINIMUM OF 3 WORKING DAYS PRIOR TO MODIFYING OR REPLACING EXISTING LANDSCAPE AND IRRIGATION. REPLACEMENT OF LANDSCAPING AND IRRIGATION SYSTEM SHALL BE DONE PER THE LATEST VERSION OF PARKS STANDARDS AND DIRECTION OF THE PARKS DEPARTMENT. DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL MAINTAIN IRRIGATION TO ALL LANDSCAPING NOT REMOVED BY THE PROJECT.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PEDESTRIANS, VEHICULAR TRAFFIC, EXISTING LANDSCAPE, AND SURVEY MARKERS WITHIN THE CONSTRUCTION LIMITS.

18. UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FORM THE SOLE NEGLIGENCE OF ENGINEER.

19. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT.

20. ALL PERMITS SHALL BE SECURED PRIOR TO START OF CONSTRUCTION.

21. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR WORKER AND PUBLIC SAFETY.

22. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.

23. STATIONING HEREON IS ALONG WASHINGTON BOULEVARD CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED. ALL STATIONING IS APPROXIMATE.

24. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

25. IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY. IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS, THE CITY OF ROSEVILLE SHALL BE CONTACTED IMMEDIATELY.

26. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

27. THE CONTRACTOR SHALL COORDINATE WITH CITY UTILITIES (ELECTRIC, SEWER, AND WATER) A MINIMUM OF 3 WEEKS PRIOR TO WORK. IF WATER SHUTOFF IS REQUIRED, THE CONTRACTOR SHALL GIVE NOTICE TO CITY UTILITIES 7 DAYS IN ADVANCE.

FIRE DEPARTMENT HAZARDOUS MATERIALS DISCLOSURE NOTE:

1. IF SITE SURVEY OR EARTH MOVING WORK RESULTS IN THE DISCOVERY OF HAZARDOUS MATERIALS IN CONTAINERS, OR WHAT APPEARS TO BE HAZARDOUS WASTES RELEASED INTO THE GROUND, THE CONTRACTOR OR APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE (916) 774-5800. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF THE SITE REMEDIATION IS REQUIRED.

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL DESIGN AND MATERIALS REPORT BY CRAWFORD & ASSOCIATES, INC., DATED 03/26/2018.

2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE ENGINEER. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.

3. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.

4. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.

5. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF THE ENGINEER, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.

6. ADJACENT STREET FRONTAGES SHALL BE SWEPT AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.

8. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5800. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.

9. THE CONTRACTOR IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD

10. CONTAMINATED SOIL - CONTRACTOR AGREES TO PROPERLY ADHERE TO ALL CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

11. IF SUBSTANTIAL FOSSIL REMAINS (PARTICULARLY VERTEBRATE REMAINS) ARE DISCOVERED DURING EARTH-DISRUPTING ACTIVITIES ON THE PROJECT SITE, ACTIVITIES WILL STOP IMMEDIATELY UNTIL A STATE-REGISTERED PROFESSIONAL GEOLOGIST OR QUALIFIED PROFESSIONAL PALEONTOLOGIST CAN ASSESS THE NATURE AND IMPORTANCE OF THE FIND AND A QUALIFIED PROFESSIONAL PALEONTOLOGIST CAN RECOMMEND APPROPRIATE TREATMENT. TREATMENT MAY INCLUDE PREPARATION AND RECOVERY OF FOSSIL MATERIALS SO THAT THEY CAN BE HOUSED IN AN APPROPRIATE MUSEUM OR UNIVERSITY COLLECTION, AND MAY ALSO INCLUDE PREPARATION OF A REPORT FOR PUBLICATION DESCRIBING THE FINDS. THE APPLICANT WILL BE RESPONSIBLE FOR ENSURING THAT RECOMMENDATIONS REGARDING TREATMENT AND REPORTING ARE IMPLEMENTED.

12. IF HUMAN REMAINS ARE DISCOVERED DURING ANY PHASE OF CONSTRUCTION, INCLUDING DISARTICULATED OR CREMATED REMAINS, THE CONSTRUCTION CONTRACTOR WILL IMMEDIATELY CEASE ALL GROUND-DISRUPTING ACTIVITIES WITHIN 100 FEET OF THE REMAINS AND NOTIFY THE CITY OF ROSEVILLE POLICE DEPARTMENT.

ENVIRONMENTAL COMMITMENT RECORD NOTE:

PURSUANT TO CEQA GUIDELINES, A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) HAS BEEN PREPARED AND ADOPTED. A COPY OF THE MMRP CAN BE FOUND IN APPENDIX OF THE SPECIAL PROVISIONS.

GN-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	NONE
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI — No. 73291 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

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

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

GENERAL NOTES

EROSION & SEDIMENT CONTROL NOTES:

1. THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (ORDER NO. 2009-009-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE. FOR MORE INFORMATION SEE; http://www.roseville.ca.us/eu/stormwater_management

2. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.

3. A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.

4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY ENGINEER. WDID No. _____.

5. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND WILDLIFE.

6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.

7. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE PROJECT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

8. CONTRACTOR SHALL HYDROSEED ALL DISTURBED AREAS AROUND THE PROJECT AND MULCH ALL AREAS AROUND THE SITE, AS SPECIFIED IN THE APPROVED SWPPP.

FIRE DEPARTMENT NOTES:

1. FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED WITHIN 150 FEET OF ALL STRUCTURES DURING CONSTRUCTION. ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 13'6" VERTICAL CLEARANCE.

2. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR BUILDINGS.

3. TEMPORARY ABOVE-GROUND FUEL STORAGE TANK MAY BE USED ON CONSTRUCTION SITES FOR DIESEL FUEL ONLY AND SHALL NOT EXCEED 1,000 GALLON LIQUID CAPACITY. SUCH INSTALLATIONS SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CITY FIRE CODE. A FIRE DEPARTMENT PERMIT SHALL BE OBTAINED PRIOR TO THE PLACEMENT OF SUCH TANKS ON THE SITE.

4. THE STREET ADDRESS OF THE CONSTRUCTION SITE SHALL BE CLEARLY IDENTIFIED AT ALL ENTRANCES INTO EACH EXISTING SITE. SUCH NUMBERS SHALL BE CLEARLY VISIBLE FROM THE STREET FRONTING THE PROPERTY AND SHALL CONTRAST IN COLOR WITH THEIR BACKGROUND AND A MINIMUM 6" LETTERING.

5. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.

6. ASPHALT AND TAR KETTLES SHALL NOT BE LOCATED WITHIN 20 FEET OF ANY COMBUSTIBLE MATERIAL, COMBUSTIBLE BUILDING SURFACE OR BUILDING OPENING. AN ATTENDANT SHALL BE WITHIN 100 FEET OF A KETTLE WHEN THE HEAT SOURCE IS OPERATING. A MINIMUM OF ONE 208:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE.

7. DRY WALL AND OTHER TEMPORARY HEATING DEVICES SHALL BE OF AN APPROVED TYPE, LOCATED AWAY FROM COMBUSTIBLE MATERIALS AND ATTENDED AND MAINTAINED AT ALL TIMES. HEATING DEVICES SHALL NOT BE OPERATED AFTER NORMAL WORKING HOURS WITHOUT BEING ATTENDED ON AN HOURLY BASIS.

8. CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF ARTICLE 49 OF THE CITY FIRE CODE. A FIRE WATCH SHALL BE PROVIDED DURING HOT WORK ACTIVITIES AND SHALL CONTINUE FOR A MINIMUM OF 30 MINUTES AFTER THE CONCLUSION OF THE WORK.

GENERAL LEGENDS

"WB" LINE	CENTERLINE
	TOPO. LINES
	R/W LINE
	EASEMENT
	SAWCUT LINE
F	FILL LINE
C	CUT LINE
	PROPOSED FENCE
	EXIST FENCE
	EXIST TREES
	CONTROL MONUMENT (AS NOTED)
	FD. PROPERTY CORNER (AS NOTED)
	YARD LIGHT
	ACCESSIBLE PARKING SYMBOL PAVEMENT MARKING

UTILITY LEGEND

sd	EXIST STORM DRAIN PIPE
s	EXIST SANITARY SEWER PIPE
w	EXIST WATER PIPE
tc	EXIST TELECOMMUNICATION
jt	EXIST JOINT TRENCH
e (oh)	EXIST OVERHEAD ELECTRICAL
tv	EXIST UNDERGROUND TELEPHONE
g	EXIST UNDERGROUND GAS LINE
	EXIST SEWER CLEANOUT
	EXIST FIRE HYDRANT
	EXIST WATER SERVICE
	EXIST STREET LIGHT
	EXIST STORM DRAIN MANHOLE
	EXIST STORM DRAIN INLET

GN-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESIGN BY:	JT
DRAWN BY:	JD
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SCALE:	NONE
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BY: 7/27/2020
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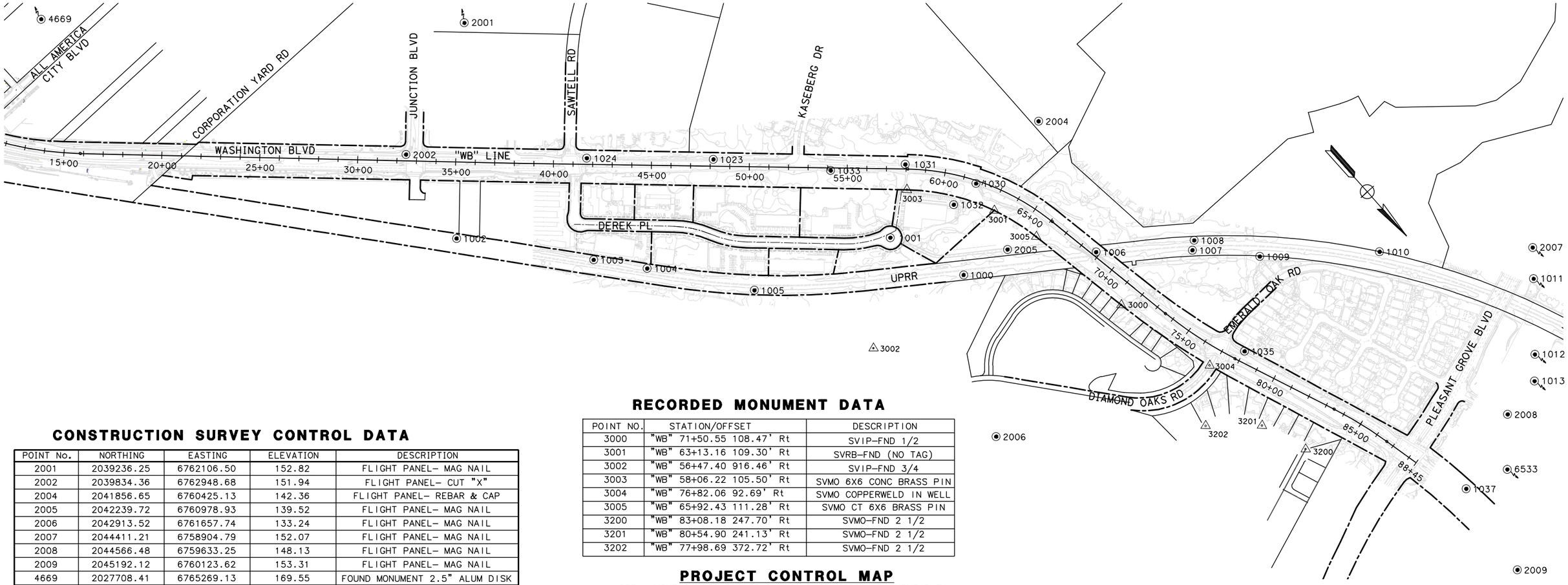
CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

GENERAL NOTES



CONSTRUCTION SURVEY CONTROL DATA

POINT No.	NORTHING	EASTING	ELEVATION	DESCRIPTION
2001	2039236.25	6762106.50	152.82	FLIGHT PANEL– MAG NAIL
2002	2039834.36	6762948.68	151.94	FLIGHT PANEL– CUT "X"
2004	2041856.65	6760425.13	142.36	FLIGHT PANEL– REBAR & CAP
2005	2042239.72	6760978.93	139.52	FLIGHT PANEL– MAG NAIL
2006	2042913.52	6761657.74	133.24	FLIGHT PANEL– MAG NAIL
2007	2044411.21	6758904.79	152.07	FLIGHT PANEL– MAG NAIL
2008	2044566.48	6759633.25	148.13	FLIGHT PANEL– MAG NAIL
2009	2045192.12	6760123.62	153.31	FLIGHT PANEL– MAG NAIL
4669	2027708.41	6765269.13	169.55	FOUND MONUMENT 2.5" ALUM DISK
6533	2050111.92	6758793.91	136.28	FOUND MONUMENT 2.5" ALUM DISK
1000	2042187.31	6761232.68	148.07	REBAR & CAP
1001	2041796.30	6761385.76	132.24	FOUND MOUNUMENT IN CITY WELL
1002	2040325.53	6763041.10	159.87	REBAR & CAP
1003	2040873.19	6762591.62	157.89	REBAR & CAP
1004	2041087.75	6762416.73	156.96	REBAR & CAP
1005	2041534.98	6762081.64	147.43	REBAR & CAP
1006	2042550.64	6760650.15	138.53	REBAR & CAP
1007	2042870.58	6760277.03	133.87	REBAR & CAP
1008	2042838.98	6760236.58	130.21	REBAR & CAP
1009	2043123.52	6760041.44	136.53	REBAR & CAP
1010	2043512.37	6759568.74	134.62	REBAR & CAP
1011	2044467.81	6759092.90	140.66	REBAR & CAP
1012	2045244.06	6758895.49	148.38	REBAR & CAP
1013	2045692.67	6758864.27	144.08	REBAR & CAP
1023	2040896.90	6761794.41	145.922	CUT "X"
1024	2040462.35	6762272.57	149.756	CUT "X"
1030	2041881.36	6760874.86	125.855	NAIL & SHINER
1031	2041567.93	6761079.76	133.7	NAIL & SHINER
1032	2041885.93	6761031.90	132.65	NAIL & SHINER
1033	2041337.52	6761384.67	137.33	NAIL & SHINER
1035	2043432.71	6760421.07	136.866	CUT "X"
1037	2044709.24	6760043.78	152.667	CUT "X"

RECORDED MONUMENT DATA

POINT NO.	STATION/OFFSET	DESCRIPTION
3000	"WB" 71+50.55 108.47' Rt	SVIP–FND 1/2
3001	"WB" 63+13.16 109.30' Rt	SVRB–FND (NO TAG)
3002	"WB" 56+47.40 916.46' Rt	SVIP–FND 3/4
3003	"WB" 58+06.22 105.50' Rt	SVMO 6X6 CONC BRASS PIN
3004	"WB" 76+82.06 92.69' Rt	SVMO COPPERWELD IN WELL
3005	"WB" 65+92.43 111.28' Rt	SVMO CT 6X6 BRASS PIN
3200	"WB" 83+08.18 247.70' Rt	SVMO–FND 2 1/2
3201	"WB" 80+54.90 241.13' Rt	SVMO–FND 2 1/2
3202	"WB" 77+98.69 372.72' Rt	SVMO–FND 2 1/2

PROJECT CONTROL MAP

SEE LAYOUT SHEETS FOR BEARINGS, DISTANCES AND CURVE DATA

DATUM

COORDINATES SHOWN ARE CCS83(2011), ZONE 2, EPOCH 2010.00

ELEVATIONS SHOWN ARE BASED ON THE "APPROVED 2012 CITY OF ROSEVILLE BENCHMARKS", CITY BM 8, HAVING AN ELEVATION OF 155.915 FEET.

COORDINATES AND ELEVATIONS SHOWN ARE IN U.S. SURVEY FEET. AN AVERAGE COMBINED FACTOR OF 0.99993 WILL BE USED FOR THIS PROJECT. DIVIDE GRID DISTANCE BY 1.00007 TO OBTAIN GROUND DISTANCES.

LEGEND

◉ XXX — SURVEY CONTROL

△ — RECORDED MONUMENT

NOTES

1. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONS CODE SECTION 8771(6) REGARDING REFERENCING, PRESERVING AND RECONSTRUCTING MONUMENTS.
2. CONTRACTOR SHALL PROVIDE THE AGENCY A MINIMUM OF TWO (2) WEEKS NOTICE PRIOR TO COMMENCING ANY WORK THAT COULD DAMAGE OR DESTROY ANY SURVEY MONUMENTS.
3. IF RECORDED MONUMENT IS DAMAGED BY CONTRACTOR'S OPERATIONS, CONTRACTOR SHALL REPLACE AT CONTRACTOR'S COST.

APPROVED FOR PROJECT CONTROL INFORMATION ONLY

PC-1

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	NONE
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

PROJECT CONTROL

NOTES:

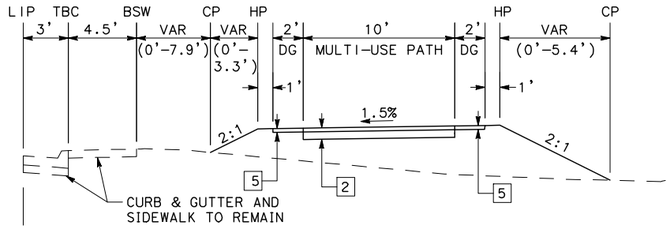
1. FOR LEGEND, SEE SHEET GN-2.
2. DIMENSIONS OF THE PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
3. SEE CONSTRUCTION DETAILS FOR MEDIAN LIMITS.

PAVEMENT DESIGN INFORMATION:

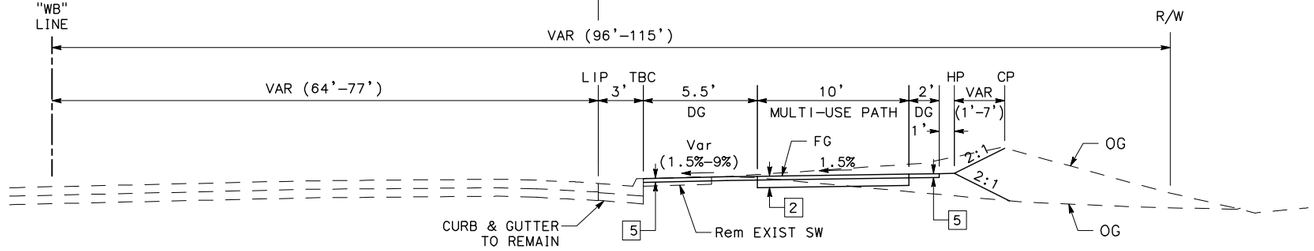
DESIGN SPEED	50 MPH	
ROADWAY TRAFFIC INDEX		
	TI	R-VALUE
NEW PAVEMENT SECTION	11	10

PROPOSED SECTIONS:

1. 0.55' HMA (TYPE A)
   2.05' AB (CLASS 2)
2. 0.25' HMA (TYPE A)
   0.50' AB (CLASS 2)
3. 0.50' PCC
4. 0.33' STAMPED CONCRETE
   0.33' AB (CLASS 2)
5. 0.25' DECOMPOSED GRANITE
6. 0.10' MICRO-SURFACING

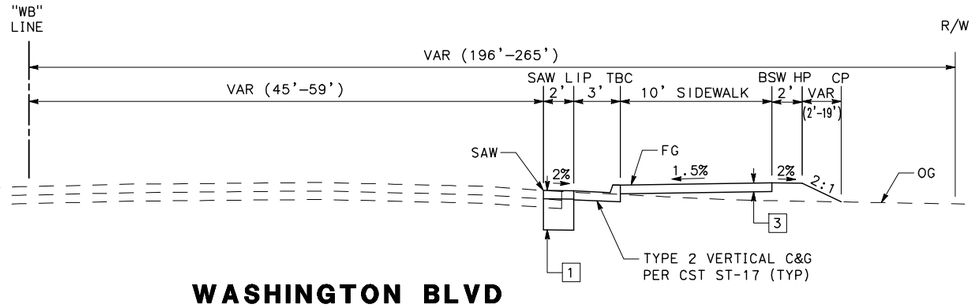


"WB" 39+34.46 TO 41+66.65



WASHINGTON BLVD

"WB" 20+33.18 TO 41+66.65



WASHINGTON BLVD

"WB" 18+50.00 TO 20+33.18

X-1

NO.	REVISIONS	BY	DATE

BENCH MARK
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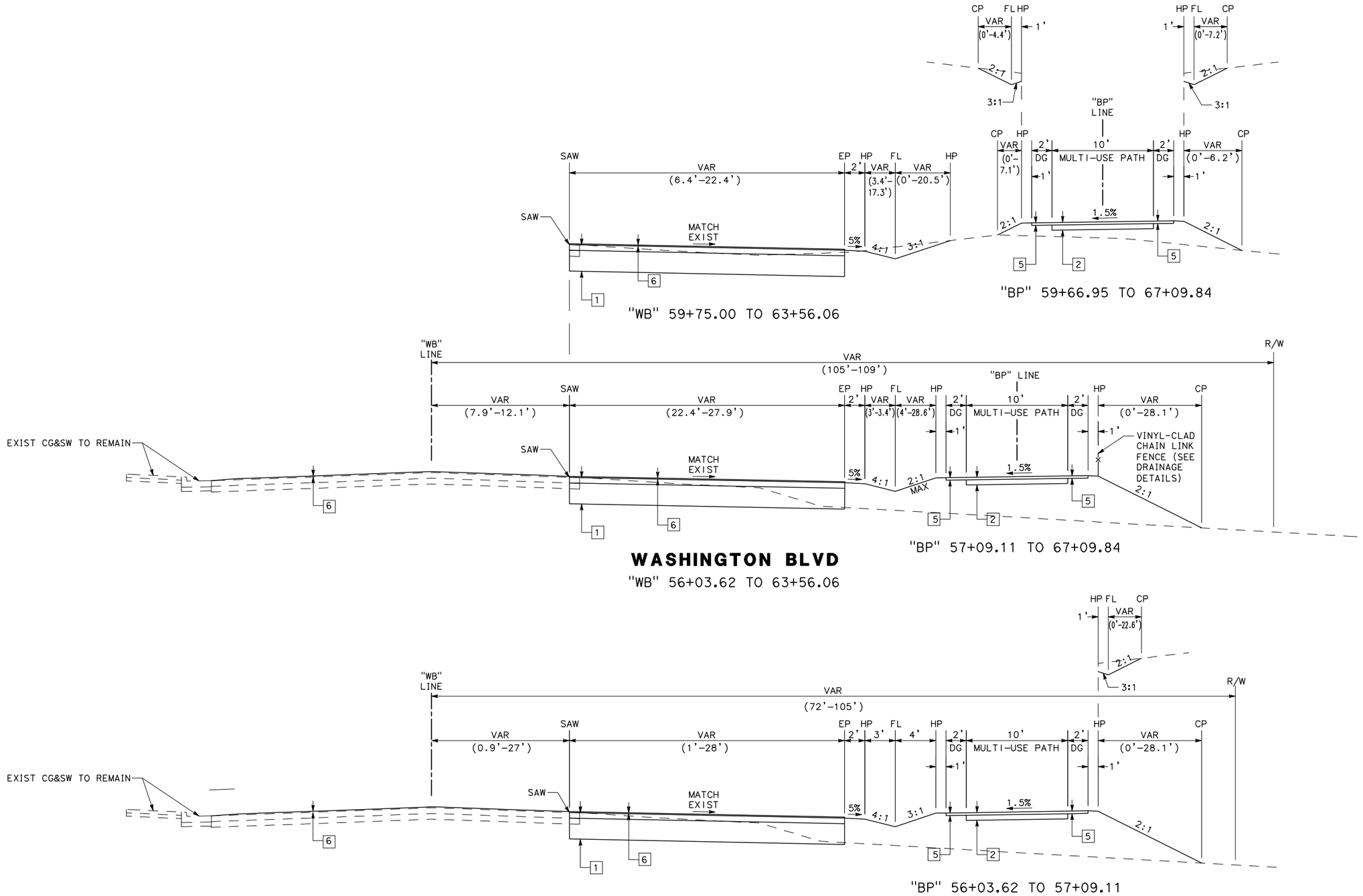
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TYPICAL CROSS SECTIONS



X-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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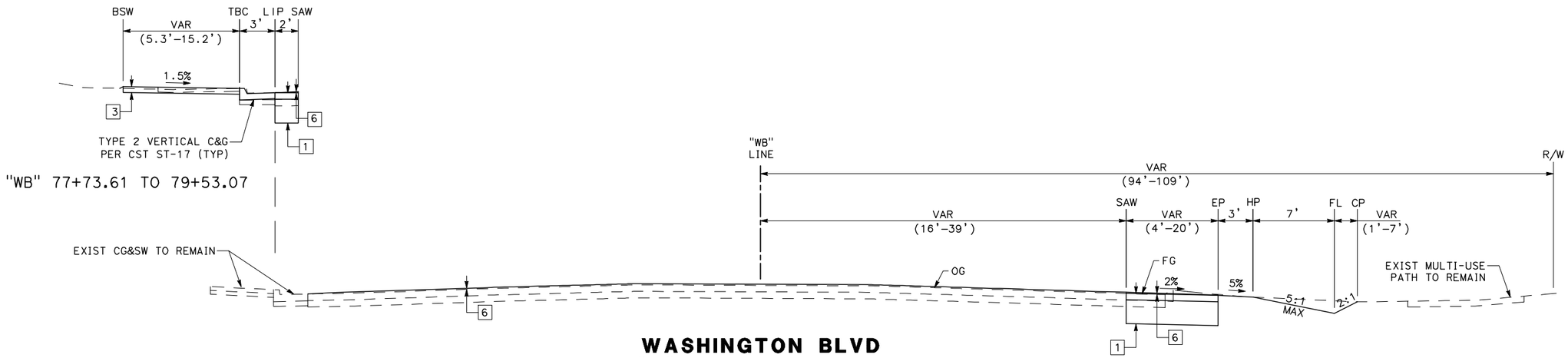
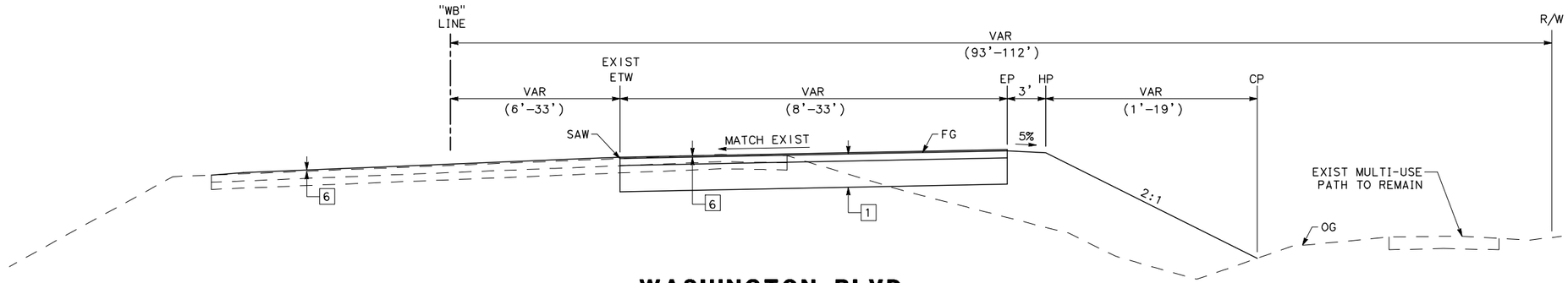
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

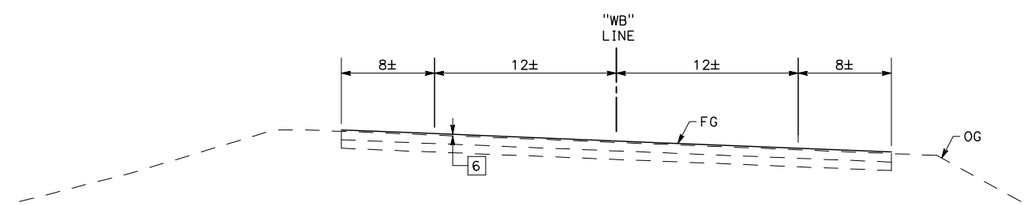
TYPICAL CROSS SECTIONS



WASHINGTON BLVD
"WB" 77+50.00 TO 83+06.44



WASHINGTON BLVD
"WB" 72+47.80 TO 77+50.00



WASHINGTON BLVD
"WB" 63+56.06 TO 72+47.80

X-3

NO.	REVISIONS	BY	DATE

BENCH MARK
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BY: 7/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI — No. 73291 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

MARK THOMAS
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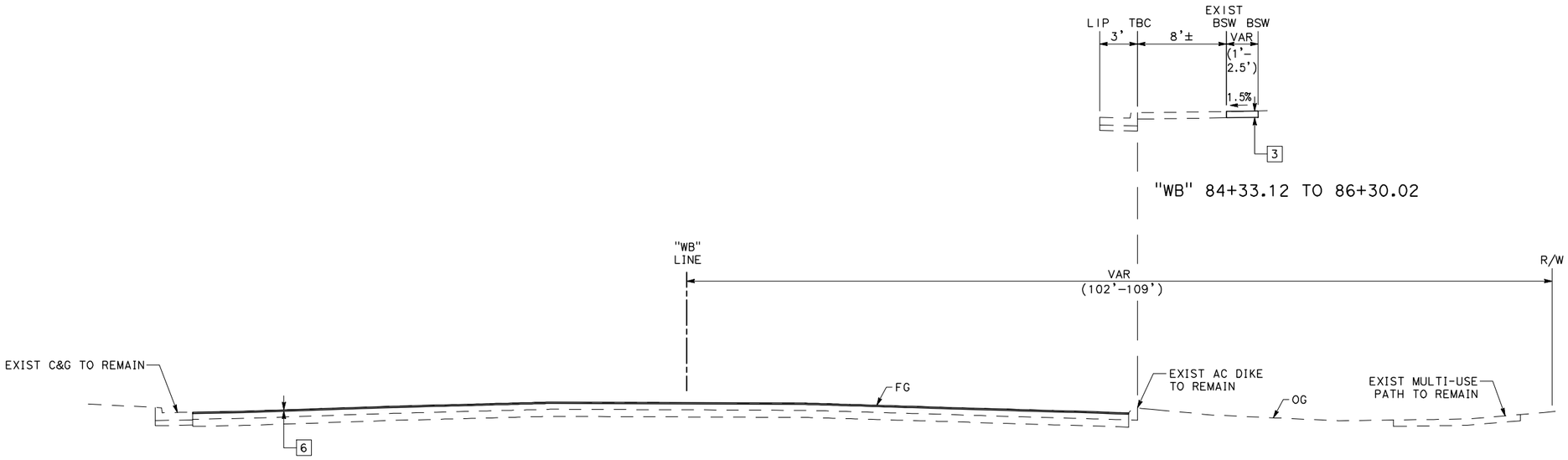
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746–1300

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TYPICAL CROSS SECTIONS



WASHINGTON BLVD

"WB" 83+06.44 TO 87+37.14

X-4

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	NONE
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

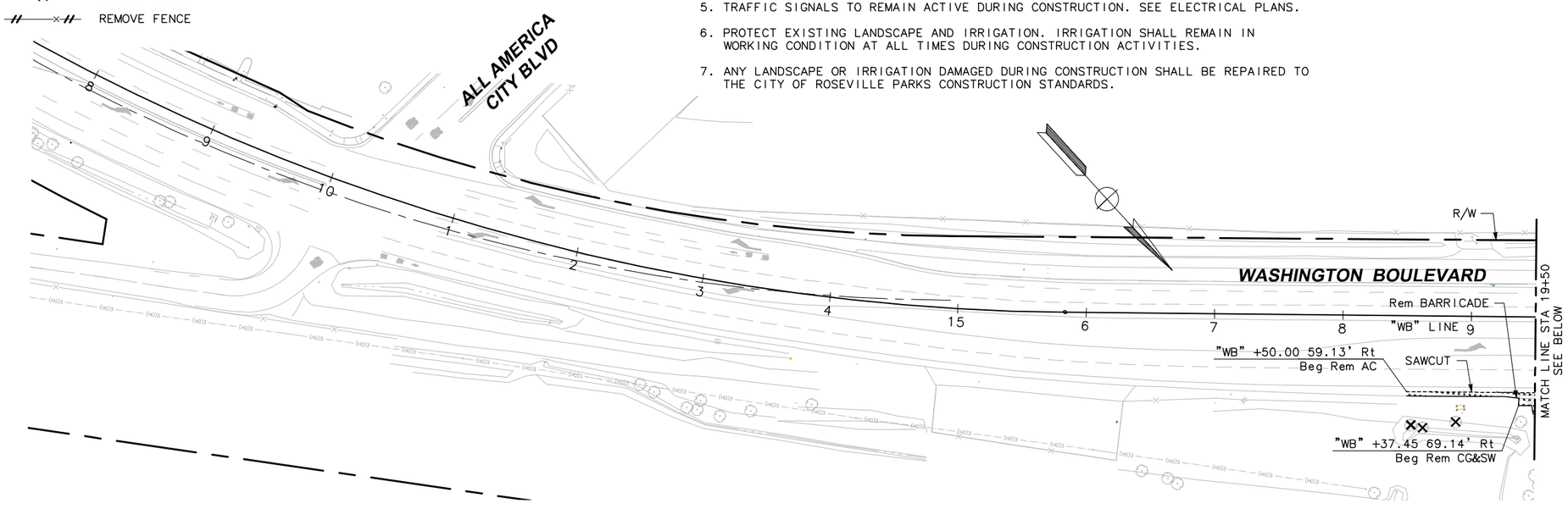
TYPICAL CROSS SECTIONS

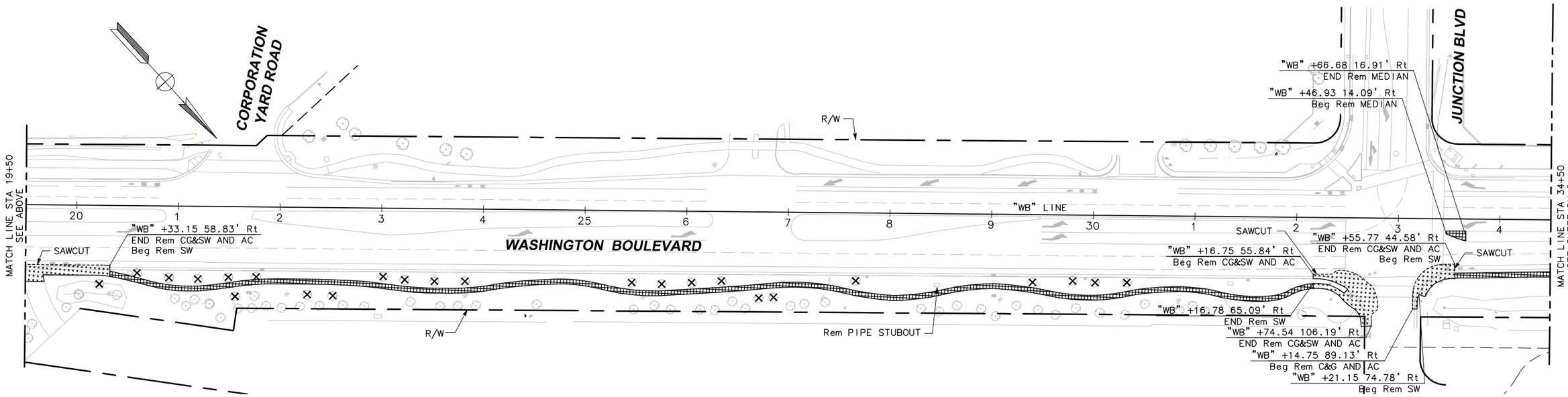
LEGEND

- REMOVE CONCRETE SIDEWALK, ISLAND, AND MEDIAN
- REMOVE CONCRETE CG&SW AND AC (ROADWAY EXCAVATION)
- REMOVE BASE AND SURFACING (1–FOOT MINIMUM)
- × REMOVE TREES
- REMOVE FENCE

NOTES:

1. ALL EXISTING FEATURES TO REMAIN UNLESS OTHERWISE NOTED.
2. SEE DRAINAGE AND UTILITY SHEETS FOR EXISTING UTILITY INFORMATION
3. SEE SIGNING AND STRIPING SHEETS FOR SIGN REMOVAL.
4. ALL TREES MARKED WITH PAINTED "X" WITH DBH EQUAL OR GREATER THAN 6" TO RE REMOVED. ENGINEER TO APPROVE MARKED TREE REMOVAL.
5. TRAFFIC SIGNALS TO REMAIN ACTIVE DURING CONSTRUCTION. SEE ELECTRICAL PLANS.
6. PROTECT EXISTING LANDSCAPE AND IRRIGATION. IRRIGATION SHALL REMAIN IN WORKING CONDITION AT ALL TIMES DURING CONSTRUCTION ACTIVITIES.
7. ANY LANDSCAPE OR IRRIGATION DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE CITY OF ROSEVILLE PARKS CONSTRUCTION STANDARDS.





DM-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA–16110

BY: 7/27/2020
PLANS APPROVAL DATE

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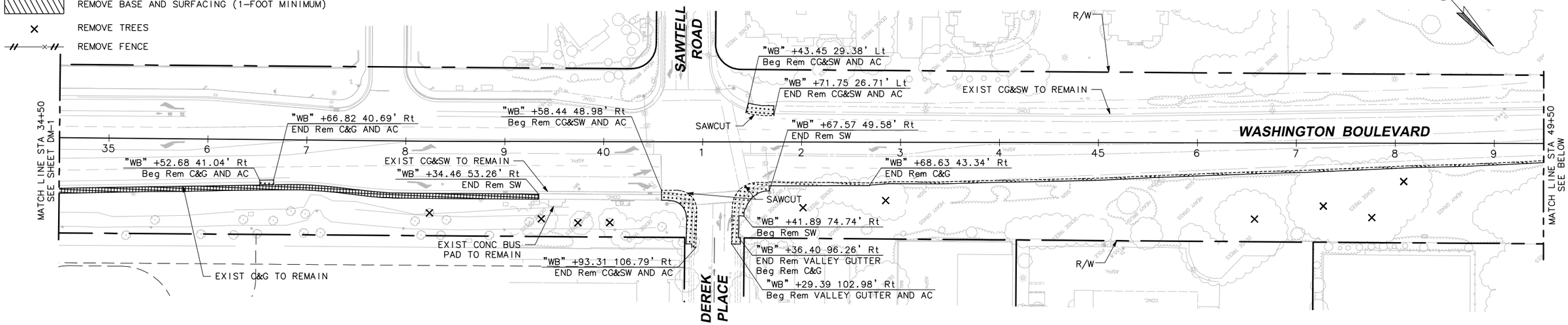
CITY OF ROSEVILLE CALIFORNIA

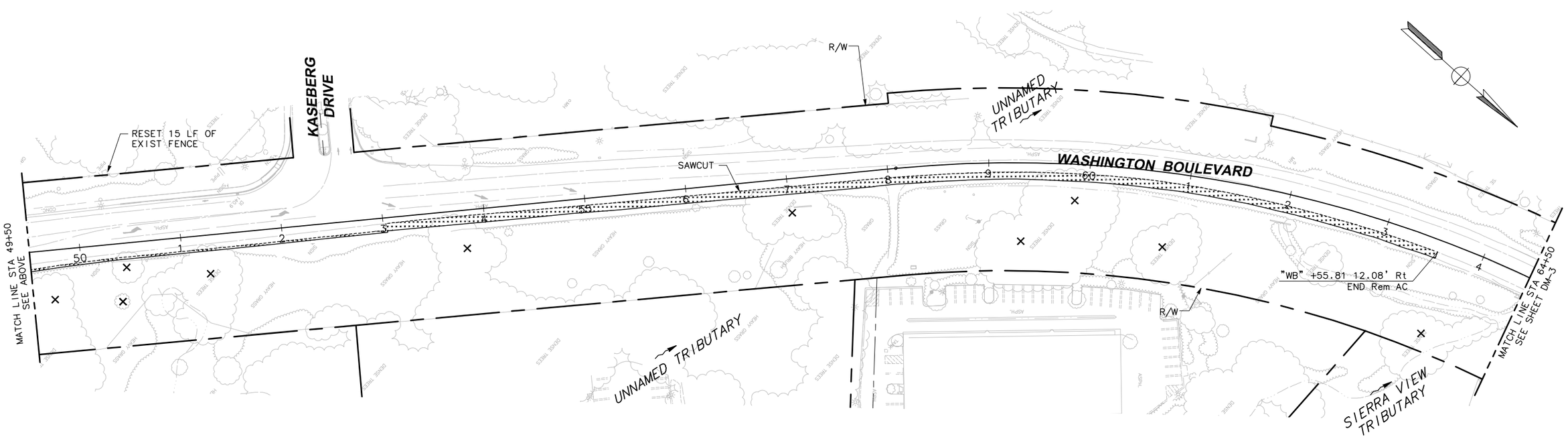
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DEMOLITION PLAN

LEGEND

- REMOVE CONCRETE SIDEWALK, ISLAND, AND MEDIAN
- REMOVE CONCRETE CG&SW AND AC (ROADWAY EXCAVATION)
- REMOVE BASE AND SURFACING (1-FOOT MINIMUM)
- × REMOVE TREES
- REMOVE FENCE





DM-2

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

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DRAWN BY:	JD
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SCALE:	1" = 50'
DATE:	7/27/2020
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BY: 7/27/2020

PLANS APPROVAL DATE

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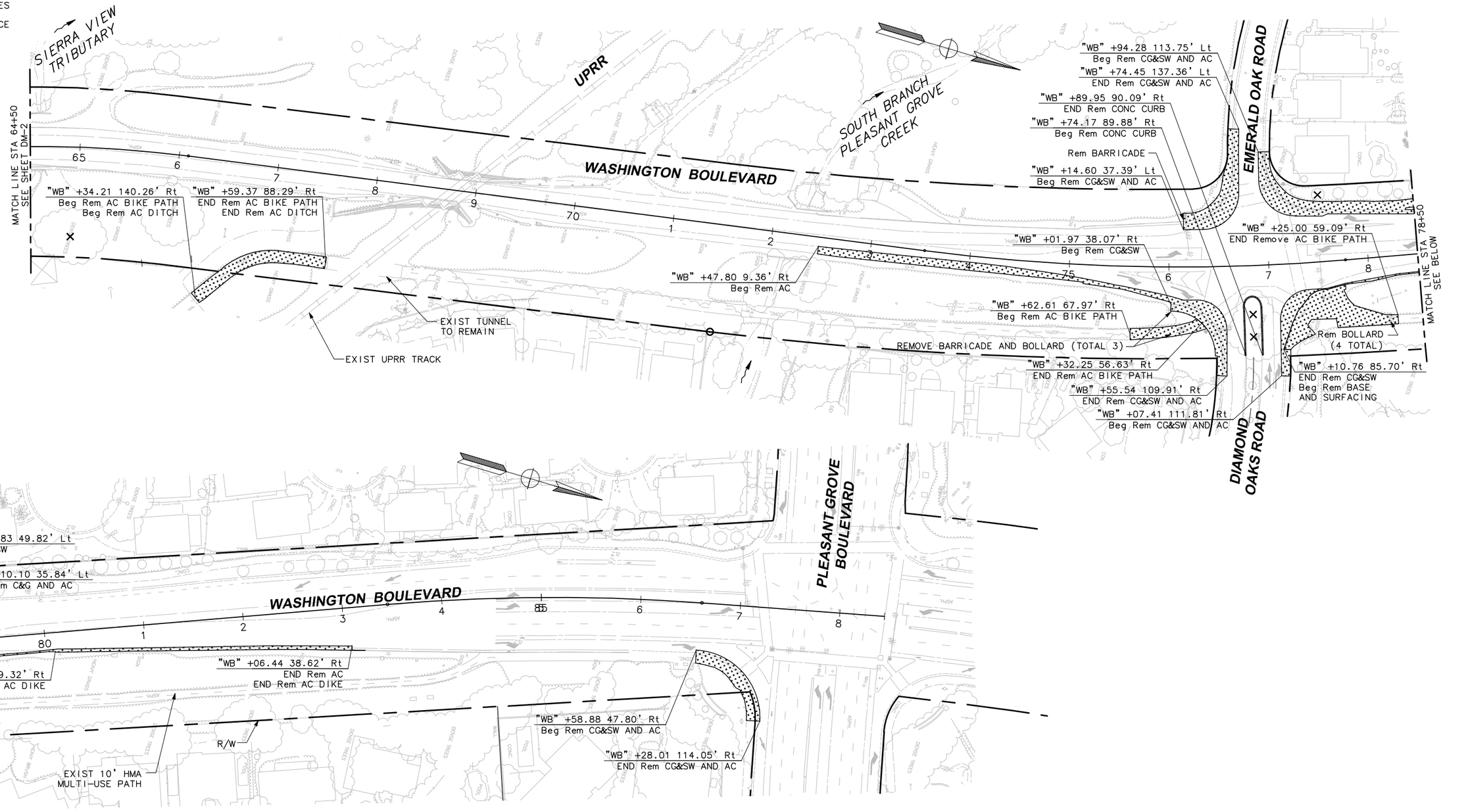
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DEMOLITION PLAN

LEGEND

- REMOVE CONCRETE SIDEWALK, ISLAND, AND MEDIAN
- REMOVE CONCRETE CG&SW AND AC (ROADWAY EXCAVATION)
- REMOVE BASE AND SURFACING (1-FOOT MINIMUM)
- REMOVE TREES
- REMOVE FENCE



DM-3

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

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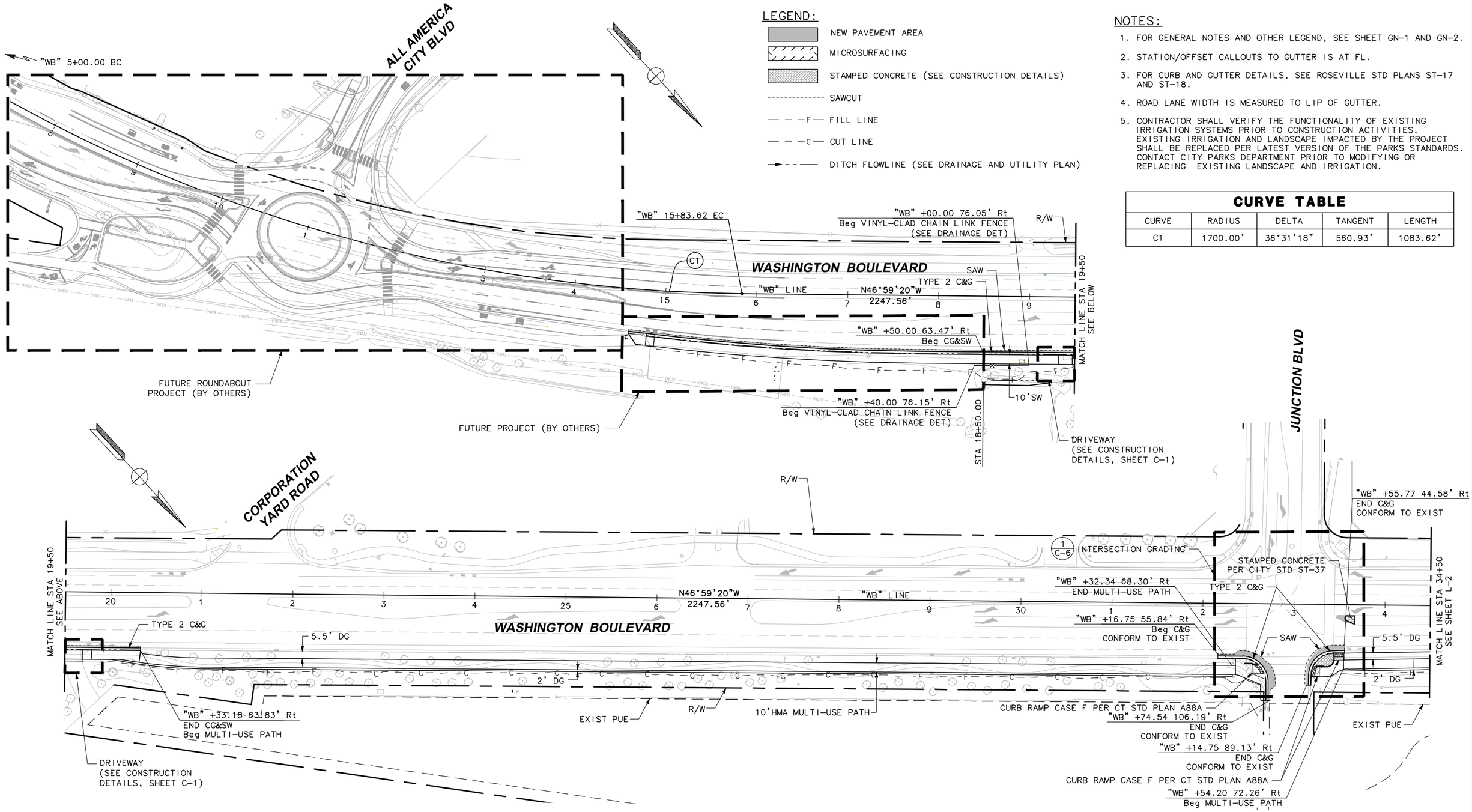
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DEMOLITION PLAN



LEGEND:

- NEW PAVEMENT AREA
- MICROSURFACING
- STAMPED CONCRETE (SEE CONSTRUCTION DETAILS)
- SAWCUT
- F FILL LINE
- C CUT LINE
- DITCH FLOWLINE (SEE DRAINAGE AND UTILITY PLAN)

NOTES:

1. FOR GENERAL NOTES AND OTHER LEGEND, SEE SHEET GN-1 AND GN-2.
2. STATION/OFFSET CALLOUTS TO GUTTER IS AT FL.
3. FOR CURB AND GUTTER DETAILS, SEE ROSEVILLE STD PLANS ST-17 AND ST-18.
4. ROAD LANE WIDTH IS MEASURED TO LIP OF GUTTER.
5. CONTRACTOR SHALL VERIFY THE FUNCTIONALITY OF EXISTING IRRIGATION SYSTEMS PRIOR TO CONSTRUCTION ACTIVITIES. EXISTING IRRIGATION AND LANDSCAPE IMPACTED BY THE PROJECT SHALL BE REPLACED PER LATEST VERSION OF THE PARKS STANDARDS. CONTACT CITY PARKS DEPARTMENT PRIOR TO MODIFYING OR REPLACING EXISTING LANDSCAPE AND IRRIGATION.

CURVE TABLE

CURVE	RADIUS	DELTA	TANGENT	LENGTH
C1	1700.00'	36°31'18"	560.93'	1083.62'

L-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

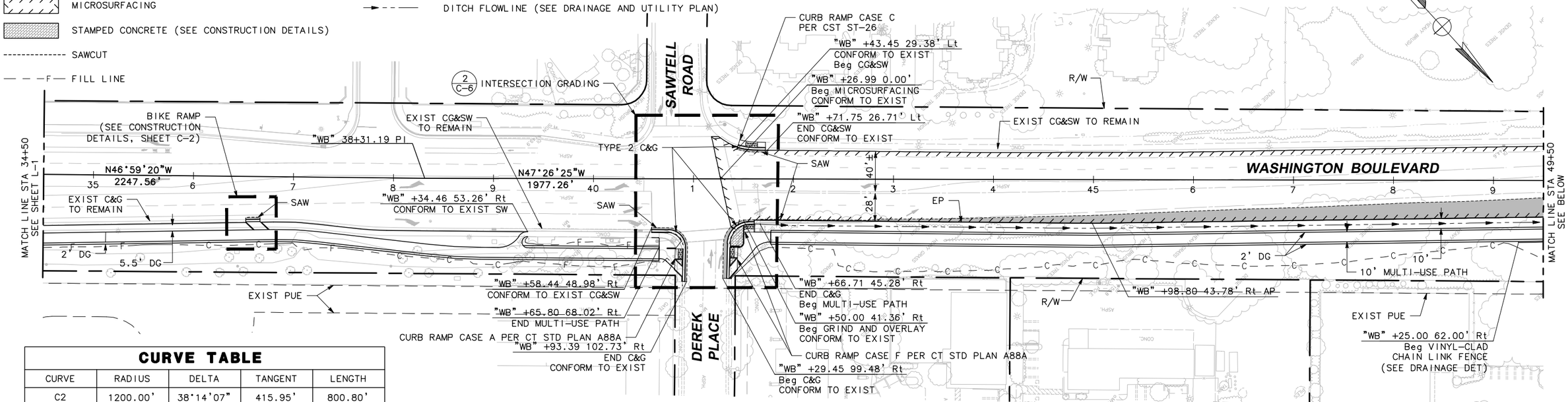
LAYOUT

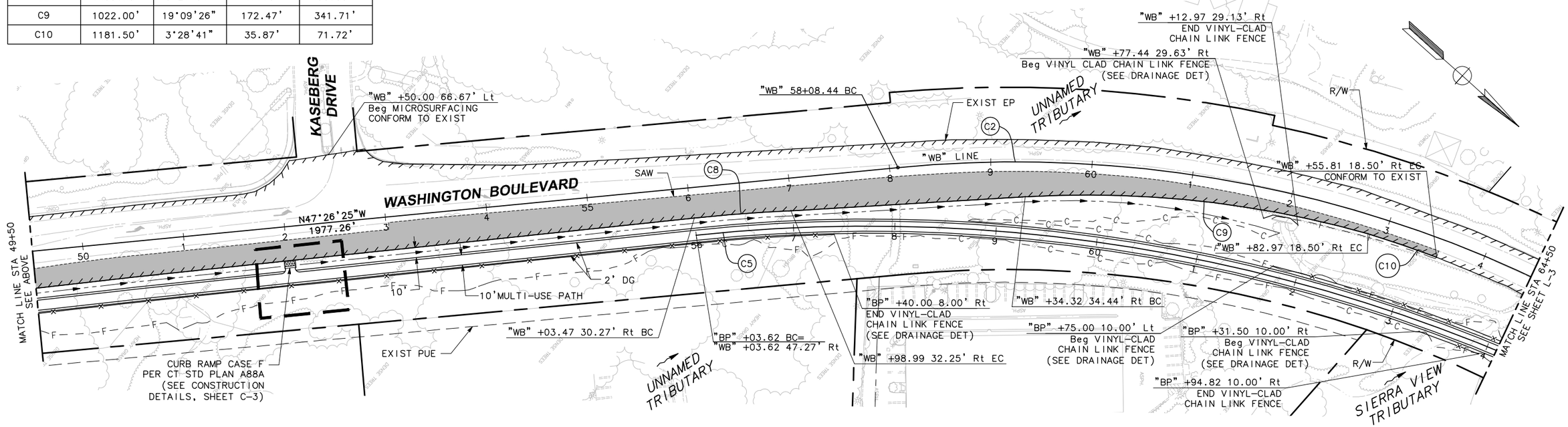
LEGEND:

- NEW PAVEMENT AREA
- MICROSURFACING
- STAMPED CONCRETE (SEE CONSTRUCTION DETAILS)
- SAWCUT
- F — FILL LINE
- C — CUT LINE
- DITCH FLOWLINE (SEE DRAINAGE AND UTILITY PLAN)

CURVE TABLE

CURVE	RADIUS	DELTA	TANGENT	LENGTH
C2	1200.00'	38°14'07"	415.95'	800.80'
C5	1625.00'	30°28'38"	442.68'	864.39'
C8	1633.69'	3°21'04"	47.79'	95.55'
C9	1022.00'	19°09'26"	172.47'	341.71'
C10	1181.50'	3°28'41"	35.87'	71.72'





L-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
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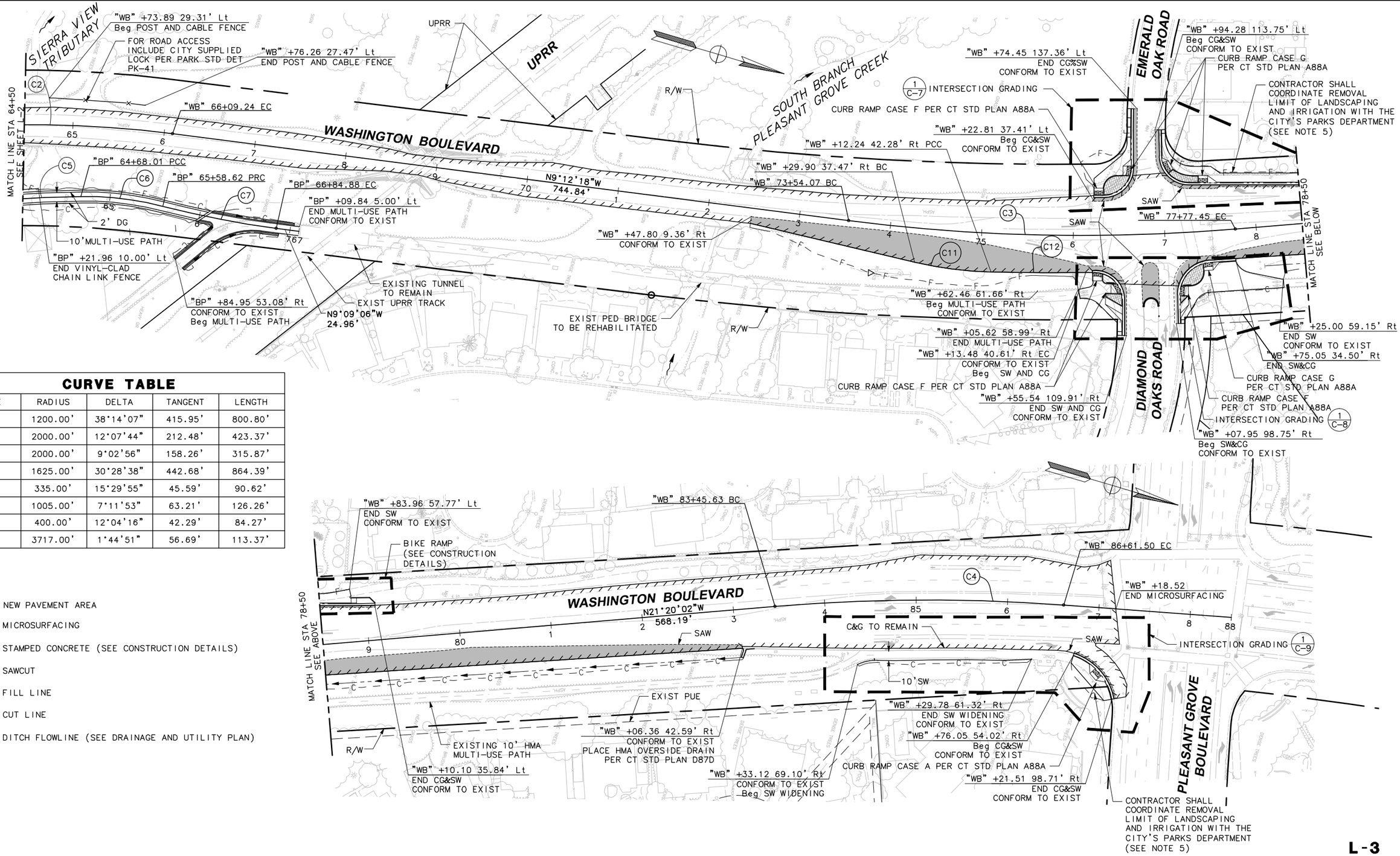
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

LAYOUT



CURVE TABLE

CURVE	RADIUS	DELTA	TANGENT	LENGTH
C2	1200.00'	38°14'07"	415.95'	800.80'
C3	2000.00'	12°07'44"	212.48'	423.37'
C4	2000.00'	9°02'56"	158.26'	315.87'
C5	1625.00'	30°28'38"	442.68'	864.39'
C6	335.00'	15°29'55"	45.59'	90.62'
C7	1005.00'	7°11'53"	63.21'	126.26'
C11	400.00'	12°04'16"	42.29'	84.27'
C12	3717.00'	1°44'51"	56.69'	113.37'

LEGEND:

- NEW PAVEMENT AREA
- MICROSURFACING
- STAMPED CONCRETE (SEE CONSTRUCTION DETAILS)
- ---------- SAWCUT
- — — —F— — FILL LINE
- — — —C— — CUT LINE
- →- - - — DITCH FLOWLINE (SEE DRAINAGE AND UTILITY PLAN)

NO.	REVISIONS	BY	DATE

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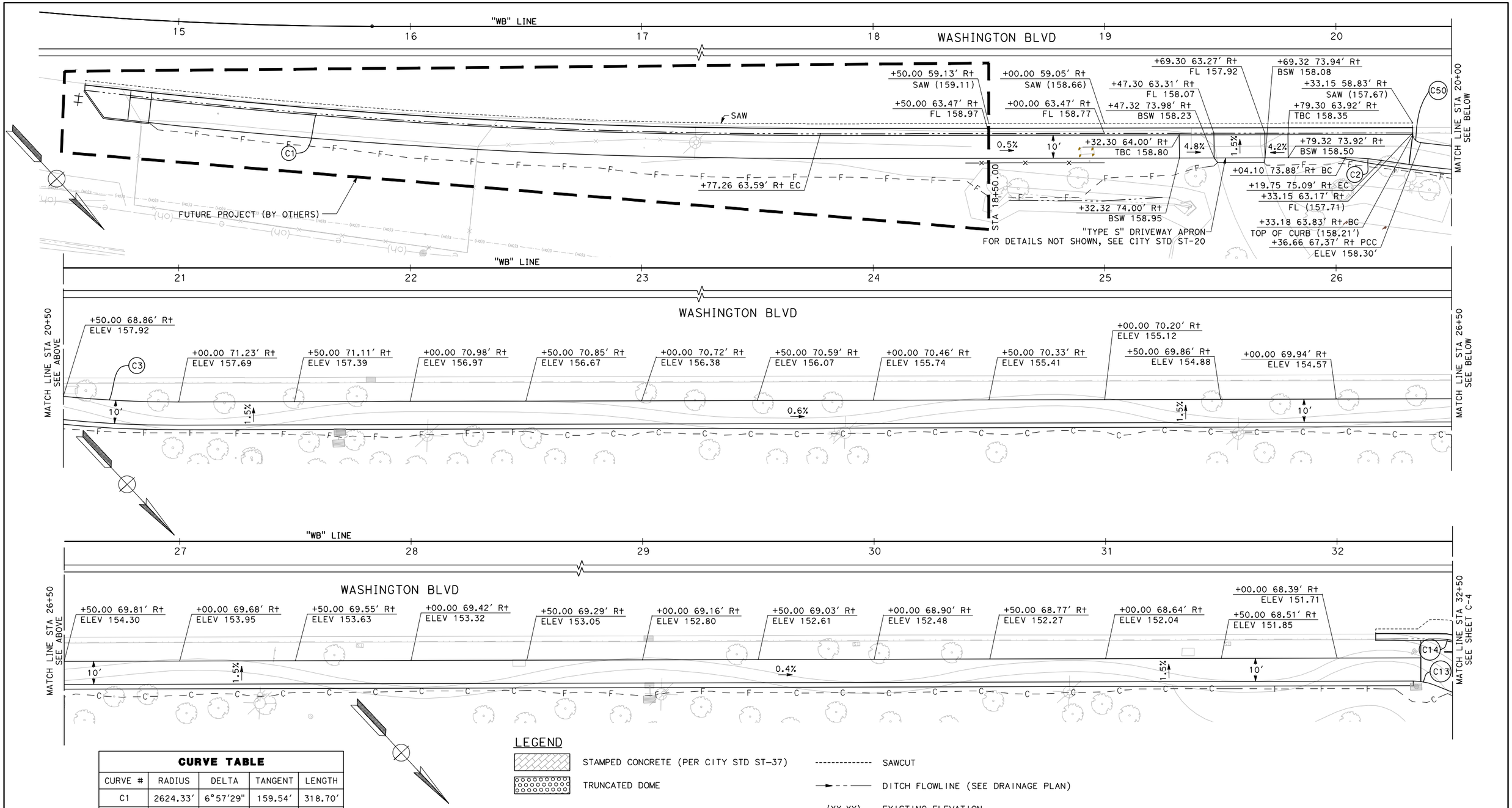
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

LAYOUT



CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C1	2624.33'	6°57'29"	159.54'	318.70'
C2	100.00'	9°00'01"	7.87'	15.71'
C3	500.00'	7°16'37"	31.79'	63.50'
C50	4.00'	82°46'38"	3.53'	5.78'

LEGEND

- STAMPED CONCRETE (PER CITY STD ST-37)
- TRUNCATED DOME
- ---------- SAWCUT
- —►- - - — DITCH FLOWLINE (SEE DRAINAGE PLAN)
- (XX.XX) EXISTING ELEVATION

MULTI-USE PATH / WASHINGTON BLVD GRADING DETAILS

C-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 20'
DATE:	7/27/2020
PROJECT NO:	SA-16110

Jony Tji 7/27/2020
BY:
PLANS APPROVAL DATE

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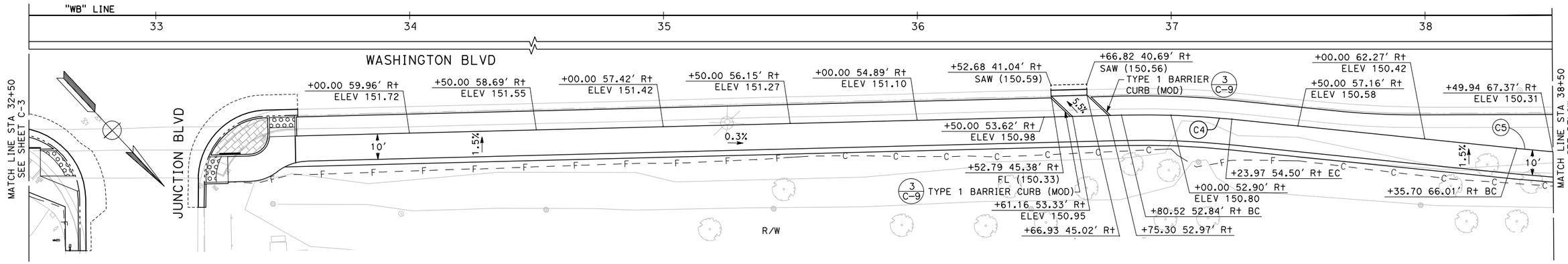
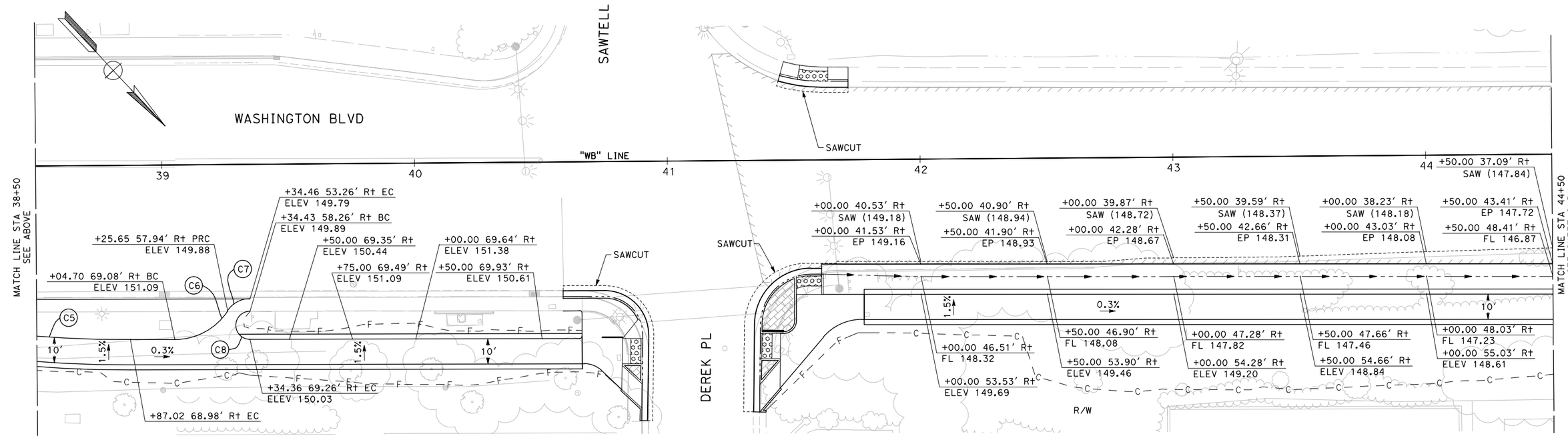
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS



CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C4	342.00'	7°17'20"	21.78'	43.51'
C5	495.00'	5°57'08"	25.73'	51.42'
C6	25.00'	56°40'53"	13.48'	24.73'
C7	10.50'	56°40'53"	5.66'	10.39'
C8	5.50'	180°00'00"	INFINITY'	17.28'



MULTI-USE PATH / WASHINGTON BLVD GRADING DETAILS

C-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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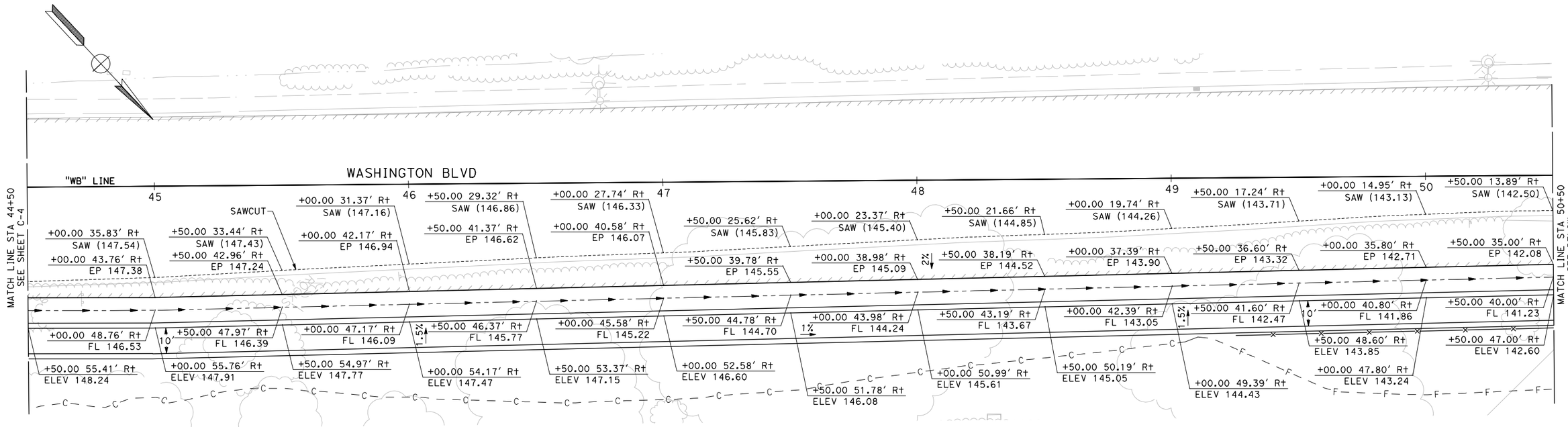
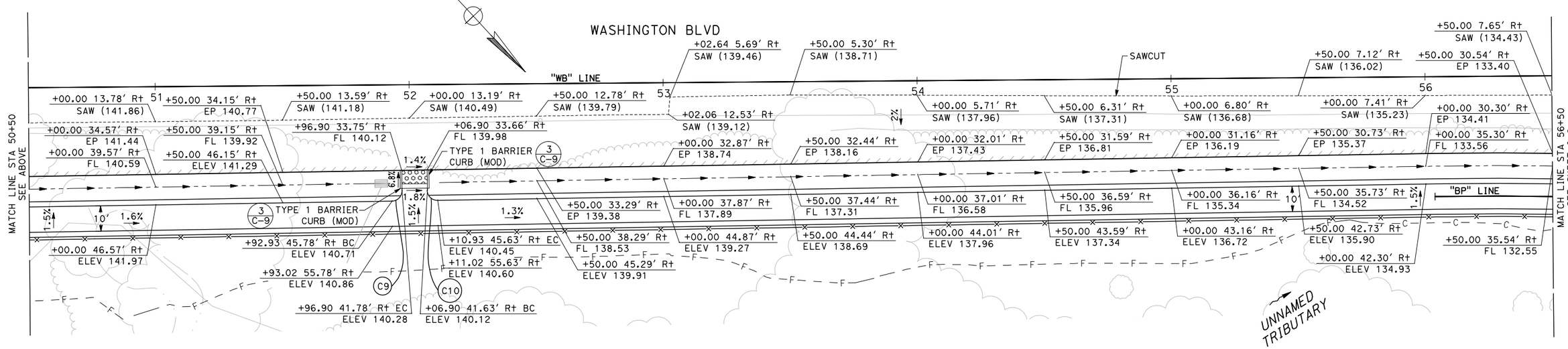
CONSTRUCTION DETAILS



CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C9	4.00'	89°30'39"	3.96'	6.25'
C10	4.00'	90°29'21"	4.03'	6.32'



MULTI-USE PATH / WASHINGTON BLVD GRADING DETAILS

C-3

NO.	REVISIONS	BY	DATE

BENCH MARK
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DRAWN BY:	JD
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SCALE:	1" = 20'
DATE:	7/27/2020
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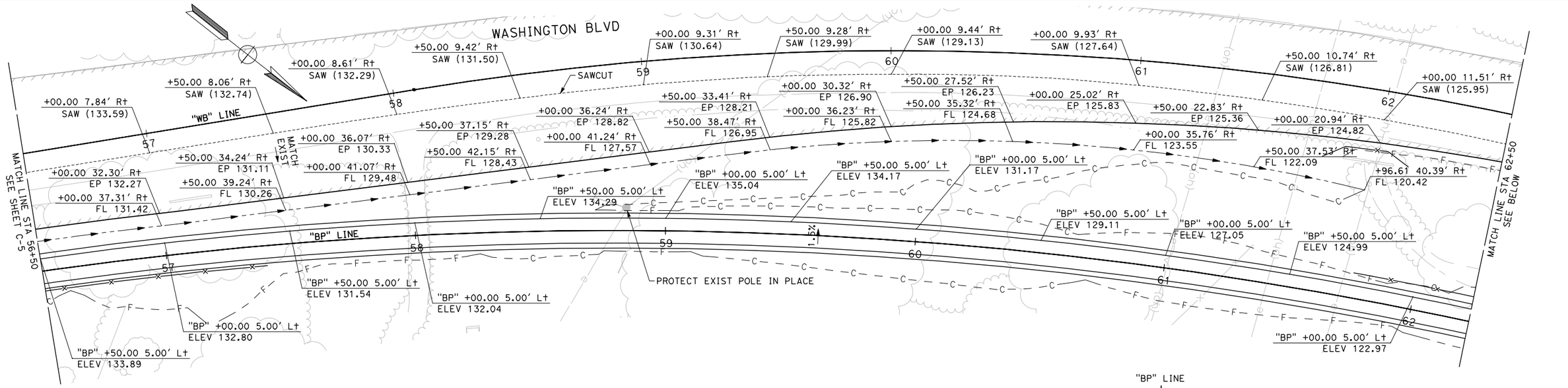
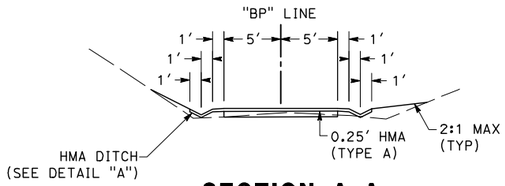
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

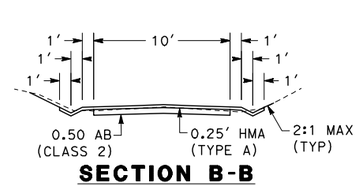
CONSTRUCTION DETAILS



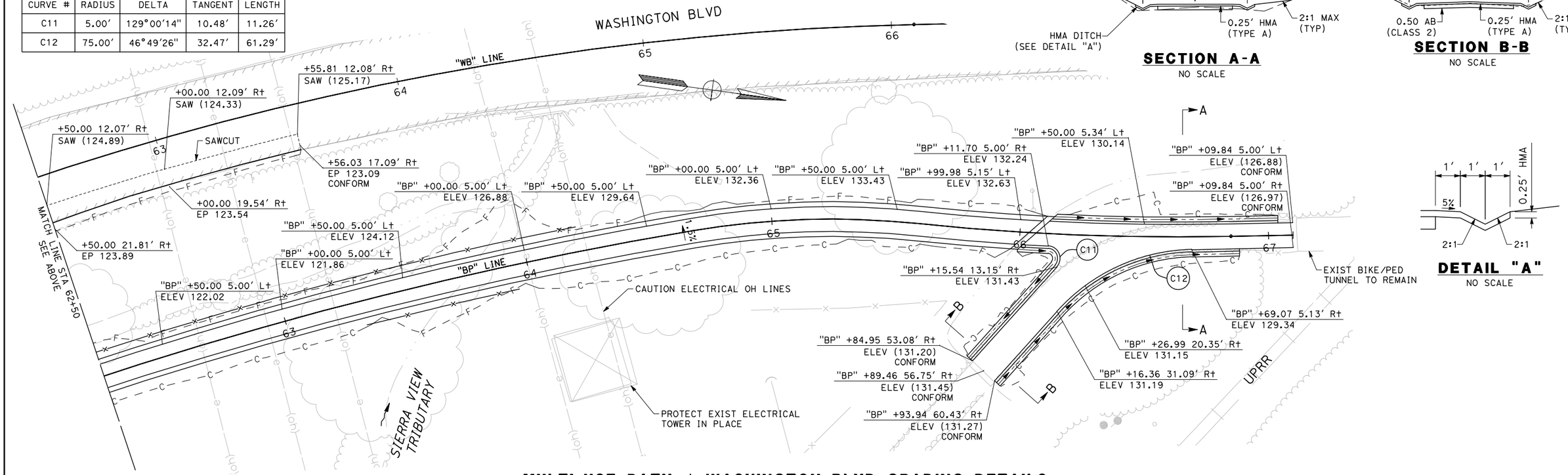
CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C11	5.00'	129°00'14"	10.48'	11.26'
C12	75.00'	46°49'26"	32.47'	61.29'



SECTION A-A
NO SCALE



SECTION B-B
NO SCALE



DETAIL "A"
NO SCALE

MULTI-USE PATH / WASHINGTON BLVD GRADING DETAILS

C-4

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 20'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI No. 73291 Exp. 12/31/20 CIVIL — STATE OF CALIFORNIA

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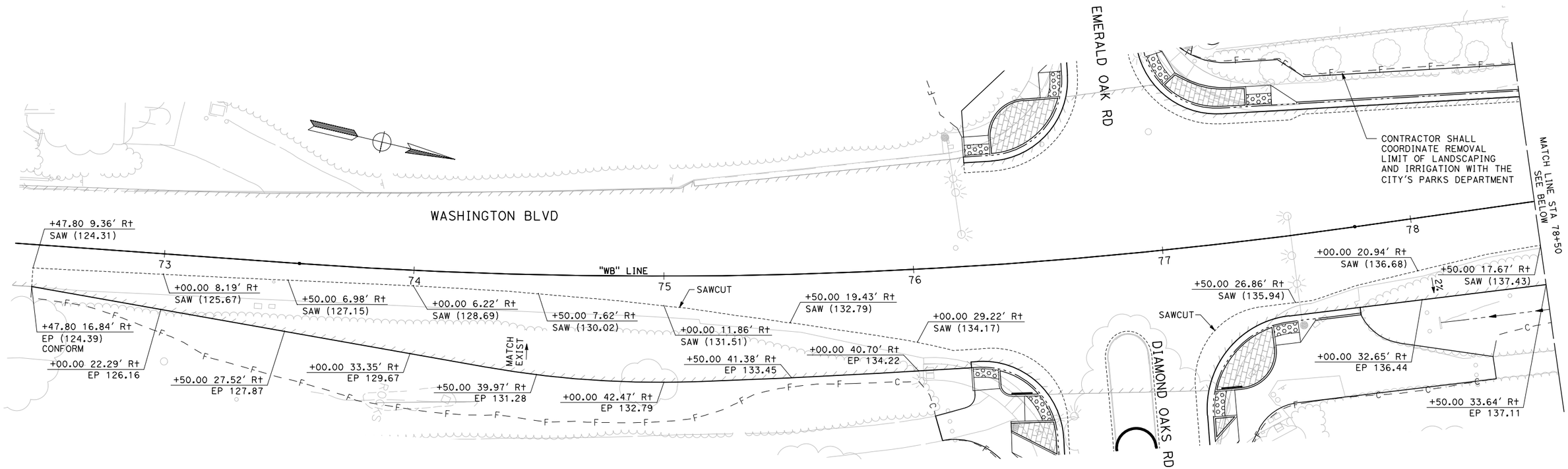
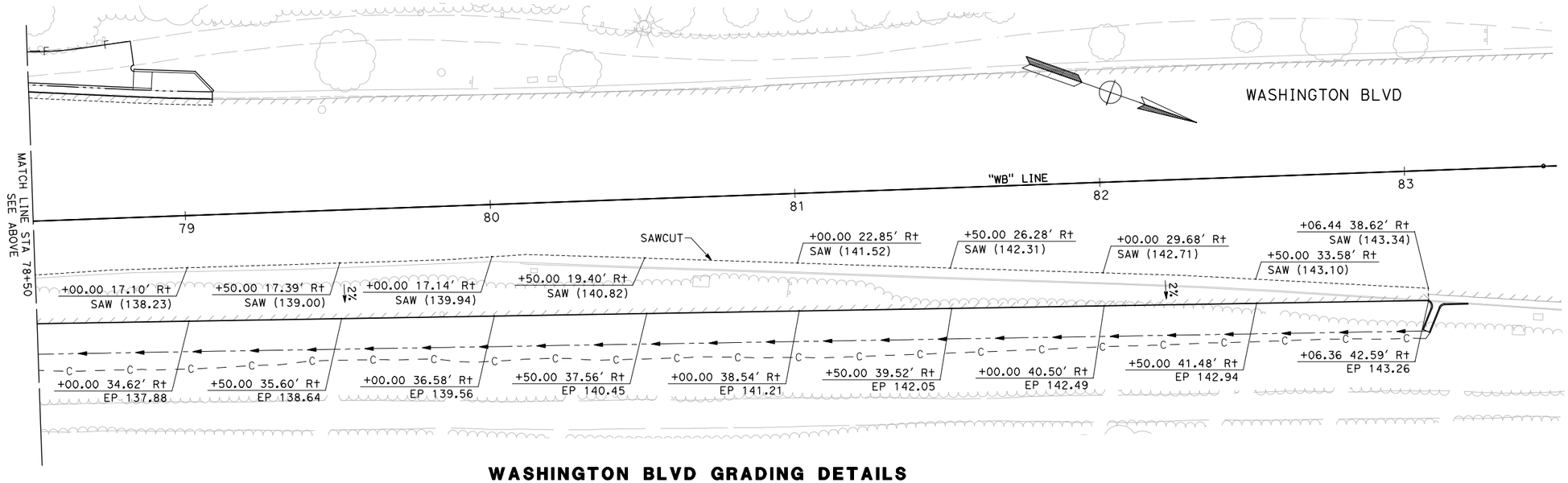
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS





WASHINGTON BLVD GRADING DETAILS

C-5

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 20'
DATE:	7/27/2020
PROJECT NO:	SA–16110

BY: 7/27/2020
PLANS APPROVAL DATE

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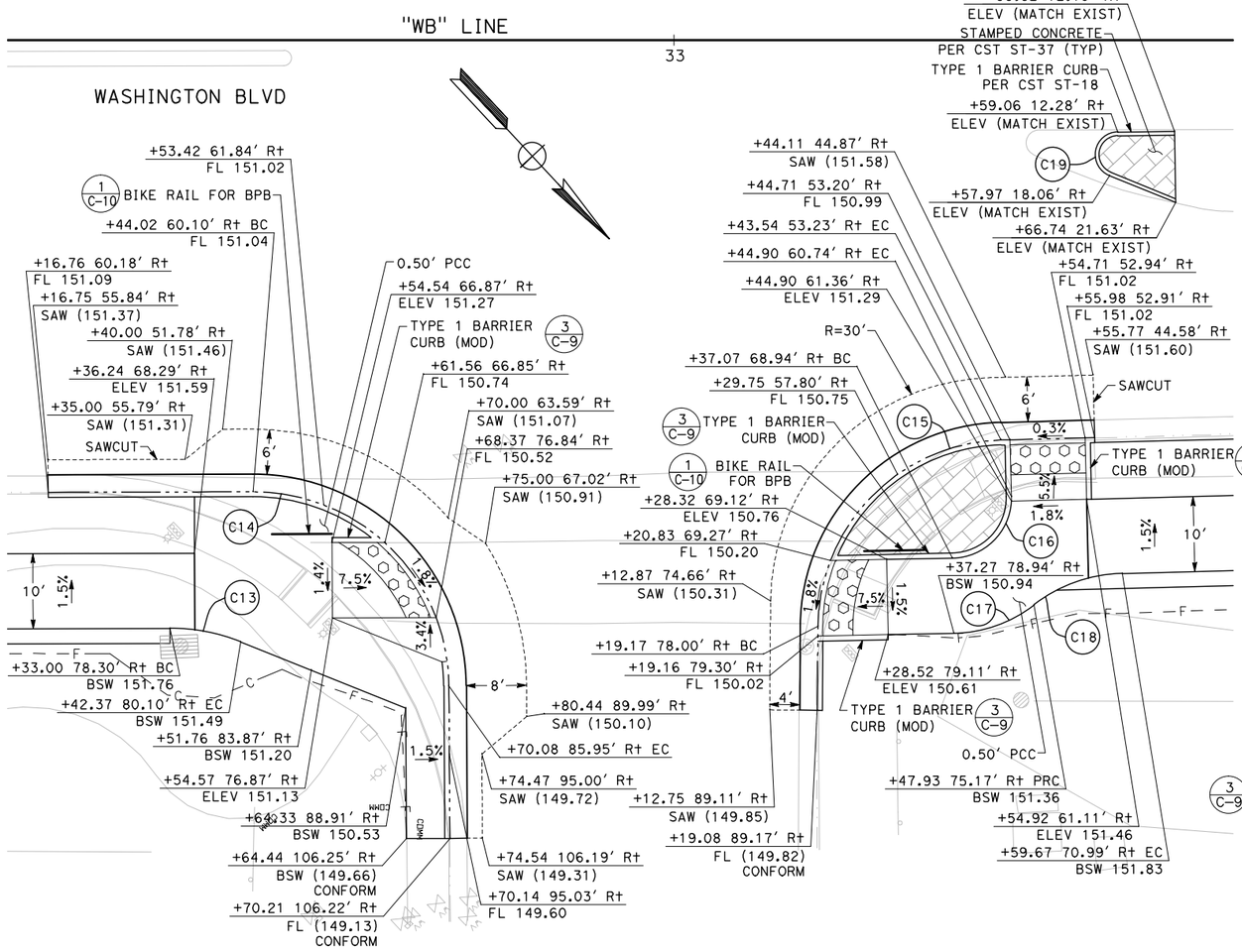
CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS

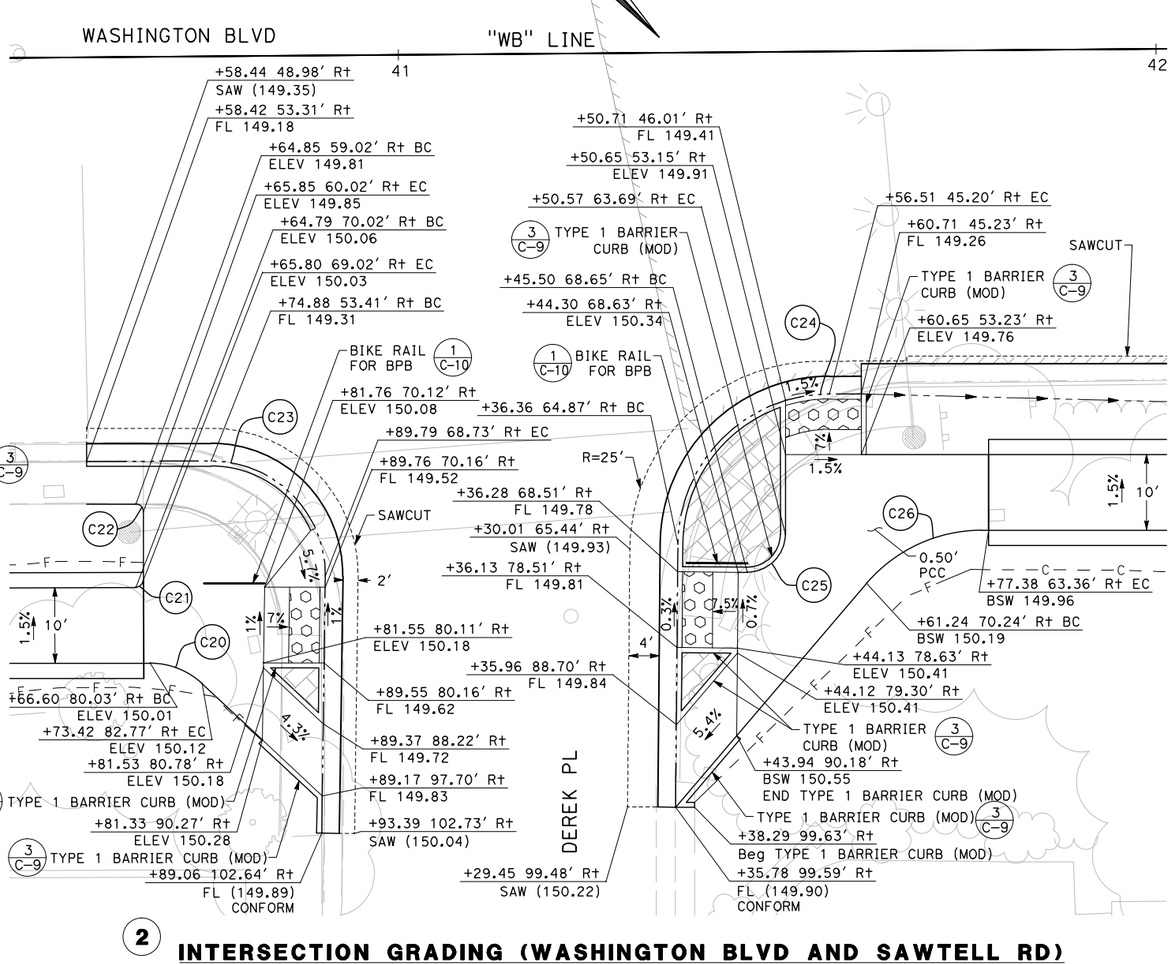
CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C13	25.00′	22°00′43"	4.86′	9.60′
C14	26.00′	44°54′01"	10.74′	20.38′
C15	25.00′	88°03′27"	24.16′	38.42′
C16	8.00′	90°17′49"	8.04′	12.61′
C17	18.00′	36°36′15"	5.95′	11.50′
C18	20.00′	36°18′26"	6.55′	12.67′
C19	3.00′	157°07′40"	14.83′	8.23′

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C20	10.00′	43°08′58"	3.95′	7.53′
C21	1.00′	90°00′00"	1.00′	1.57′
C22	1.00′	90°00′00"	1.00′	1.57′
C23	15.00′	90°54′12"	15.23′	23.80′
C24	20.00′	89°29′17"	19.82′	31.24′
C25	5.00′	90°26′45"	5.03′	7.89′
C26	20.09′	51°46′18"	9.74′	18.15′
C27	60.00′	15°52′58"	8.36′	16.63′



1 INTERSECTION GRADING (WASHINGTON BLVD AND JUNCTION BLVD)

"WB" 32+00.00 TO 34+00.00



2 INTERSECTION GRADING (WASHINGTON BLVD AND SAWTELL RD)

"WB" 39+00.00 TO 42+00.00

C-6

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 20'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI — No. 73291 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

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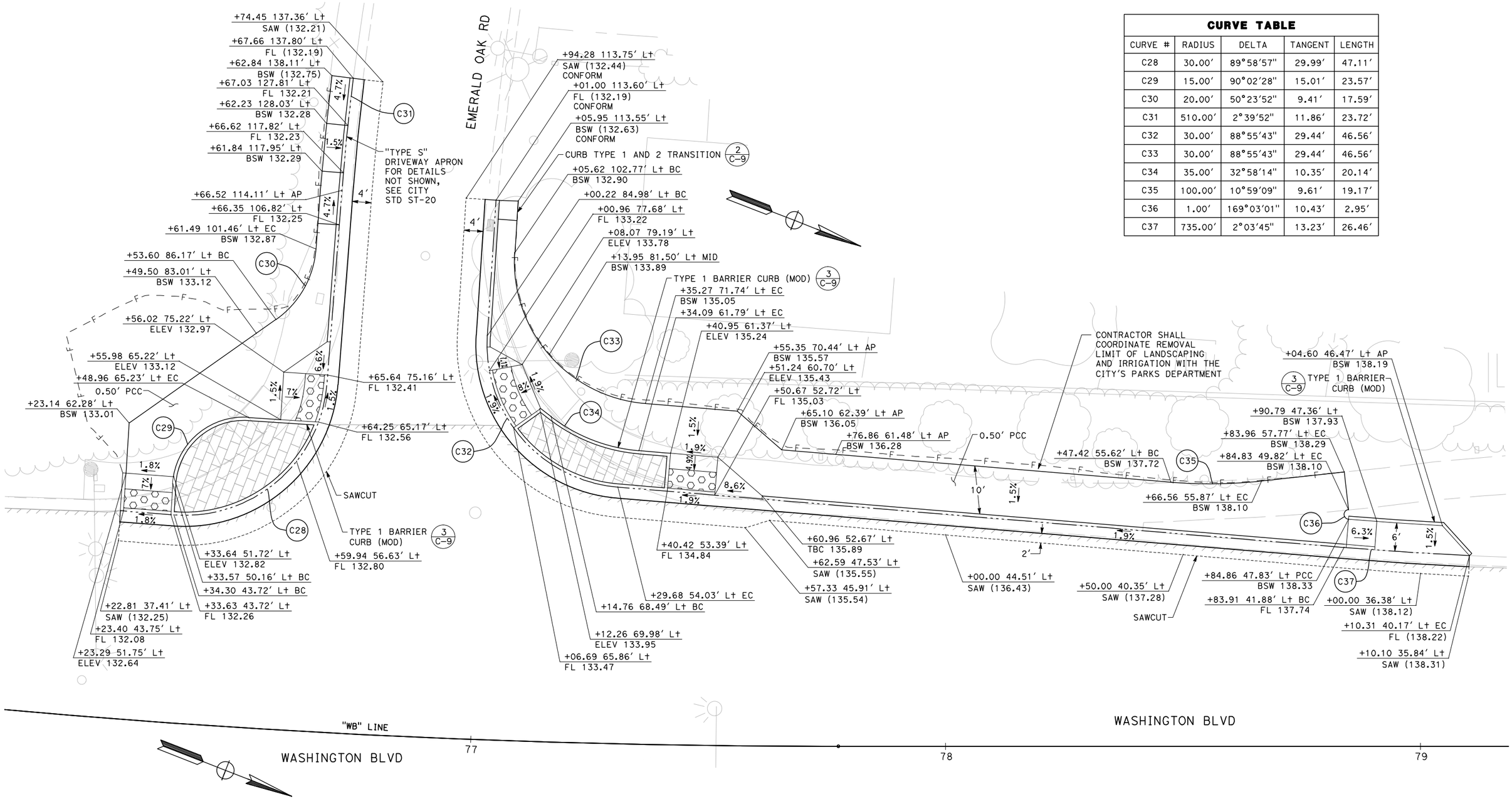
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C28	30.00′	89°58′57"	29.99′	47.11′
C29	15.00′	90°02′28"	15.01′	23.57′
C30	20.00′	50°23′52"	9.41′	17.59′
C31	510.00′	2°39′52"	11.86′	23.72′
C32	30.00′	88°55′43"	29.44′	46.56′
C33	30.00′	88°55′43"	29.44′	46.56′
C34	35.00′	32°58′14"	10.35′	20.14′
C35	100.00′	10°59′09"	9.61′	19.17′
C36	1.00′	169°03′01"	10.43′	2.95′
C37	735.00′	2°03′45"	13.23′	26.46′



1 INTERSECTION GRADING (WASHINGTON BLVD AND EMERALD OAK RD)

"WB" 76+00.56 TO 77+39.67

C-7

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 20′
DATE:	7/27/2020
PROJECT NO:	SA-16110

Jony Tji 7/27/2020
BY: PLANS APPROVAL DATE

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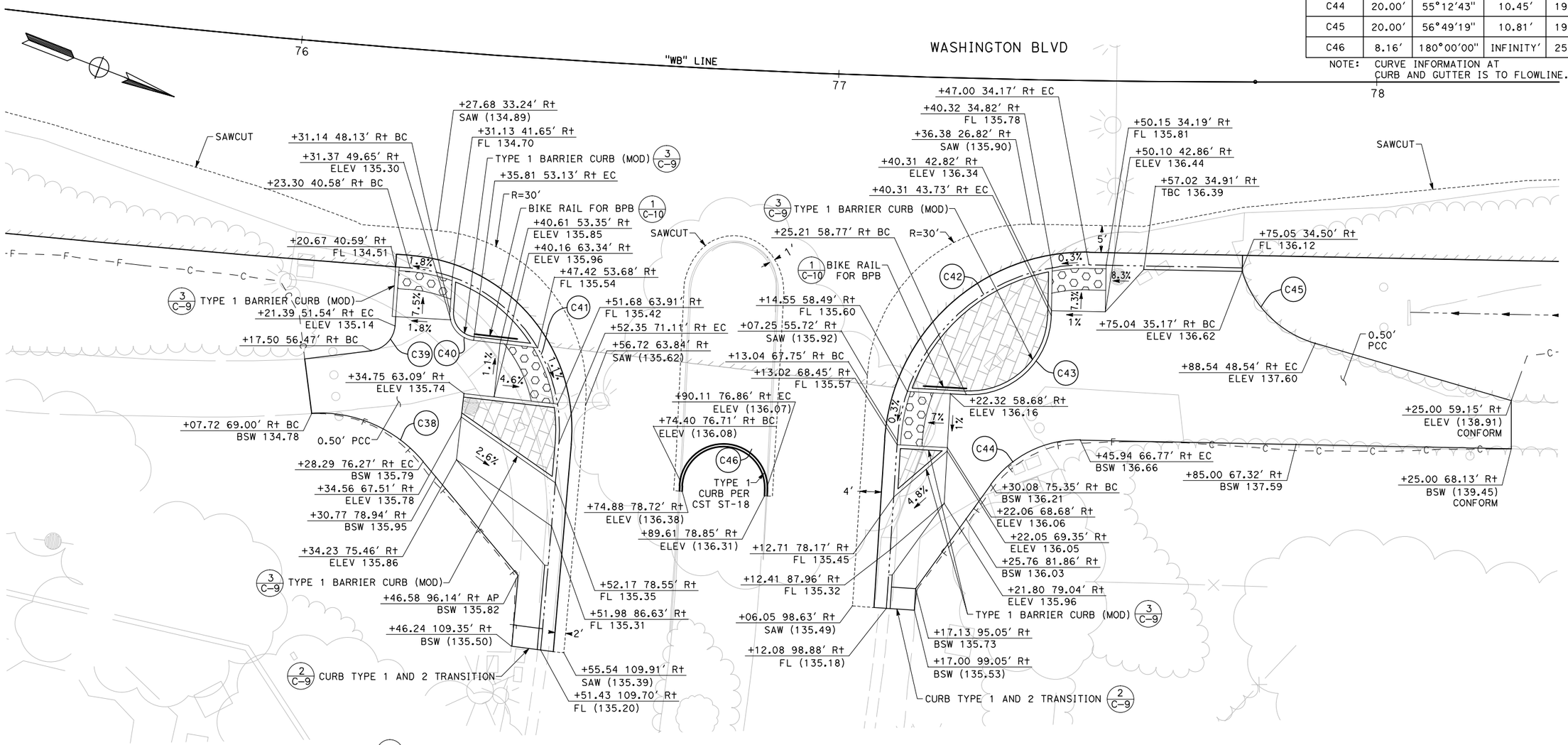
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C38	25.00′	53°33′01"	12.61′	23.37′
C39	5.00′	78°49′19"	4.10′	6.88′
C40	5.00′	87°32′47"	4.79′	7.64′
C41	30.00′	90°44′28"	30.39′	47.51′
C42	35.00′	87°25′57"	33.46′	53.41′
C43	15.00′	91°59′41"	15.53′	24.08′
C44	20.00′	55°12′43"	10.45′	19.27′
C45	20.00′	56°49′19"	10.81′	19.83′
C46	8.16′	180°00′00"	INFINITY′	25.62′

NOTE: CURVE INFORMATION AT CURB AND GUTTER IS TO FLOWLINE.



1 INTERSECTION GRADING (WASHINGTON BLVD AND DIAMOND OAKS RD)

"WB" 76+00.56 TO 77+39.67

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
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SCALE:	1" = 20′
DATE:	7/27/2020
PROJECT NO:	SA–16110

BY: 7/27/2020

PLANS APPROVAL DATE

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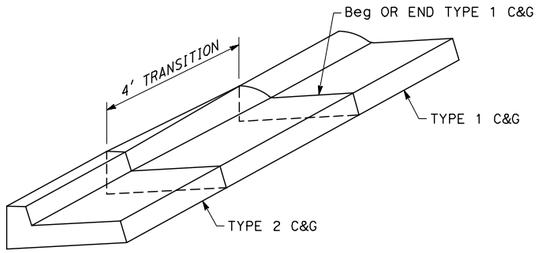
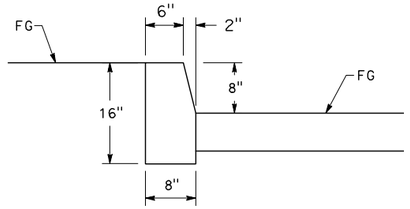
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS



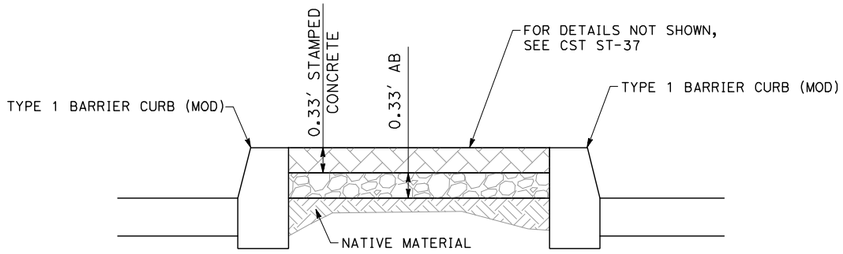
(2) CURB TYPE 1 AND 2 TRANSITION

"WB" 76+51.43 R†
"WB" 77+01.00 L†
"WB" 77+11.50 R†
NO SCALE



(3) TYPE 1 BARRIER CURB (MOD)

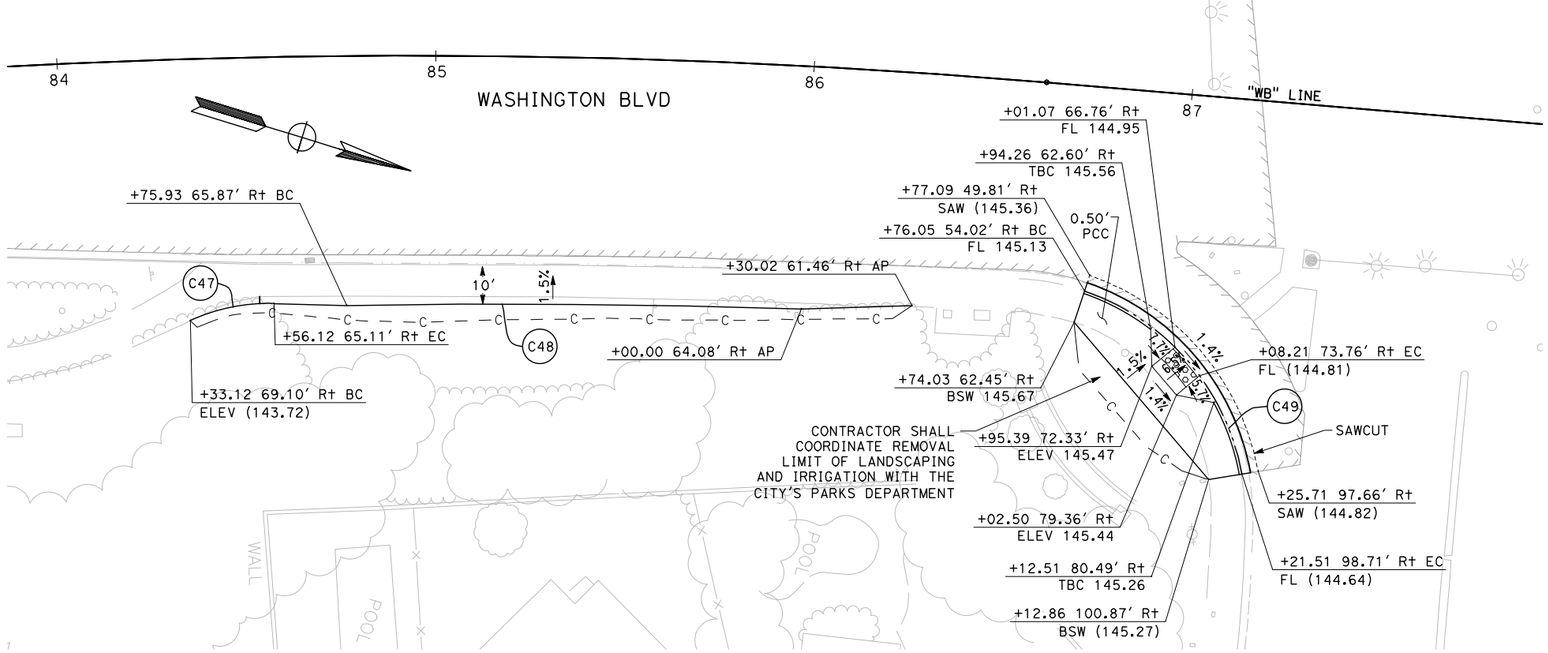
NO SCALE



(4) STAMPED CONCRETE

NO SCALE

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C47	50.00′	26°06′19"	11.59′	22.78′
C48	2312.33′	2°58′29"	60.03′	120.05′
C49	63.00′	60°47′00"	36.94′	66.83′



(1) INTERSECTION GRADING (WASHINGTON BLVD AND PLEASANT GROVE BLVD)

"WB" 84+33.12 TO 87+37.14
SCALE: 1" = 20′

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	AS SHOWN
DATE:	7/27/2020
PROJECT NO:	SA–16110

BY: 7/27/2020
PLANS APPROVAL DATE

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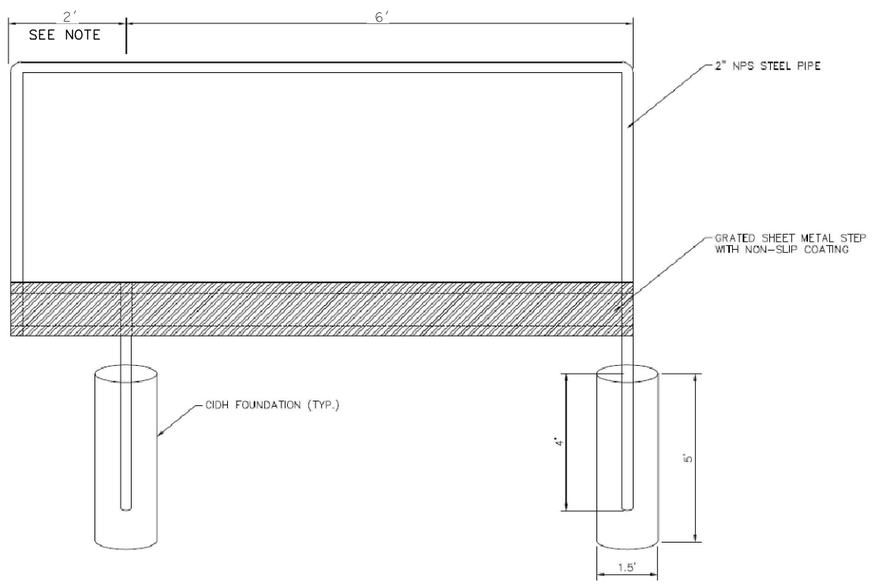
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

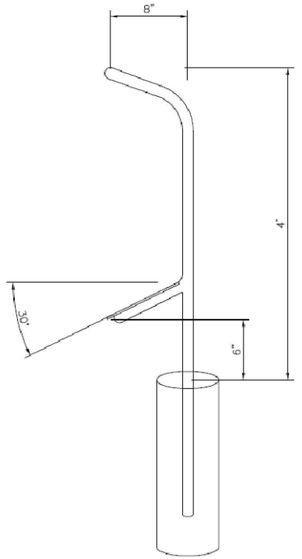
CONSTRUCTION DETAILS

NOTES

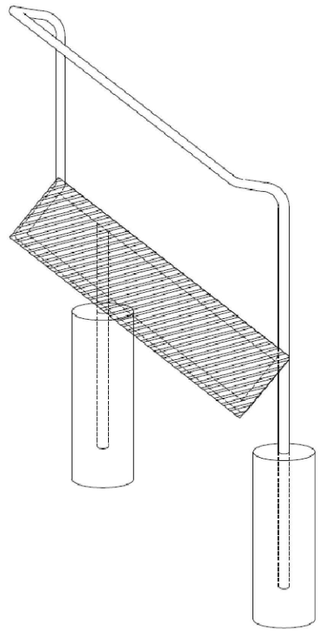
SEE ELECTRICAL SHEET FOR LOCATION AND INSTALLATION BIKE RAIL NEXT TO BICYCLE PUSH BUTTON.



SIDE VIEW
NO SCALE



REAR VIEW
NO SCALE



ISOMETRIC VIEW
NO SCALE

1 BIKE RAIL
NO SCALE

C-10

NO.	REVISIONS	BY	DATE

BENCH MARK
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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONSTRUCTION DETAILS

LEGEND:

TSF TSF — TEMPORARY SILT FENCE
(SEE CALTRANS STANDARD PLANS T51)

TEMPORARY FIBER ROLL
(SEE CALTRANS STANDARD PLANS T56)

TFESA — TEMPORARY HIGH-VISIBILITY FENCE
(SEE CALTRANS STANDARD PLANS T65)

TEMPORARY CONCRETE WASHOUT
(SEE CALTRANS STANDARD PLANS T59)

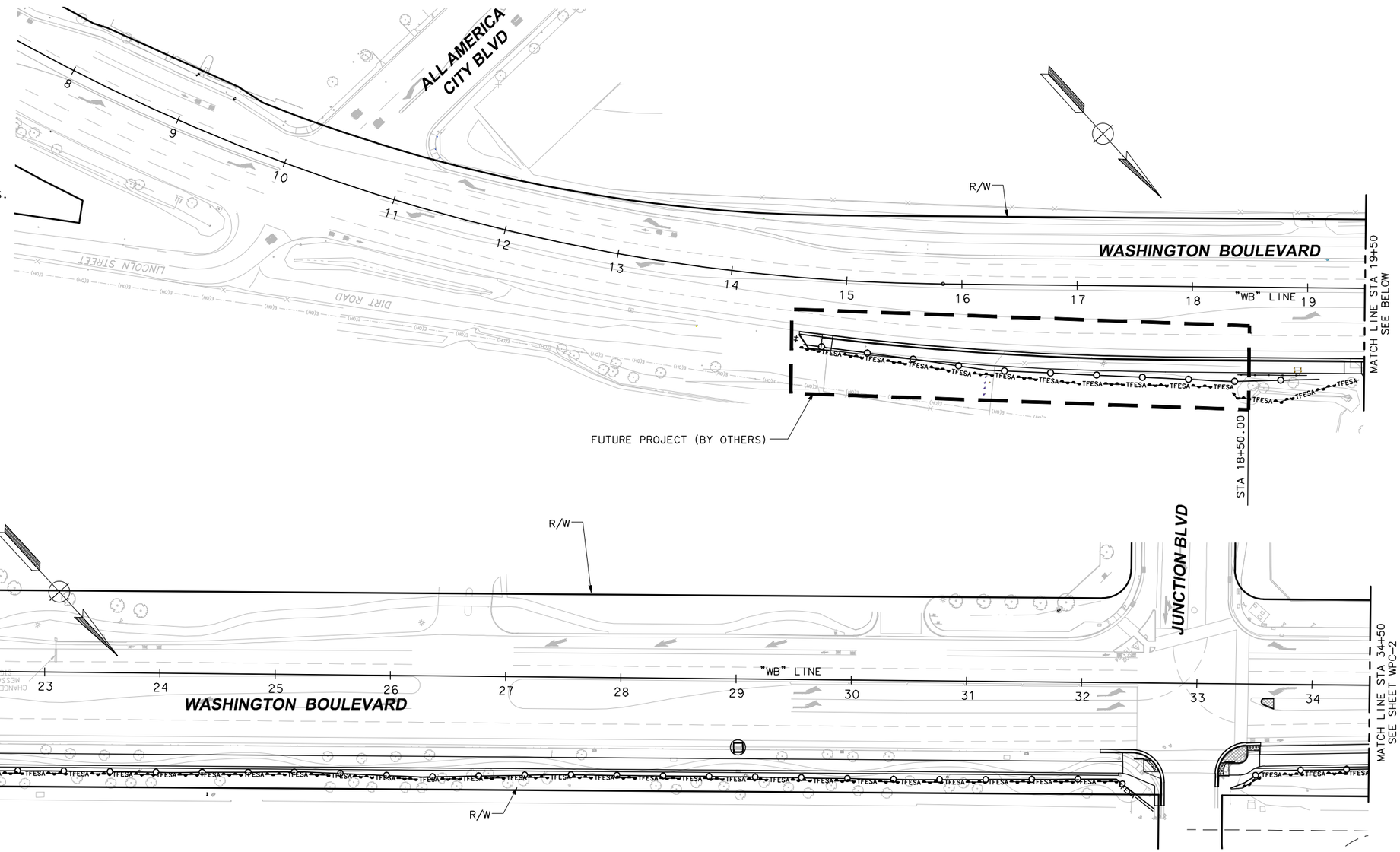
TEMPORARY HYDRAULIC MULCH

TEMPORARY CONSTRUCTION ENTRANCE
(SEE CALTRANS STANDARD PLANS T58)

TEMPORARY DRAINAGE INLET PROTECTION
(SEE CALTRANS STANDARD PLANS T62 TO T64)

NOTES:

1. CONTRACTOR SHALL NOT GO BEYOND THE TEMPORARY FENCE LIMITS.



THIS PLAN TO BE USED FOR TEMPORARY WATER POLLUTION CONTROL INFORMATION ONLY

WPC-1

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

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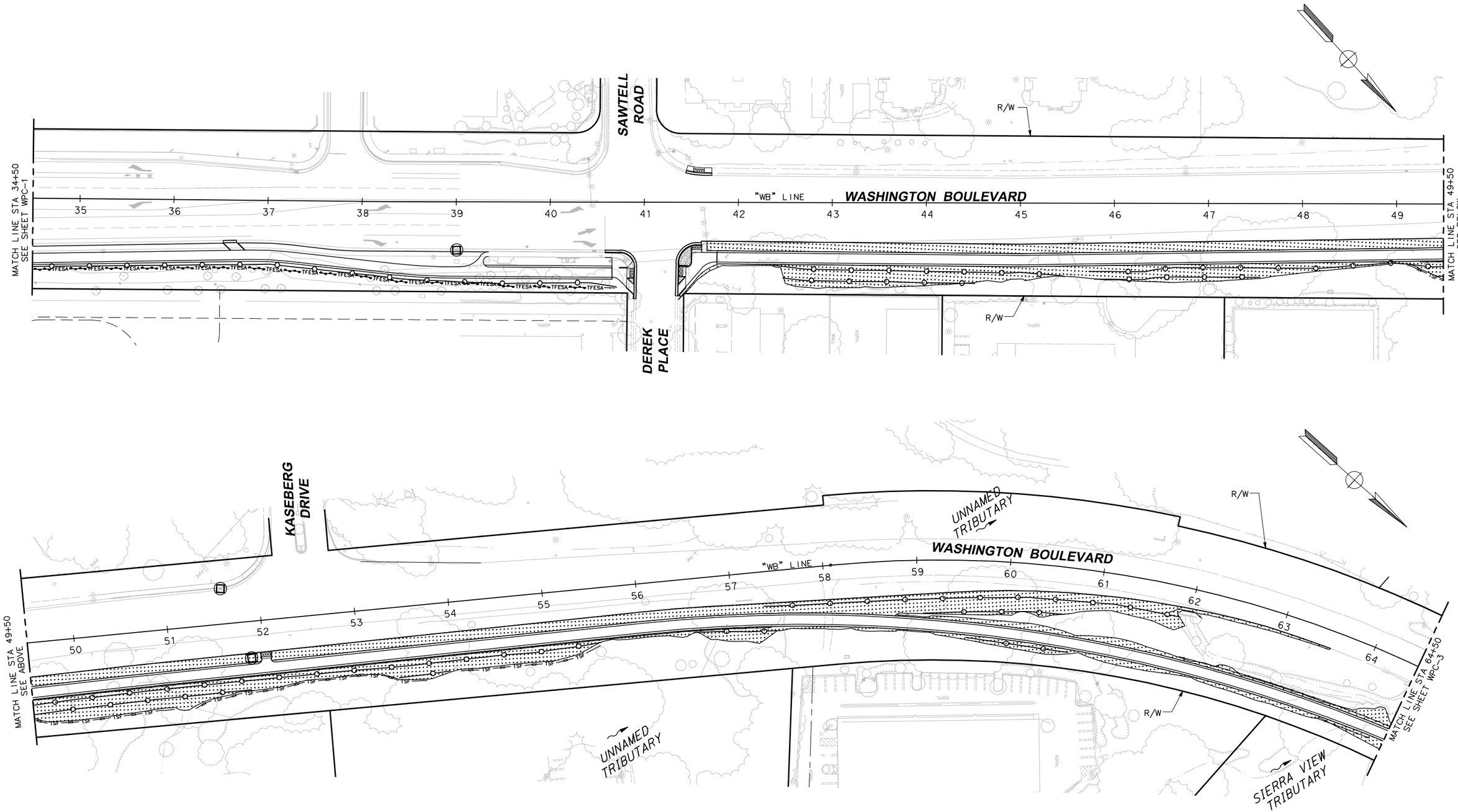
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TEMPORARY WATER POLLUTION CONTROL



THIS PLAN TO BE USED FOR TEMPORARY WATER POLLUTION CONTROL INFORMATION ONLY

WPC-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 73291
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

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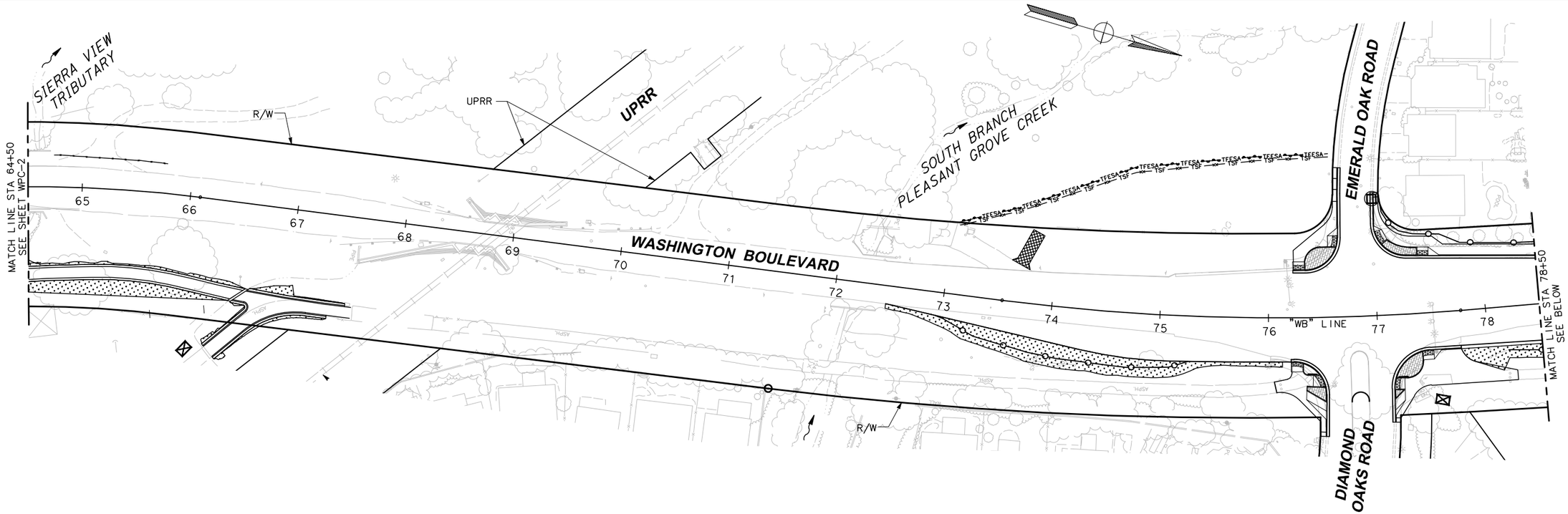
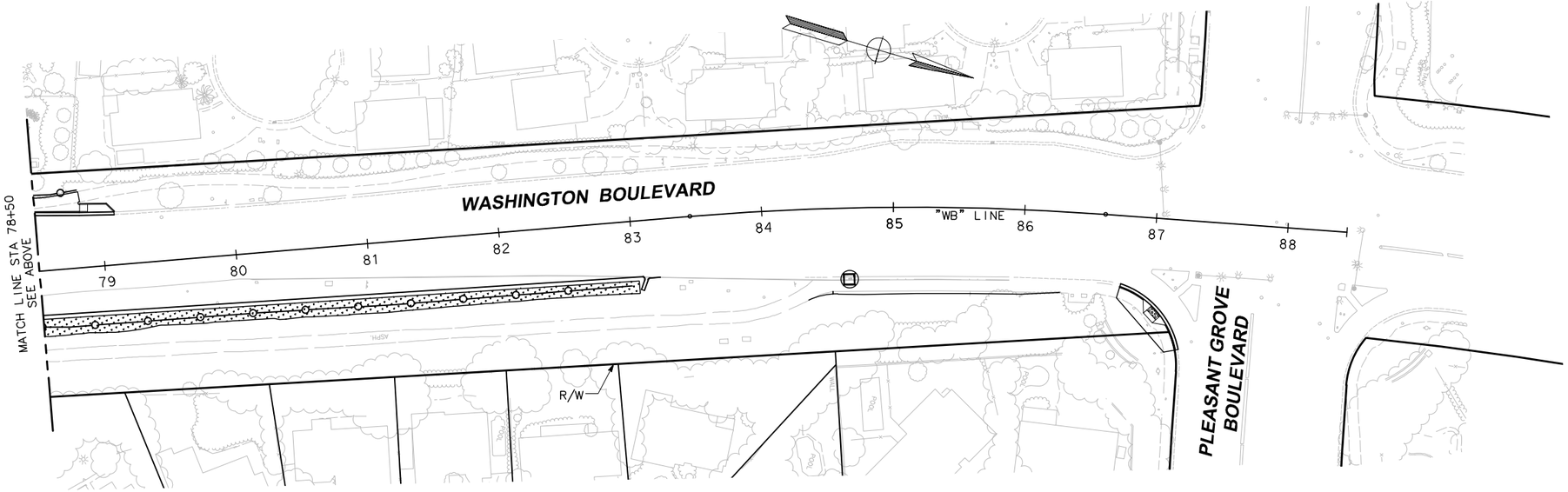
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TEMPORARY WATER POLLUTION CONTROL





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WPC-3

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

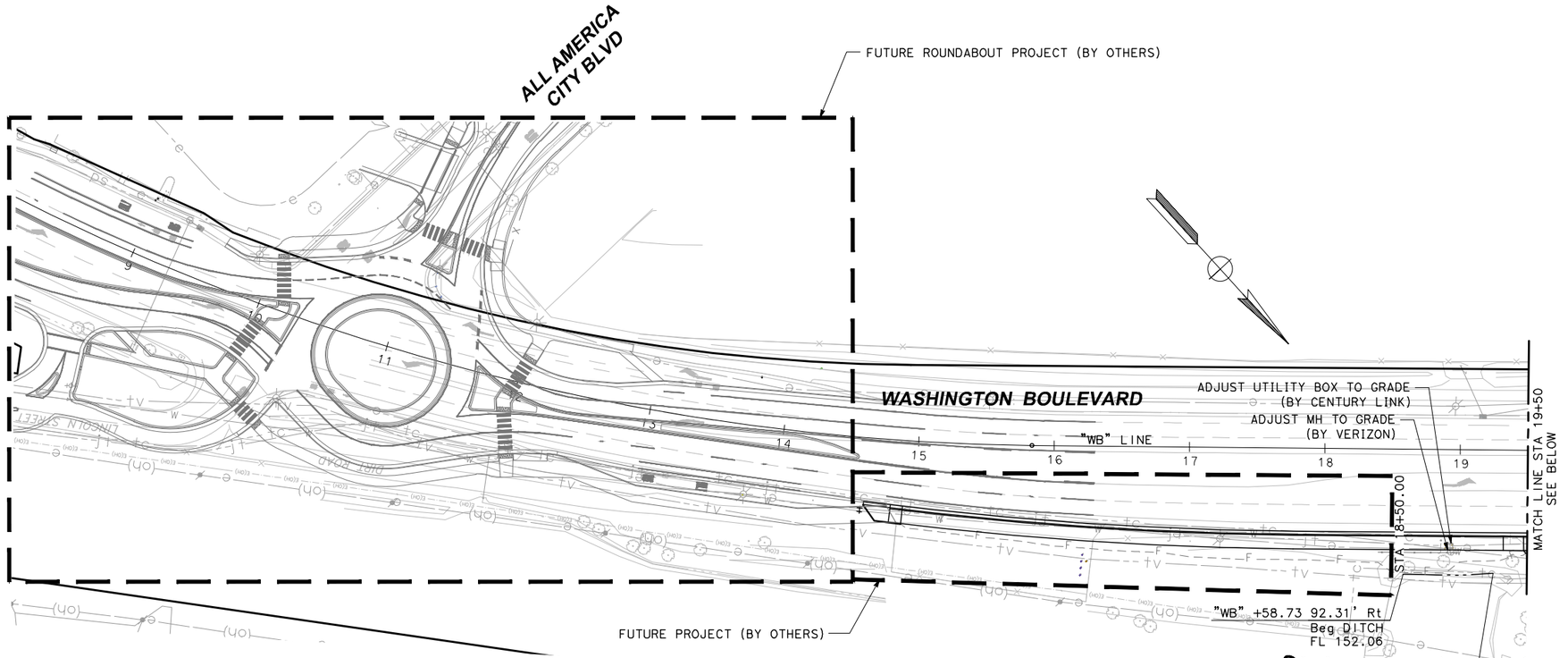
TEMPORARY WATER POLLUTION CONTROL

LEGEND:

- EXIST UG ELECTRICAL (ROSEVILLE ELECTRIC)
- EXIST OH ELECTRICAL (ROSEVILLE ELECTRIC OR SMUD OR WAPA)
- EXIST FIBER OPTIC (CENTURY LINK)
- EXIST GAS (PG&E)
- EXIST JOINT TRENCH (CENTURY LINK/VERIZON)
- EXIST WATER (CITY OF ROSEVILLE)
- EXIST SEWER (CITY OF ROSEVILLE)
- EXIST SEWER FORCE MAIN (CITY OF ROSEVILLE)
- EXIST STORM DRAIN (CITY OF ROSEVILLE)
- EXIST RECYCLE WATER (CITY OF ROSEVILLE)
- EXIST TELECOMMUNICATION (XO COMMUNICATIONS)
- EXIST TELEVISION LINE (CONSOLIDATED COMMUNICATION)
- EXIST TELEPHONE LINE (AT&T)
- (1) DRAINAGE SYSTEM SYMBOL
- (a) DRAINAGE UNIT SYMBOL

NOTES:

1. LOCATIONS AND ELEVATIONS OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO WORK.
2. SEE DRAINAGE PROFILE FOR DRAINAGE SYSTEM 3 TO 6.
3. UNLESS OTHERWISE SHOWN, THE DITCH FLOW LINE WILL BE DETERMINED FROM TYPICAL CROSS SECTION. SEE X-SHEETS FOR DETAILS.
4. STREET LIGHTING PLAN WILL BE PREPARED BY ROSEVILLE ELECTRIC AND WILL BE PROVIDED IN THE NEXT SUBMITTAL.
5. CORRUGATED STEEL PIPE SHALL HAVE BITUMINOUS COATING.



THIS PLAN TO BE USED FOR DRAINAGE AND UTILITY INFORMATION ONLY

DU-1

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP DI, NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY TJI No. 73291 Exp. 12/31/20 CIVIL — STATE OF CALIFORNIA

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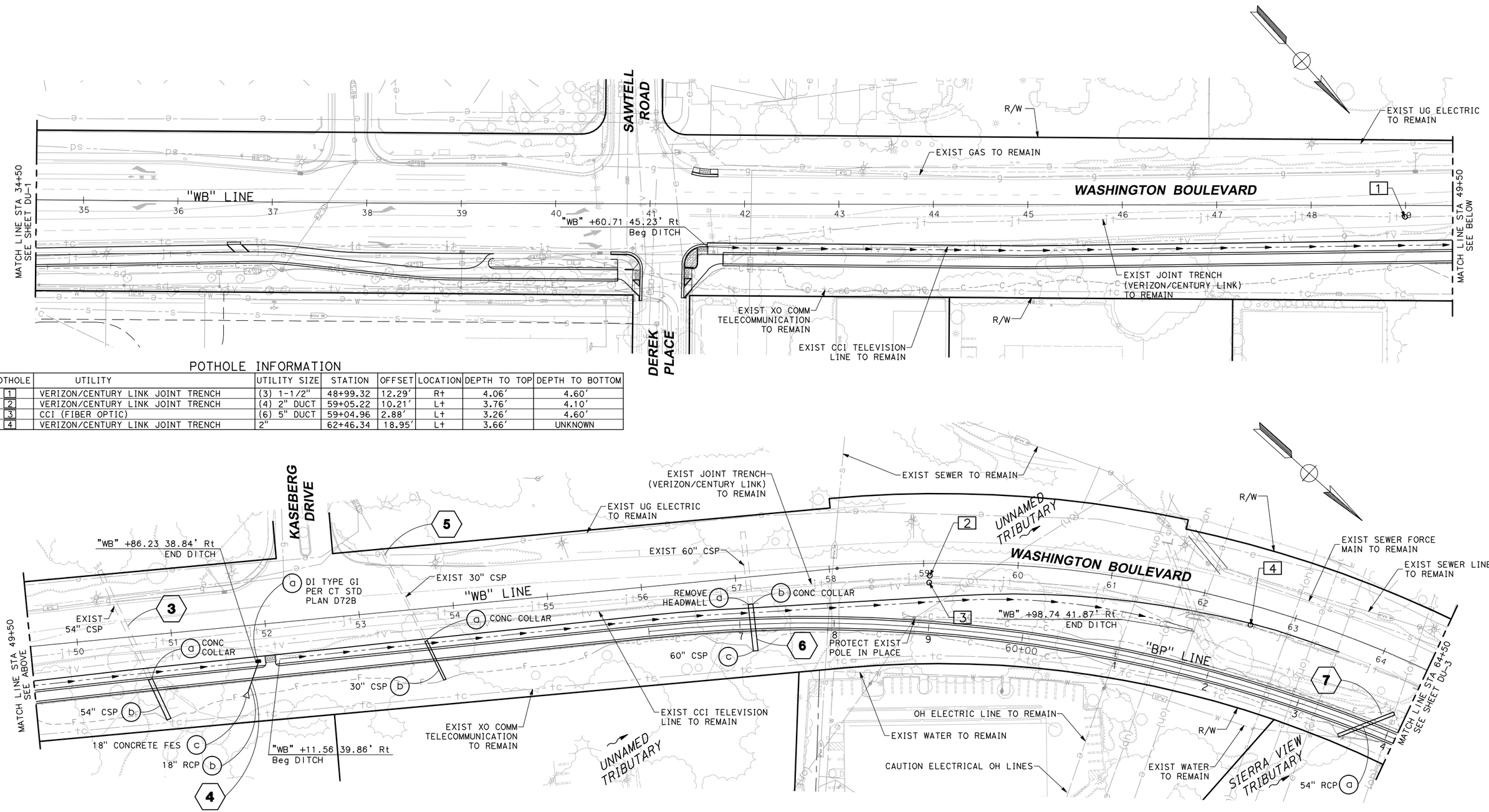
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DRAINAGE & UTILITIES

28 OF 53



POTHOLE INFORMATION

POTHOLE	UTILITY	UTILITY SIZE	STATION	OFFSET	LOCATION	DEPTH TO TOP	DEPTH TO BOTTOM
1	VERIZON/CENTURY LINK JOINT TRENCH	(3) 1-1/2"	48+99.32	12.29'	R+	4.06'	4.60'
2	VERIZON/CENTURY LINK JOINT TRENCH	(4) 2" DUCT	59+05.22	10.21'	L+	3.76'	4.10'
3	CCI (FIBER OPTIC)	(6) 5" DUCT	59+04.96	2.88'	L+	3.26'	4.60'
4	VERIZON/CENTURY LINK JOINT TRENCH	2"	62+46.34	18.95'	L+	3.66'	UNKNOWN

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DU-2

NO.	REVISIONS	BY	DATE

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DRAWN BY:	JD
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SCALE:	1" = 50'
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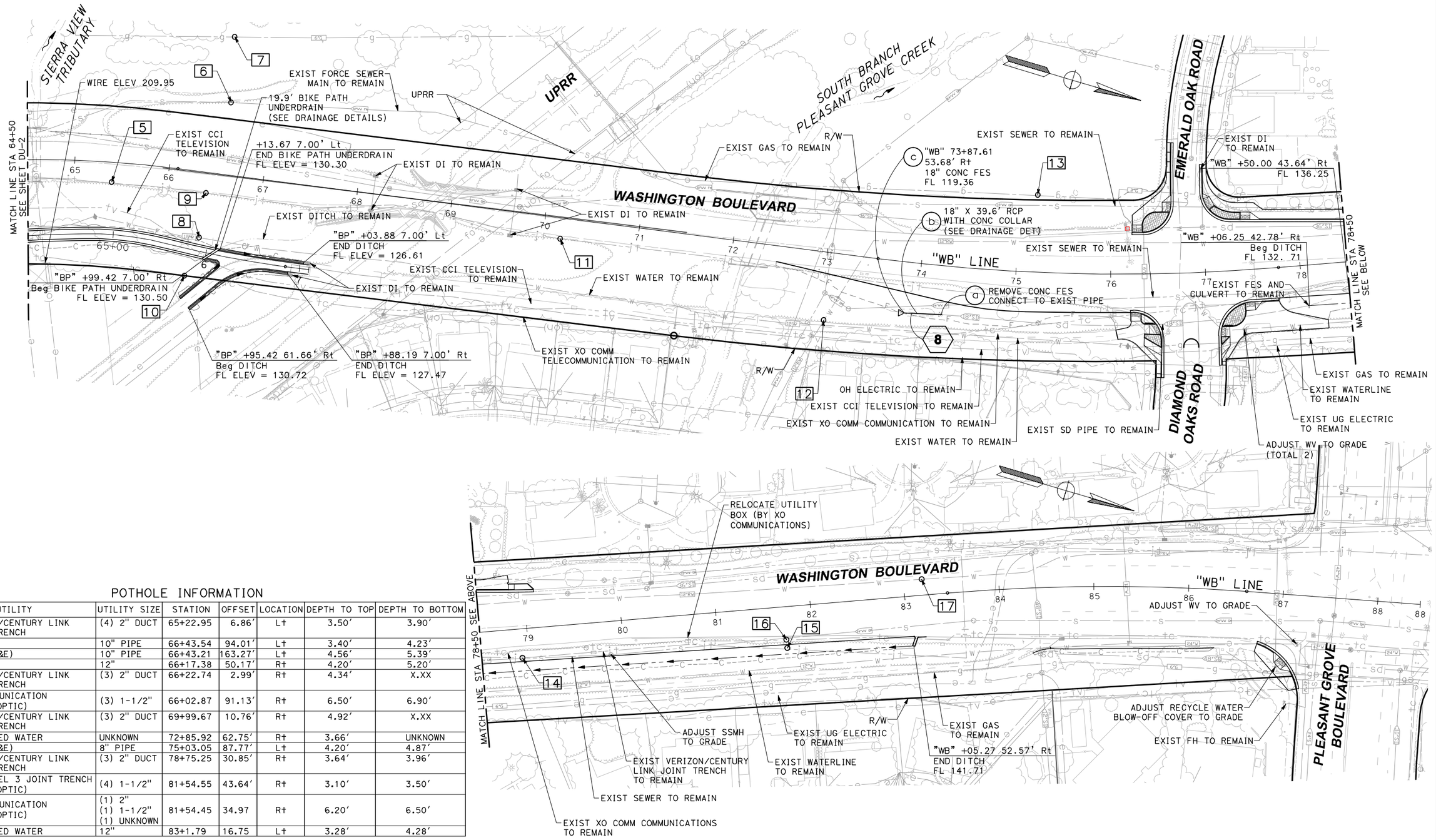
DRAINAGE & UTILITIES



POTHOLE INFORMATION

POTHOLE	UTILITY	UTILITY SIZE	STATION	OFFSET	LOCATION	DEPTH TO TOP	DEPTH TO BOTTOM
5	VERIZON/CENTURY LINK JOINT TRENCH	(4) 2" DUCT	65+22.95	6.86'	L†	3.50'	3.90'
6	SEWER	10" PIPE	66+43.54	94.01'	L†	3.40'	4.23'
7	GAS (PG&E)	10" PIPE	66+43.21	163.27'	L†	4.56'	5.39'
8	WATER	12"	66+17.38	50.17'	R†	4.20'	5.20'
9	VERIZON/CENTURY LINK JOINT TRENCH	(3) 2" DUCT	66+22.74	2.99'	R†	4.34'	X.XX
10	XO COMMUNICATION (FIBER OPTIC)	(3) 1-1/2"	66+02.87	91.13'	R†	6.50'	6.90'
11	VERIZON/CENTURY LINK JOINT TRENCH	(3) 2" DUCT	69+99.67	10.76'	R†	4.92'	X.XX
12	RECLAIMED WATER	UNKNOWN	72+85.92	62.75'	R†	3.66'	UNKNOWN
13	GAS (PG&E)	8" PIPE	75+03.05	87.77'	L†	4.20'	4.87'
14	VERIZON/CENTURY LINK JOINT TRENCH	(3) 2" DUCT	78+75.25	30.85'	R†	3.64'	3.96'
15	MCI/LEVEL 3 JOINT TRENCH (FIBER OPTIC)	(4) 1-1/2"	81+54.55	43.64'	R†	3.10'	3.50'
16	XO COMMUNICATION (FIBER OPTIC)	(1) 2" (1) 1-1/2" (1) UNKNOWN	81+54.45	34.97	R†	6.20'	6.50'
17	RECLAIMED WATER	12"	83+1.79	16.75	L†	3.28'	4.28'

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DU-3

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DRAWN BY:	JD
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SCALE:	1" = 50'
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PROJECT NO:	SA-16110

BY: 7/27/2020
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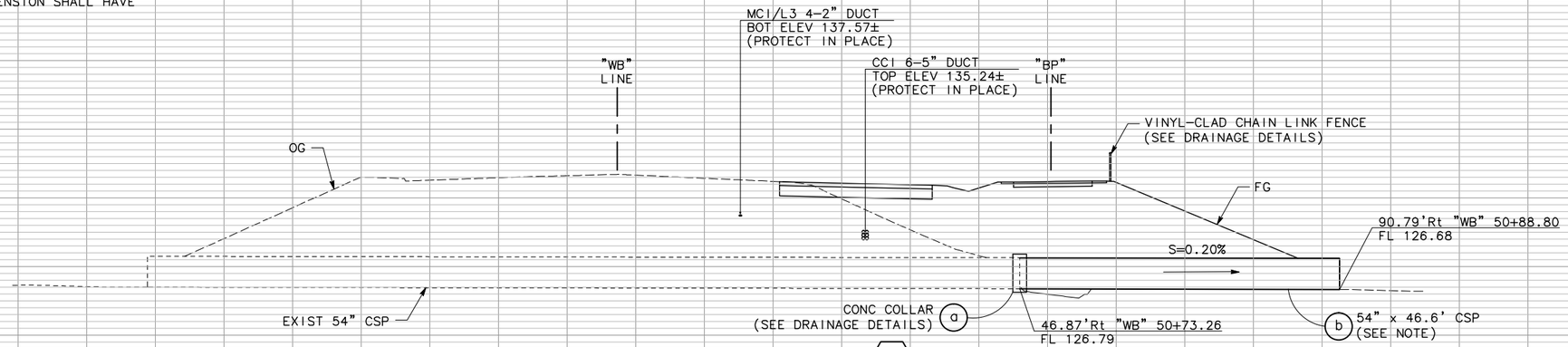
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

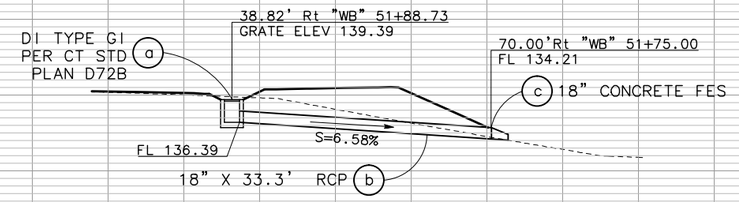
DRAINAGE & UTILITIES

NOTE:

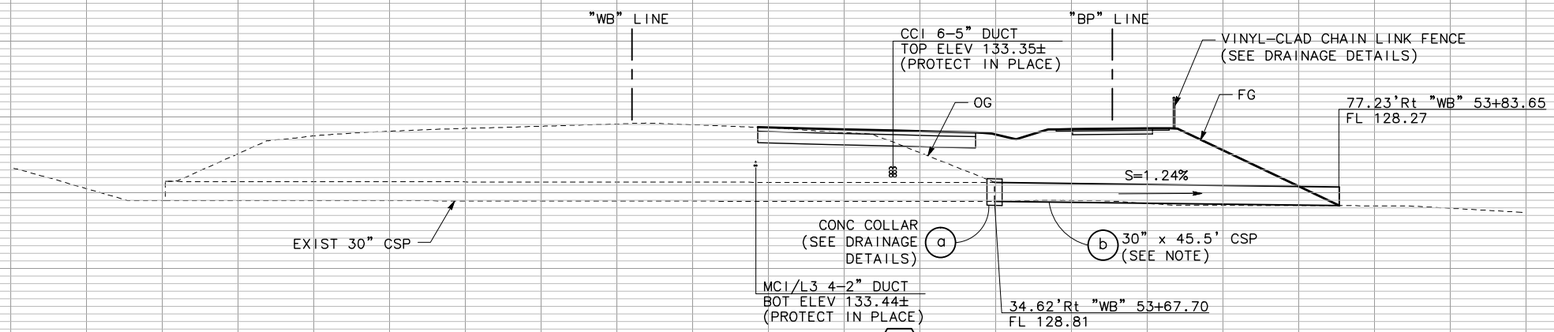
NEW CORRUGATED STEEL PIPE EXTENSION SHALL HAVE BITUMINOUS COATING.



DRAINAGE SYSTEM No. 3



DRAINAGE SYSTEM No. 4



DRAINAGE SYSTEM No. 5

DP-1

NO.	REVISIONS	BY	DATE

BENCH MARK
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DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK, TOP DI, NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	V: 1"=10' H: 1"=10'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

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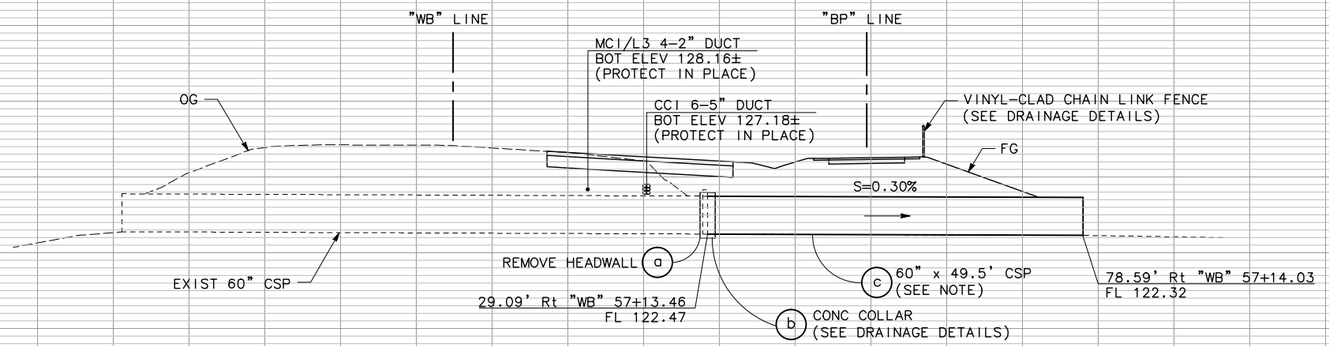
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

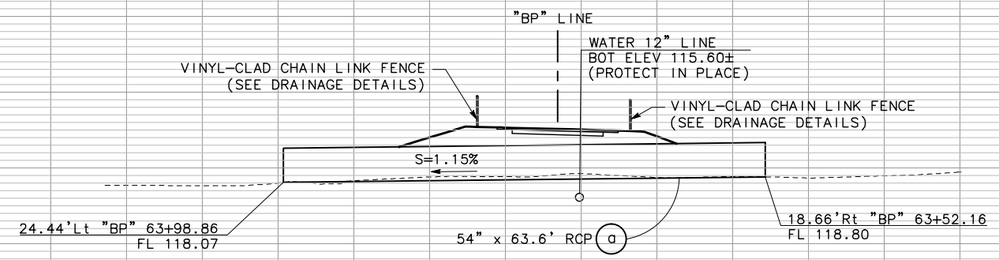
DRAINAGE PROFILES

NOTE:

NEW CORRUGATED STEEL PIPE EXTENSION SHALL HAVE BITUMINOUS COATING.



DRAINAGE SYSTEM No. 6



DRAINAGE SYSTEM No. 7

DP-2

NO.	REVISIONS	BY	DATE

BENCH MARK
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DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	V: 1"=10' H: 1"=10'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020

PLANS APPROVAL DATE

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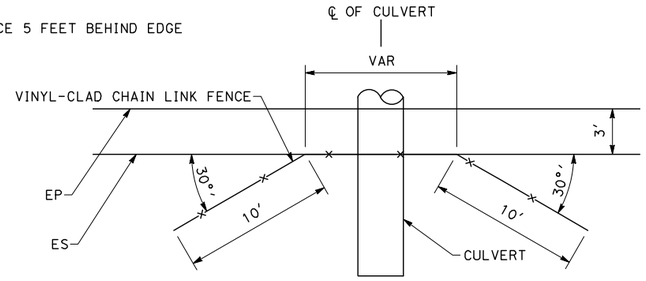
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DRAINAGE PROFILES

NOTES:

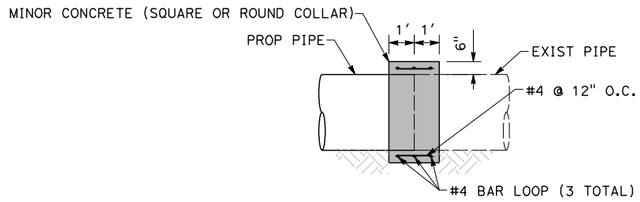
1. APPLY RETROREFLECTIVE TAPE AROUND THE CHAIN LINK FENCE POST AT INTERVAL OF 18" ON CENTER.
2. PLACE CHAIN LINK FENCE 2 FEET BEHIND THE SIDEWALK.
3. PLACE CHAIN LINK FENCE 5 FEET BEHIND EDGE OF EDGE OF PAVEMENT.



VINYL-CLAD CHAIN LINK FENCE PLAN

NO SCALE

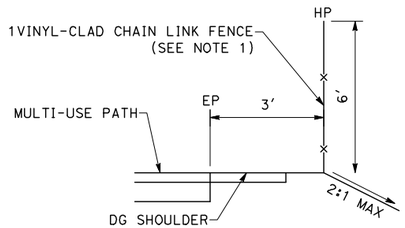
"WB" 62+00.00 Rt



CONCRETE COLLAR

NO SCALE

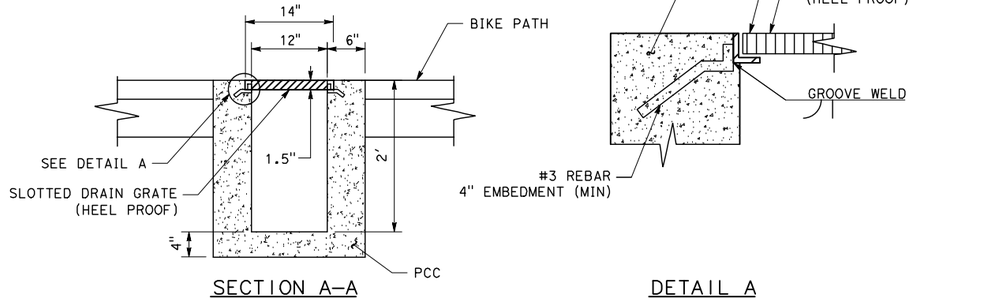
2 b 3 b 6 c 8 b



VINYL-CLAD CHAIN LINK FENCE ELEVATION

NO SCALE

"WB" 18+40.00 TO "WB" 19+00.00 (SEE NOTE 2)
"WB" 49+25.00 TO "BP" 57+40.00
"BP" 61+75.00 TO "BP" 64+21.96 (SEE NOTE 3)
"WB" 62+00.00 Rt
"BP" 63+65.18 Rt



BIKE PATH UNDERDRAIN

NO SCALE

DD-1

NO.	REVISIONS	BY	DATE

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DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	NO SCALE
DATE:	7/27/2020
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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

DRAINAGE DETAILS

GENERAL NOTES SIGNING AND STRIPING:

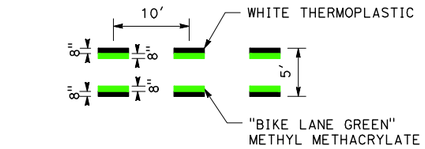
1. ALL SIGN CODES ARE FEDERAL UNLESS OTHERWISE DESIGNATED AS CALIFORNIA SIGN CODES.
2. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, THE 2015 EDITION OF THE STATE OF CALIFORNIA STANDARD PLANS, AND THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD).
3. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
4. ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY THE ENGINEER.
5. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
6. REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS, SHALL BE ACCOMPLISHED BY GRINDING OR BY OTHER METHODS APPROVED IN WRITING BY THE ENGINEER.
7. CROSSWALKS SHALL BE 12 FEET WIDE INCLUDING THE 12" SOLID PAVEMENT MARKING AND SHALL BE WHITE.
8. ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
9. LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE LIP OF CURBS.
10. TRAFFIC SIGNS SHALL BE INSTALLED BEHIND THE SIDEWALK WHEN THE SIDEWALK IS IMMEDIATELY ADJACENT TO THE CURB. SIGN IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
11. CONTRACTOR SHALL VERIFY WITH THE ENGINEER THE EXACT STREET NAME AND STREET ADDRESS FOR PLACEMENT ON STREET NAME SIGNS PRIOR TO ORDERING SIGNS.
12. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL REPLACE ALL PAVEMENT DELINEATION ON THE SAME ALIGNMENT. BEFORE OBLITERATING ANY PAVEMENT DELINEATION, THE LOCATION OF THE PAVEMENT DELINEATION SHALL BE REFERENCED BY THE CONTRACTOR WITH A SUFFICIENT NUMBER OF CONTROL POINTS TO REESTABLISH THE ALIGNMENT. THE REFERENCES SHALL ALSO INCLUDE THE LIMITS OR CHANGES IN STRIPING PATTERN, INCLUDING ONE– AND TWO–WAY BARRIER LINES, LIMIT LINES, CROSSWALKS AND OTHER PAVEMENT MARKINGS.
13. ALL "RG" DESIGNATED SIGNS SHALL HAVE WHITE BORDER AND LETTERING ON A BROWN BACKGROUND.

LEGEND

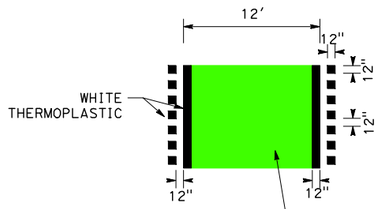
- INSTALL ROADSIDE SIGN
- RELOCATE EXISTING SIGN
- EXISTING SIGN TO REMAIN
- REMOVE ROADSIDE SIGN
- RESET ROADSIDE SIGN
- ROADSIDE SIGN SINGLE POST
- ROADSIDE SIGN DOUBLE POST
- EXISTING SSBM SIGN
- SSBM SIGN
- EXISTING ROADSIDE SIGN
- X-X — ROADSIDE SIGN NUMBER
- LIMIT OF STRIPING
- PAVEMENT DELINEATION DETAIL
- LL — LIMIT LINE (12" WIDE THERMOPLASTIC PAVEMENT MARKING)
- TYPE III ARROW PAVEMENT MARKING
- TYPE VI ARROW PAVEMENT MARKING
- TYPE VII ARROW PAVEMENT MARKING
- BIKE LANE PAVEMENT MARKING PER MUTCD FIGURE 9C-3 (C)
- OBJECT MARKER
- SNS — STREET NAME SIGN
- MAS — MAST ARM MOUNTED SIGN
- SSBM — STRAP AND SADDLE BRACKET METHOD
- Si — SIGNAL PAVEMENT MARKING
- A — AHEAD PAVEMENT MARKING
- BC/EC
- ANGLE POINT

SIGNING AND STRIPING NOTES:

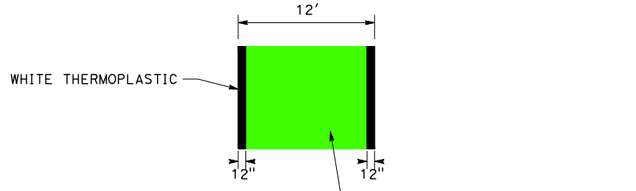
1. INSTALL COLORED BIKE LANE STRIPING PER DETAIL A, SEE THIS SHEET
2. INSTALL CROSSWALK STRIPING PER DETAIL B, SEE THIS SHEET.
3. INSTALL 4" YELLOW BIKE STRIPE PER CST DETAIL BK-2.
4. INSTALL BIKE TRAIL STENCIL PER CST DETAIL BK-5.
5. INSTALL CROSSWALK STRIPING PER DETAIL C, SEE THIS SHEET.
6. INSTALL BIKE DETECTOR PAVEMENT MARKING PER MUTCD FIGURE 9C-7. REFER TO ELECTRICAL SHEET ON PLACEMENT OF BIKE DETECTOR LOOP.
7. PLACE 12" WHITE LIMIT LINE AT LEFT TURN LANE A MINIMUM OF 5 FEET BEHIND THE CROSSWALK LINE. REFER TO ELECTRICAL SHEETS ON PLACEMENT OF DETECTOR LOOP.



DETAIL A: COLORED BIKE LANE STRIPING
NO SCALE

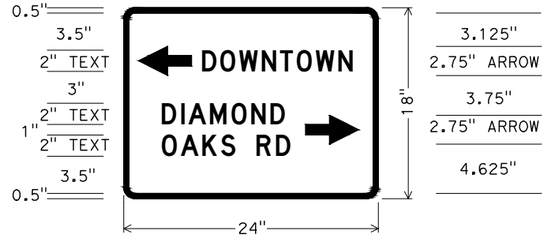


DETAIL B: CROSSWALK STRIPING
NO SCALE

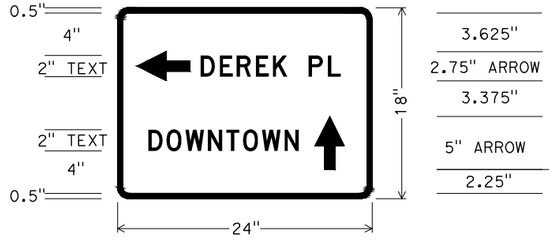


DETAIL C: CROSSWALK STRIPING
NO SCALE

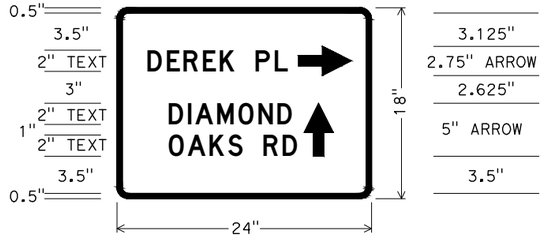
R44C (CA) (MOD)
NO SCALE



RG-1M
NO SCALE



RG-2M
NO SCALE



RG-3M
NO SCALE

SS-1

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DRAWN BY:	JD
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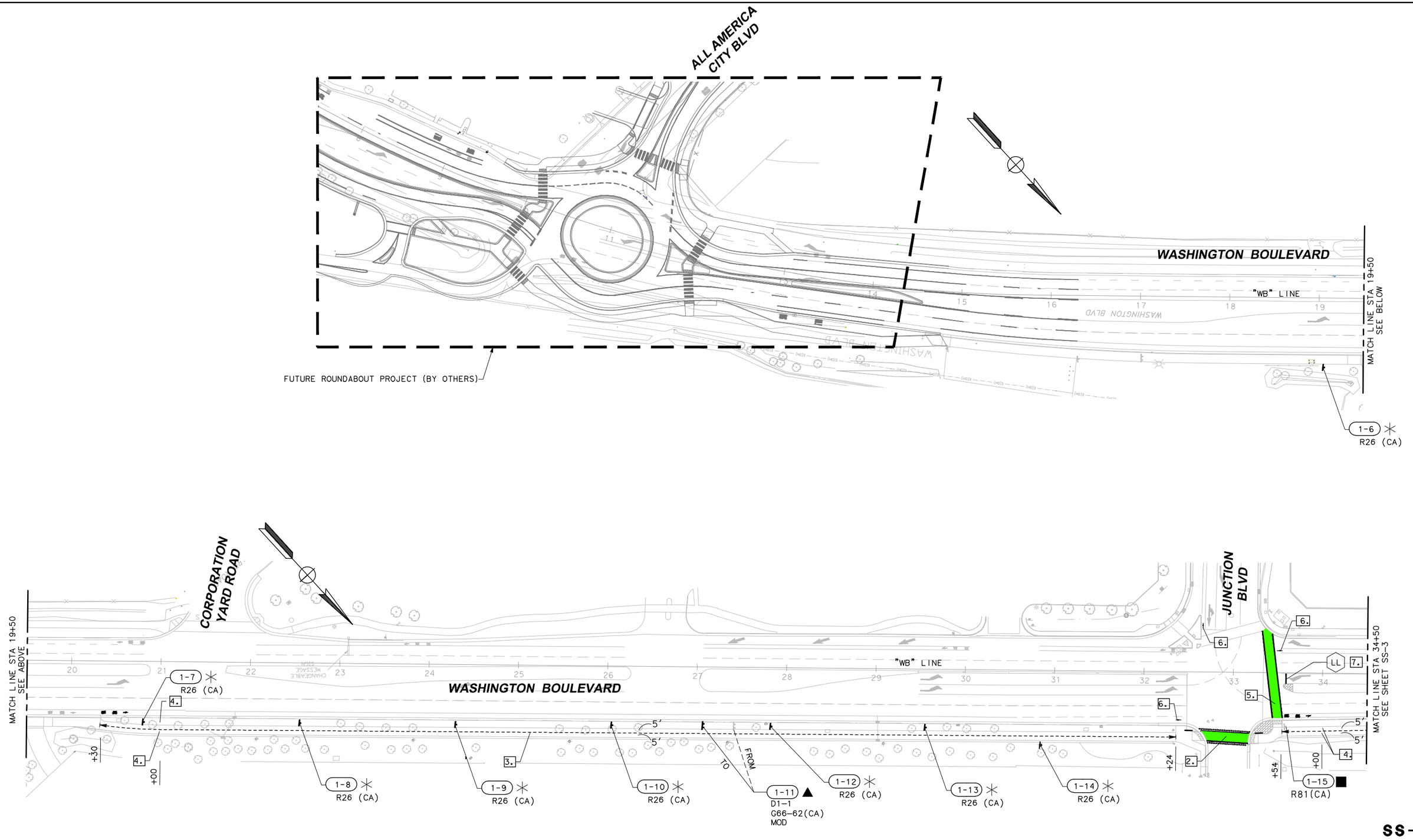
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

SIGNING AND STRIPING



SS-2

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	JT
DRAWN BY:	JD
CHECKED BY:	ZS
SCALE:	1" = 50'
DATE:	7/27/2020
PROJECT NO:	SA-16110

BY: 7/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — JONY T.Il No. 73291 Exp. 12/31/20 CIVIL — STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

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

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

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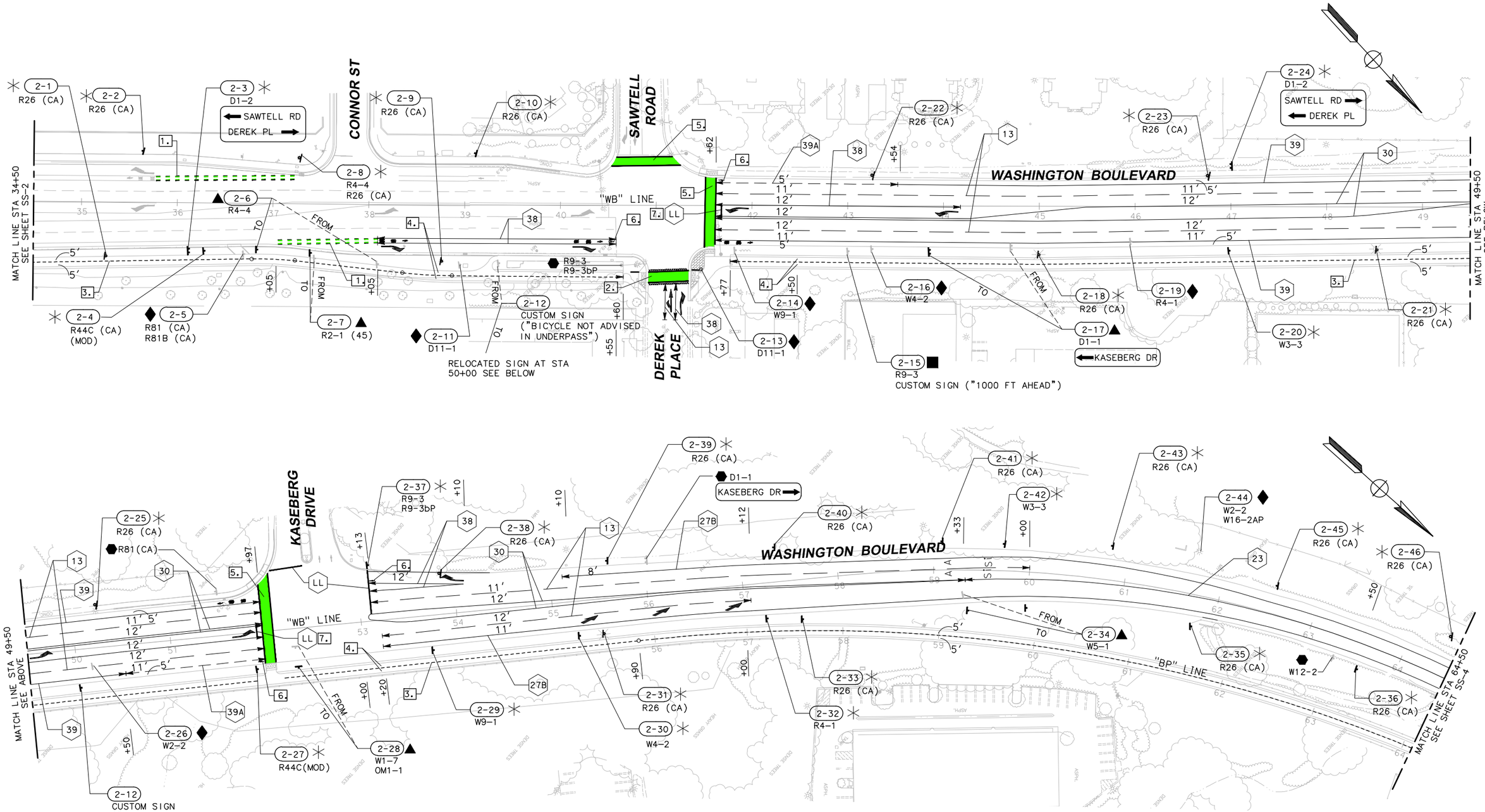

SS-3

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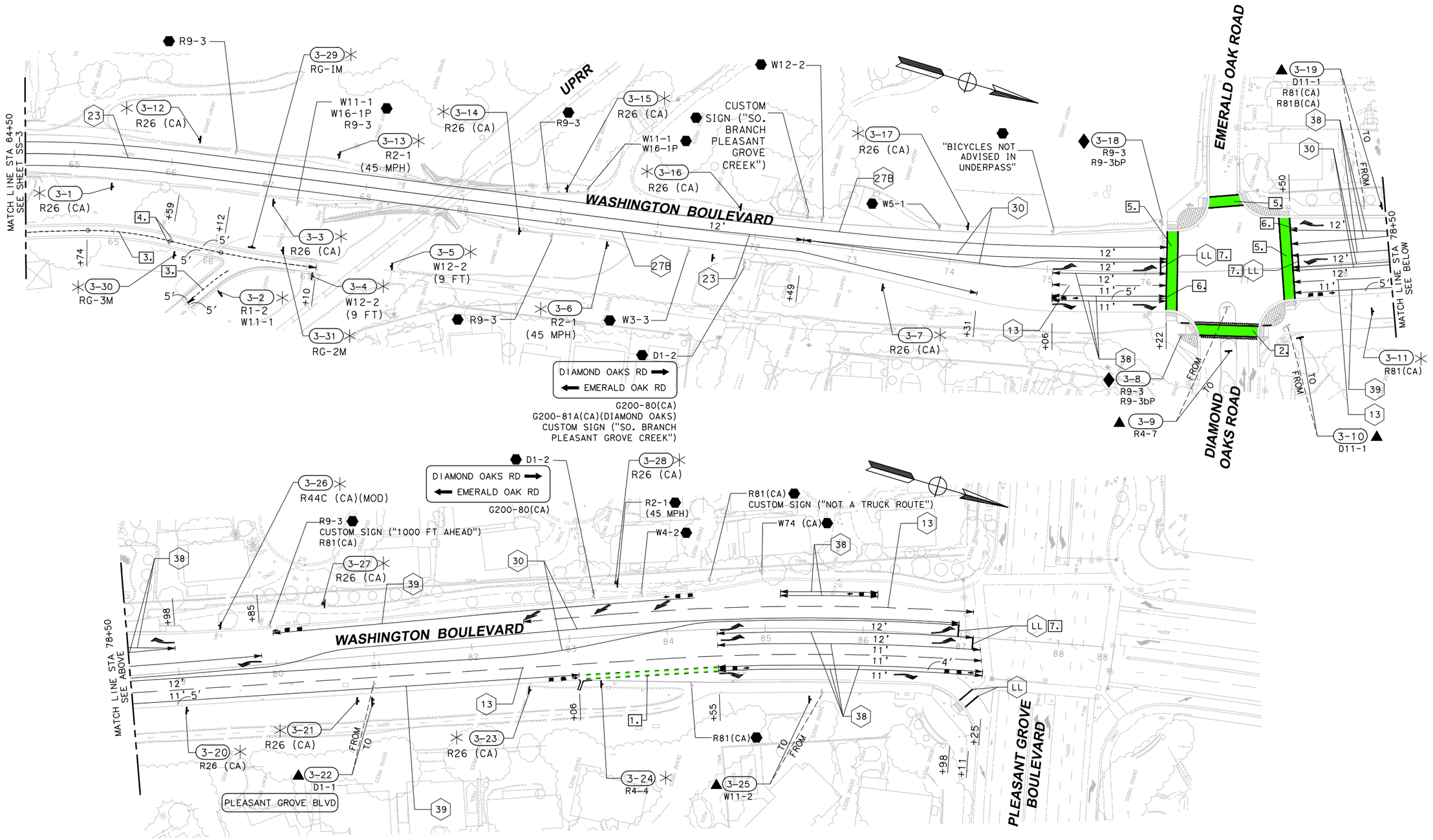

SS-4

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SIGNING AND STRIPING

LEGEND:

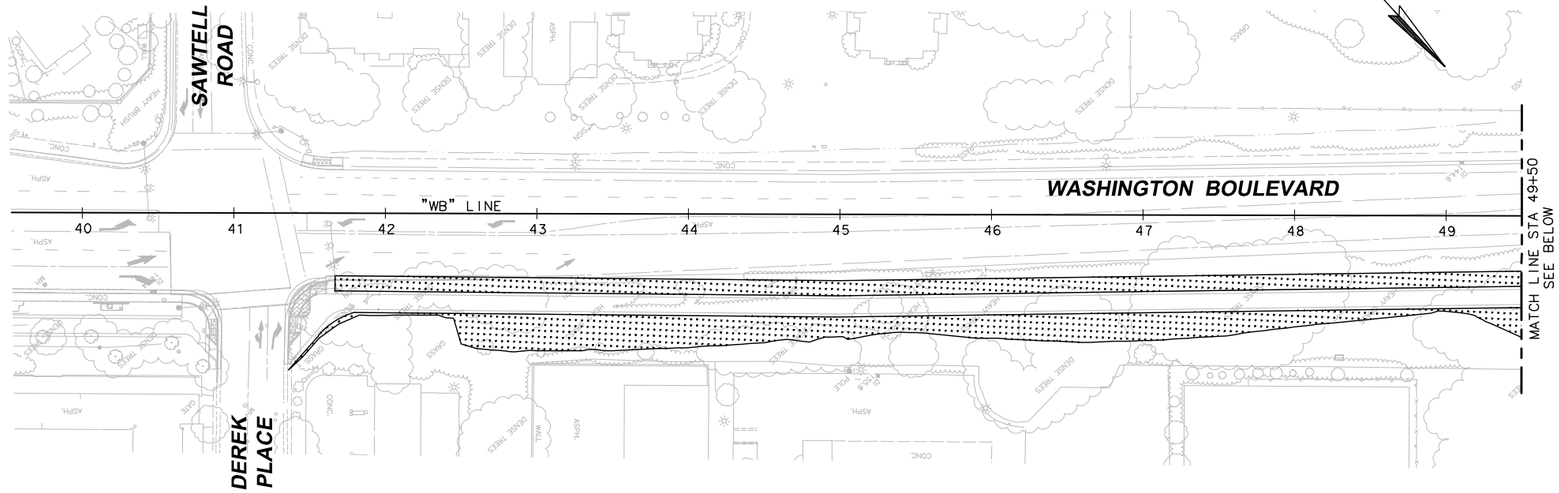
EROSION CONTROL
(SEE BELOW FOR SEED MIX AND THE APPLICATION)

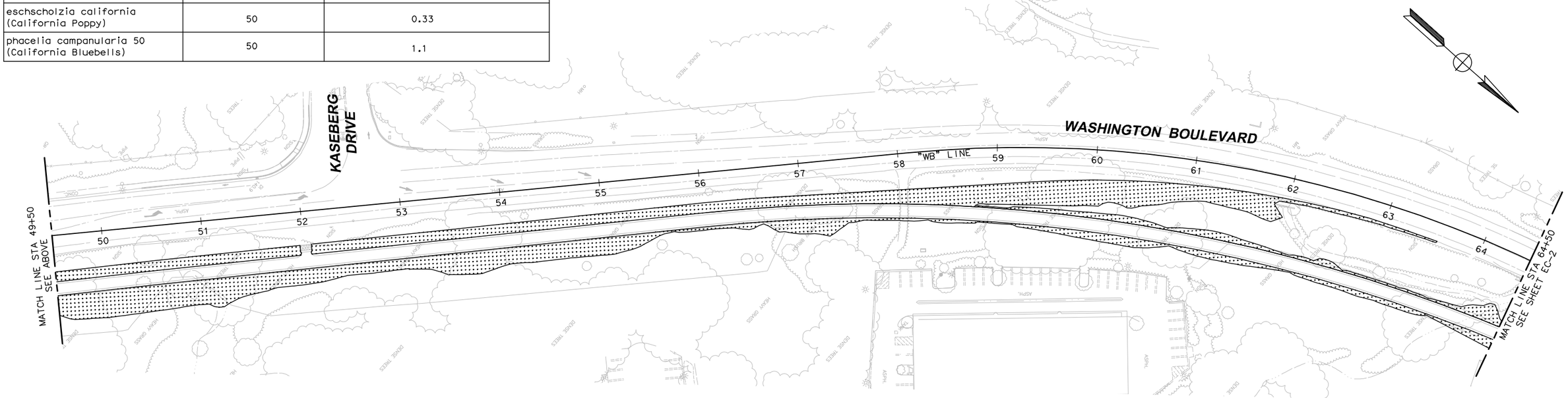
EROSION CONTROL

SEQUENCE	ITEM	MATERIAL		APPLICATION RATE
		DESCRIPTION	TYPE	
STEP 1	HYDROSEED	SEED	MIX 1	9.56 LB/ACRE
		FIBER	WOOD	750 LB/ACRE
STEP 2	COMPOST	COMPOST	MEDIUM	2.3 CY/ACRE
STEP 3	HYDROMULCH	FIBER	WOOD	1200 LB/ACRE
		TACKIFIER	GUAR	125 LB/ACRE
STEP 4	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	

SEED MIX

BOTANICAL (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
lupines bicolor (Pygmy Leaved Lupine)	50	3.3
lotus purshianus (Pershing's Lotus)	50	2.2
achillea millefolium (Yarrow)	50	0.10
clarkia elegans	50	0.33
collinsia heterophylla (Chinese Houses)	70	2.2
eschscholzia california (California Poppy)	50	0.33
phacelia campanularia 50 (California Bluebells)	50	1.1





THIS PLAN TO BE USED FOR EROSION CONTROL INFORMATION ONLY

EC-1

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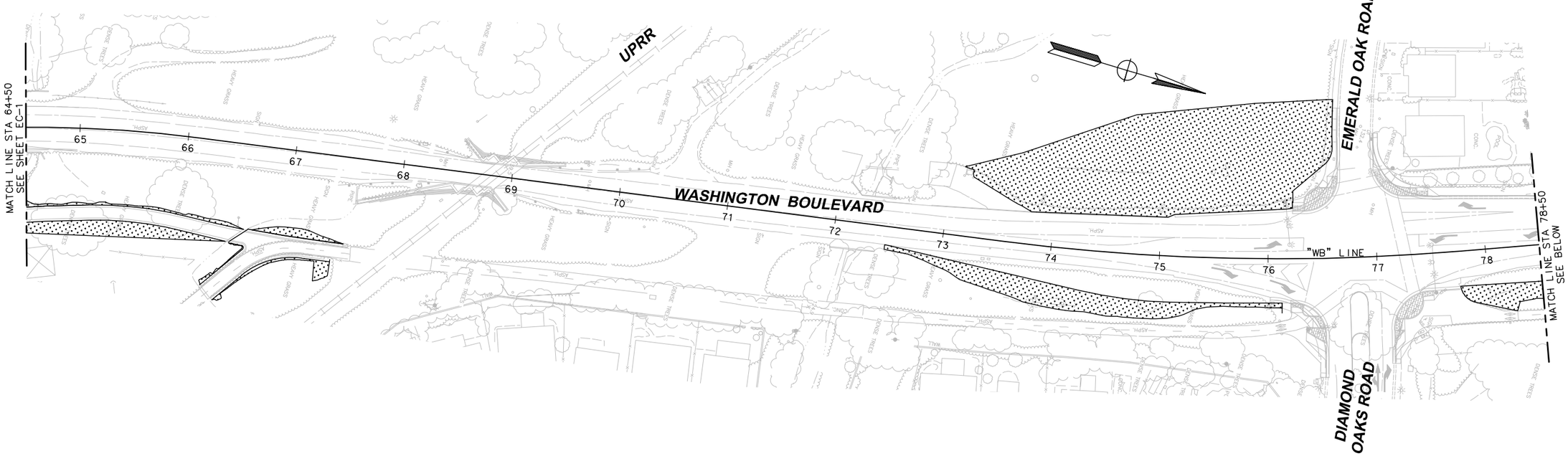
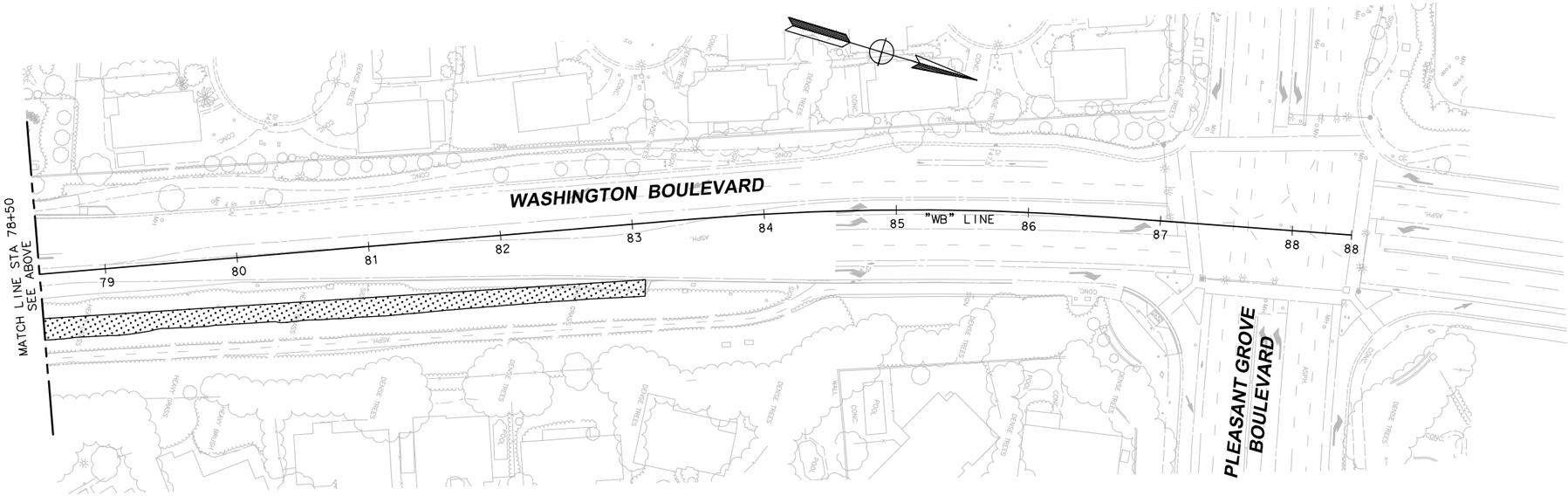
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

EROSION CONTROL





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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

EROSION CONTROL

CAD USER: kbaumgartner

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF ROSEVILLE CONSTRUCTION AND IMPROVEMENTS STANDARDS (INCLUDING THE LATEST AMENDMENTS), STANDARD CONSTRUCTION SPECIFICATIONS, 2015 CALTRANS STANDARD SPECIFICATIONS (AND, REVISED STANDARD SPECIFICATIONS), 2015 STANDARD PLANS (AND REVISED STANDARD PLANS), AND THE LATEST EDITION OF THE CA MUTCD.

2. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE NEGLIGENCE OF ENGINEER.

3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.

4. THESE PLANS ARE HEREBY MADE PART OF THE CONTRACT SPECIFICATIONS FOR THIS PROJECT.

VERIFICATION-LOCATION:

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT U.S.A. AND HAVE UTILITIES MARKED AT LEAST 72 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE NEAR PROPOSED FOUNDATIONS, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES BY POT HOLING PRIOR TO EXCAVATING.

6. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES BEYOND THE INFORMATION PROVIDED BY U.S.A. MARKING INCLUDING, BUT NOT LIMITED TO, METAL DETECTORS, WIRE LOCATIONS (OR WIRE LOCATING EQUIPMENT), AND POTHOLING.

7. LOCATIONS OF SIGNAL STANDARDS, CONTROLLERS, SERVICE PEDESTALS, PULL BOXES AND LOOP DETECTORS AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE THESE ITEMS AND THE ENGINEER SHALL APPROVE SAID LOCATIONS PRIOR TO EXCAVATION.

8. IN CASE OF BORING, CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

TRAFFIC CONTROL PLANS:

9. TRAFFIC CONTROL SHALL BE PER THE LATEST EDITION OF THE CA MUTCD. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY ENGINEERING DIVISION 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.

10. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN TRAFFIC CONTROL PLAN REQUESTING TO DISCONNECT OR DISABLE ANY TRAFFIC SIGNAL COMPONENT OR SIGNAL INTERCONNECT WIRE WHERE AN IMMEDIATE SWITCH-OVER TO NEW EQUIPMENT IS NOT FEASABLE. THIS WRITTEN NOTIFICATION SHALL INCLUDE DATE AND TIME OF DISCONNECT, DESCRIPTION OF WORK, INCLUDING LOOP INPUTS IF APPLICABLE, CONTACT PERSON, AND ESTIMATED DATE OF RECONNECTION. THIS REQUEST SHALL BE ON COMPANY LETTERHEAD, FAX OR VIA COMPANY E-MAIL. UPON APPROVAL OF REQUEST, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR 48 HOURS PRIOR TO WORK TO VERIFY SCHEDULE. A COPY OF THE APPROVED REQUEST SHALL BE GIVEN TO THE SIGNAL TECHNICIAN DISCONNECTING THE REQUESTED SYSTEM. THIS COPY IS TO BE PLACED IN THE NEAREST CONTROLLER CABINET DURING THE COURSE OF WORK. REQUEST TO DISCONNECT OR DISABLE ANY TRAFFIC SIGNAL FOR A PERIOD LONGER THAN ONE (1) DAY OR A COMPONENT OF ANY TRAFFIC SIGNAL SYSTEM FOR A PERIOD LONGER THAN FIVE (5) WORKING DAYS WILL NOT BE APPROVED.

11. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN TRAFFIC CONTROL PLAN IF ANY (PARTIAL OR FULL) LANE CLOSURE IS NECESSARY. THIS WRITTEN NOTIFICATION SHALL INCLUDE DATE AND TIME, DESCRIPTION OF WORK, CONTACT PERSON AND ESTIMATED DATE OF COMPLETION. THIS REQUEST SHALL BE ON COMPANY LETTERHEAD, FAX, OR VIA COMPANY E-MAIL. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DIVISION 72 HOURS IN ADVANCE OF SETTING UP THE CLOSURE. UPON APPROVAL OF REQUEST, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR 48 HOURS PRIOR TO WORK TO VERIFY SCHEDULE.

12. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY OR REQUIRED BY THE CITY TO PROVIDE SAFETY.

13. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF JOB SITE.

14. THE EXISTING TRAFFIC SIGNALS WITHIN THE PROJECT SHALL BE OPERATIONAL WEEKDAYS FROM 6:00 AM TO 10:00 AM AND FROM 3:00 PM TO 7:00 PM. WORK REQUIRING LONGER SIGNAL DOWN-TIME SHALL OCCUR AT NIGHT OR ON WEEKENDS SUBJECT TO APPROVAL AS DESCRIBED ABOVE.

A.C./CONCRETE-PAVEMENT WORK:

15. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

16. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.

17. ALL CONCRETE TO BE USED IN CURBS, DRIVEWAYS, BIKE PATHS AND SIDEWALKS SHALL BE CLASS A (6 SACK).

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.

SUBGRADE:

19. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

20. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.

21. THE UPPER SIX (6) INCHES OF THE SUB GRADE SHALL BE COMPACTED TO 95% MINIMUM RELATIVE COMPACTION.

22. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.

23. NO TRENCHING SHALL OCCUR BENEATH THE DRIP LINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".

SIGNAL:

24. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL EQUIPMENT AND MATERIALS NECESSARY FOR THE SIGNAL TO OPERATE AS SHOWN IN THE PHASE DIAGRAM.

25. ALL SIGNAL SECTIONS SHALL HAVE FULL CIRCLE VISORS.

26. MOUNT VIDEO PAN, TILT, ZOOM CAMERA BELOW LUMINAIRE MAST ARM AS DIRECTED BY CITY ENGINEER.

27. SIGNAL HEADS TO REMAIN DARK FOR MORE THAN ONE WEEK SHALL BE COVERED WITH A COMMERCIALLY AVAILABLE SIGNAL HEAD COVER. BURLAP SACKS AND/OR PLYWOOD WILL NOT BE ALLOWED.

28. CONTRACTOR SHALL PROVIDE 48 HOUR NOTICE TO THE CITY PRIOR TO PUTTING A SIGNAL INTO RED FLASH.

29. ALL LOOP DETECTOR HANDHOLES (DHH'S) SHALL BE INSTALLED ON THE LANE LINES. EACH DHH SHALL BE CONNECTED TO ITS OWN UNIQUE CONDUIT THAT RUNS DIRECTLY FROM THE DHH TO A NUMBER 6 PULL BOX LOCATED IN THE SIDEWALK, ADJACENT TO THE DHH IN THE SAME DIRECTION OF TRAVEL. NO MULTIPLE DHH'S SHALL BE ALLOWED THAT ARE CONNECTED TO THE SAME CONDUIT RUN.

30. ALL DHH'S SHALL BE INSTALLED PER LATEST INSTALLMENT OF THE STATE OF CALIFORNIA STANDARD PLANS.

31. UNLESS OTHERWISE SPECIFIED, ALL PULL BOXES SHALL BE FIBRELYTE FL36, OR CITY-APPROVED EQUIVALENT.

EROSION CONTROL:

32. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE CITY OF ROSEVILLE WITH A COPY OF OSHA PERMIT.

33. CONSTRUCTION ACTIVITIES OCCURRING BETWEEN OCTOBER 15 AND APRIL 1 SHALL HAVE EROSION AND SEDIMENT CONTROL MEASURES IN PLACE OR CAPABLE OF BEING PLACED WITHIN 24 HOURS. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.

34. ADJACENT STREET FRONTAGES SHALL BE SWEPT AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES.

35. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NPDES REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

RESTORATION:

36. ALL EXISTING UTILITIES AND IMPROVEMENTS, INCLUDING SUBSTRUCTURES, THAT ARE DAMAGED BY THE CONTRACTOR, WHICH ARE NOT DESIGNATED BY THE PLANS OR SPECIFICATIONS TO BE DISTURBED, SHALL BE RESTORED OR REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

37. CONTRACTOR SHALL RESTORE ALL DISTURBED LANDSCAPING AND IRRIGATION SYSTEMS TO ORIGINAL CONDITION AND/OR REDESIGN AND INSTALL IRRIGATION TO ACCOMMODATE NEW STRUCTURES WITHIN THIS PROJECT.

38. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

MISC:

39. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE ENGINEERING DIVISION, ENVIRONMENTAL UTILITIES DEPARTMENT, AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.

40. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATION AS MAY BE NECESSARY.

41. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

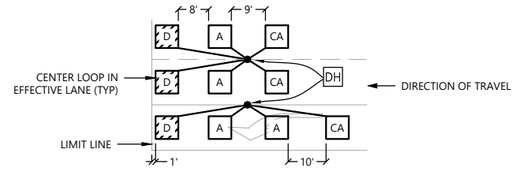
42. THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

ACRONYMS:

ABO	ACTIVATED BLANK-OUT (SIGN)
SMFO-##	##-STRAND SINGLE MODE FIBER OPTIC (CABLE)
UPRR	UNION PACIFIC RAILROAD

LEGEND:

- ACTIVATED BLANK-OUT SIGN
- BICYCLE SIGNAL

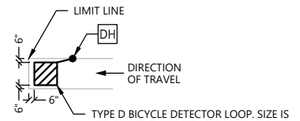


LEGEND

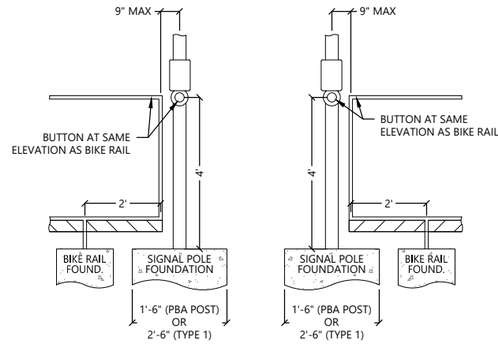
A	TYPE "A" LOOP
D	TYPE "D" LOOP
CA	TYPE "A" COUNT LOOP

NOTES:
- ALL LOOPS ARE WOUND CLOCKWISE.
- CENTER LOOPS IN EFFECTIVE AREA.
- HANDHOLES SHALL BE PLACED BETWEEN PRESENCE & COUNT LOOPS IN THE THROUGH LANES.

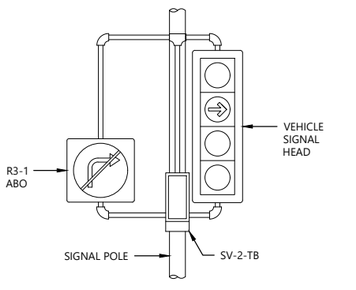
TYPICAL LOOP DETECTOR
NOT TO SCALE



TYPICAL BICYCLE DETECTOR LOOP PLACEMENT
NOT TO SCALE



BPB AND BIKE RAIL PLACEMENT DETAIL
NO SCALE



ABO MOUNTING DETAIL
NO SCALE

BPB SIGN DETAIL
NO SCALE
ARROW ORIENTATION PER PLANS

ELECTRICAL SHEET INDEX

SHEET	DESCRIPTION
E-1	GENERAL NOTES AND DETAILS
TRAFFIC SIGNALS	
E-2	WASHINGTON BLVD / JUNCTION BLVD
E-3	WASHINGTON BLVD / JUNCTION BLVD
E-4	WASHINGTON BLVD / SAWTELL RD / DEREK PL
E-5	WASHINGTON BLVD / SAWTELL RD / DEREK PL
E-6	WASHINGTON BLVD / KASEBERG DR
E-7	WASHINGTON BLVD / KASEBERG DR
E-8	WASHINGTON BLVD / DIAMOND OAKS RD / EMERALD OAK RD
E-9	WASHINGTON BLVD / DIAMOND OAKS RD / EMERALD OAK RD
TRAFFIC SIGNAL INTERCONNECT	
E-10	WASHINGTON BLVD STA 31.5 TO STA 50.7
E-11	WASHINGTON BLVD STA 50.7 TO STA 69.9
E-12	WASHINGTON BLVD STA 69.9 TO STA 89.1
TUNNEL CAMERAS & LIGHTING	
E-13	UPRR TRAIL UNDERPASSS

CADD FILE: 3431-Signals.dwg
Jul 27, 2020

NO.	REVISIONS	BY	DATE

BENCH MARK
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CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

FEHR PEERS
1013 Galleria Boulevard Suite 255 Roseville, CA 95678 (916) 773-1900

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

CITY OF ROSEVILLE CALIFORNIA

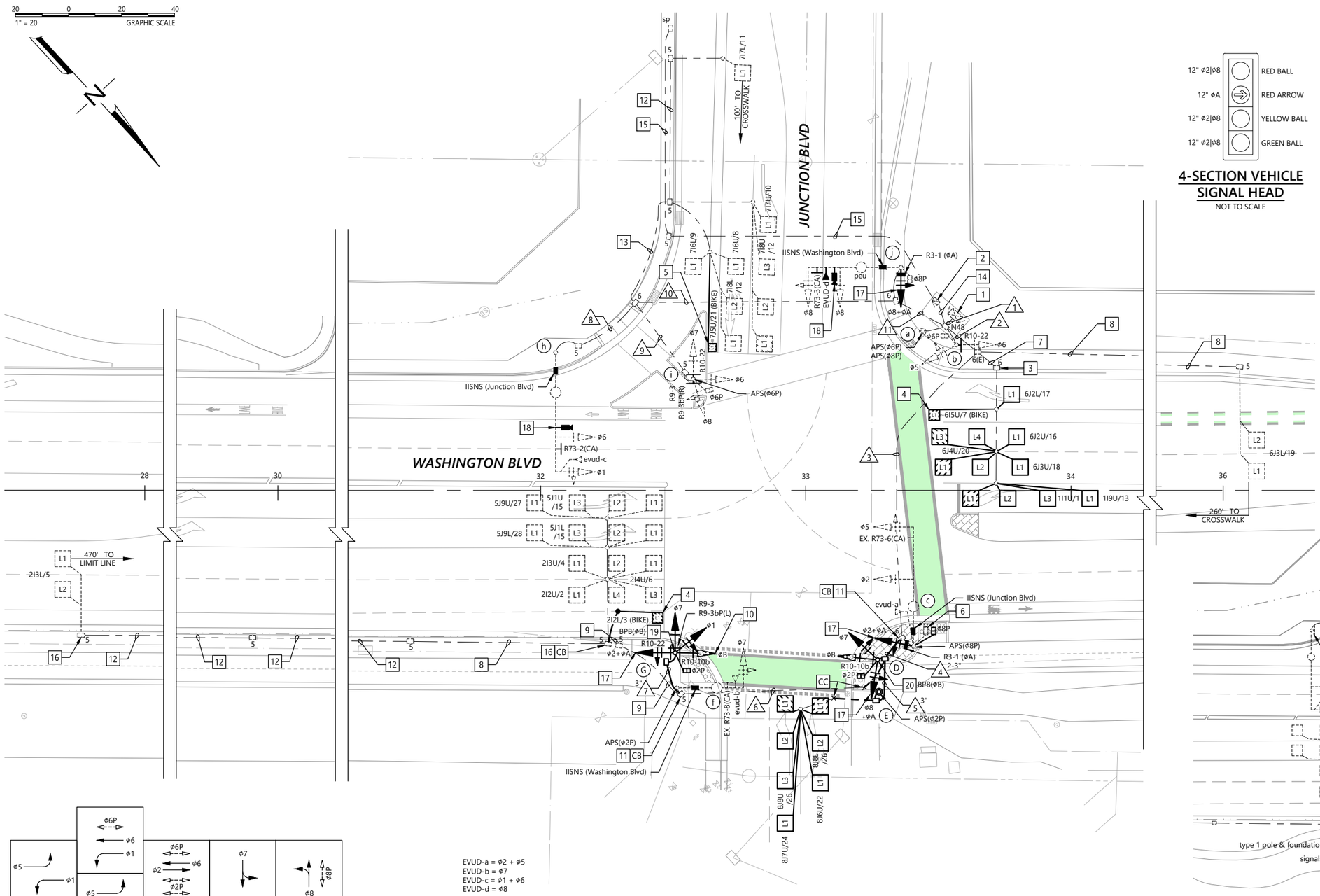
WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

SIGNAL AND LIGHTING
GENERAL NOTES AND DETAILS

Fehr & Peers Associates, its employees, its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

CAD USER: kbaumgartner

20 0 20 40
1" = 20'
GRAPHIC SCALE

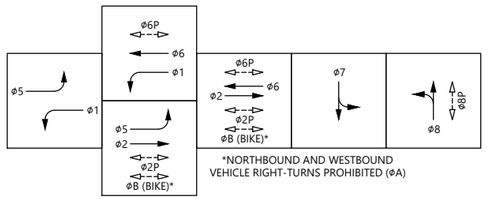


4-SECTION VEHICLE SIGNAL HEAD

NOT TO SCALE

PROJECT NOTES (THIS SHEET ONLY):

1. EX. 332 CABINET WITH EX. CONTROLLER TO REMAIN. FURNISH AND INSTALL POLARA iNTELLIGENT CENTRAL CONTROL UNIT, MODEL NO. iCCU-B, OR CITY APPROVED EQUIVALENT IN CABINET. CONTROLLER CONFIGURATION AND PROGRAMMING TO BE PERFORMED BY CITY.
2. EX. SERVICE PEDESTAL TO REMAIN.
3. SPLICE NEW LOOP WIRE TO EX. DLC IN PULL BOX.
4. INSTALL 4' X 4' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
5. INSTALL 3' X 3' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
6. EX. CCTV CAMERA TO REMAIN ON POLE.
7. EX. 2"C, 7 dlc.
8. EX. 2"C, 1 dlc.
9. EX. 2"C, 8 dlc. ADD 1 DLC.
10. INSTALL VISORS ON BICYCLE SIGNAL TO PREVENT VISIBILITY FROM SOUTHBOUND WASHINGTON BLVD.
11. ADJUST EX. PULL BOX TO NEW GRADE.
12. EX. 1½"C, 1 dlc.
13. EX. 1½"C, 6 dlc. ADD 1 DLC.
14. EX. 2"C, 2#8 (controller), 2#10 (ltg), 3#14 (peu). INSTALL 2#12 (IISNS).
15. EX. 2"C, 3#2 (service).
16. REROUTE AND RESPLICE EX. DLC TO EX. LOOP WIRES.
17. INSTALL 4-SECTION VEHICLE SIGNAL HEAD PER DETAIL ON THIS SHEET.
18. FURNISH AND INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT, CONTRACTOR TO COORDINATE WITH CITY AND VENDOR BEFORE INSTALLATION. SEE SPECIAL PROVISIONS FOR FURTHER DETAIL.
19. INSTALL BIKE RAIL SOUTH OF POLE PER "BPB AND BIKE RAIL PLACEMENT DETAIL" ON SHEET E-1, RAIL-LEFT INSTALLATION.
20. INSTALL BIKE RAIL NORTH OF POLE PER "BPB AND BIKE RAIL PLACEMENT DETAIL" ON SHEET E-1, RAIL-RIGHT INSTALLATION.



*NORTHBOUND AND WESTBOUND VEHICLE RIGHT-TURNS PROHIBITED (øA)

PHASE DIAGRAM

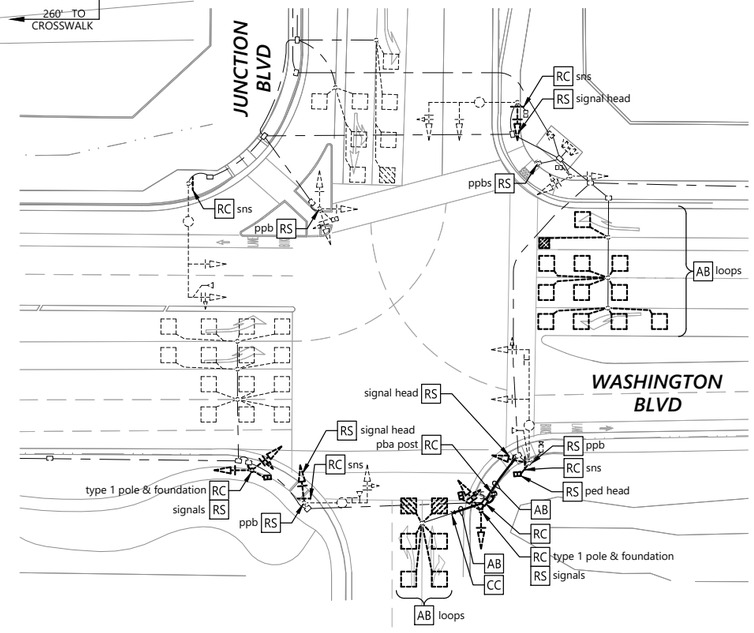
STEADY DEMAND SEQUENCE

EVUD-a = ø2 + ø5
EVUD-b = ø7
EVUD-c = ø1 + ø6
EVUD-d = ø8

EMERGENCY VEHICLE PREEMPTION

WASHINGTON BLVD. 45 MPH
JUNCTION BLVD. 40 MPH

POSTED SPEED



EQUIPMENT REMOVAL DETAIL

SCALE: 1"=30'
EQUIPMENT SHOWN IN BOLD IS TO BE REMOVED.

E-2

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL MODIFICATION
WASHINGTON BLVD / JUNCTION BLVD

41 OF 53

CADD FILE: 3431-Signals.dwg
Jul 27, 2020

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CAD USER: kbaumgartner

CONDUCTOR SCHEDULE

AWG OR CABLE	POLE/CIRCUIT		CONDUIT RUN 1	2	3	4 [2]	5	6 [2]	7	8	9	10	11
12 COND CABLE	(b)	ø5/ø6/ø6P/SPARE	1										
	(h)	ø1/ø6/SPARE	1							1		1	1
	(j)	ø8/øA/ø8P/SPARE	1										1
		TOTAL	3	0	0	0	0	0	0	1	0	1	2
9 COND CABLE	(c)	ø2/ø5/øA/ø8P/SPARE	2	2	2								
	(D)	ø7/ø8/øA/øB/ø2P/SPARE	2	2	2	2							
	(G)	ø1/ø2/ø7/øA/øB/ø2P/SPARE	2	2	2	2		2	2				
	(i)	ø6/ø7/ø8/ø6P/SPARE	2								2	2	2
	(f)	ø7/SPARE	1	1	1	1		1					
		TOTAL	9	7	7	5	0	3	2	0	2	2	2
3 COND CABLE	(a)	APS(ø6P)/APS(ø8P)	2										
	(c)	APS(ø8P)	1	1	1								
	(D)	BPB(øB)	1	1	1	1							
	(E)	APS(ø2P)	1	1	1	1	1						
	(f)	APS(ø2P)	1	1	1	1		1					
	(G)	BPB(øB)	1	1	1	1		1	1				
	(i)	APS(ø6P)	1								1	1	1
		TOTAL	8	5	5	4	1	2	1	0	1	1	1
NO. 14	PEU												(3)
NO. 12	IISNS			2	2	2		2		2		2	2
NO. 10	LUMINAIRES			(2)	(2)	(2)		(2)		(2)		(2)	(2)
NO. 8	CONTROLLER POWER		(2)										
DLC	ø1		(2)	(2)									
	ø2		1(4)	1(4)	1(4)	1(4)		1(4)					
	ø5		(4)	(4)	(4)	(4)		(4)					
	ø6		(6)	(6)									
	ø7		1(6)									1(6)	1(6)
	ø8		4	4	4	4	4						
		TOTAL	6(22)	5(16)	5(8)	5(8)	4	1(8)	0	0	0	1(6)	1(6)
EVP CABLE			1(3)	(2)	(2)	(1)		(1)		(1)		(1)	1(1)
PTZ CAMERA CABLE			(1)	(1)	(1)								
PTZ POWER CABLE			(1)	(1)	(1)								
WIFI COMM. CABLE			(1)	(1)	(1)								
VIDEO/RADAR DETECTION CABLE[1]			2							1		1	2
12-STRAND SMFO CABLE			1(1)										
CONDUIT SIZE			(2-3")	(2-3")	(3")	2-3"	3"	(2½")	3"	(2")	(2")	(2")	(2-3")
PERCENT FILL			55	34	59	22	6	44	11	18	24	57	17

GENERAL NOTES:
- EXISTING EQUIPMENT TO REMAIN IS SHOWN IN (PARENTHESIS). ALL OTHER EQUIPMENT IS **NEW** UNLESS OTHERWISE NOTED.
- EXISTING CONDUCTORS NOT SHOWN TO REMAIN SHALL BE REMOVED.

NOTES:
1. FURNISH AND INSTALL MOHAWK LAN-TRAK OSP CAT6 CABLE OR CITY-APPROVED EQUIVALENT. COIL 10 FEET OF SLACK AT TOP OF POLE.
2. CONDUCTORS SHOWN AS "EXISTING TO REMAIN" IN THESE CONDUITS ARE EX. CONDUCTORS TO BE REMOVED AND REROUTED BACK THROUGH CONDUIT.

EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HEIGHT	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNTING	PBA[1] ø	PBA[1] ARROW	IISNS[2]	SPECIAL REQUIREMENTS
(a)	(PBA POST)	(4')							ø6P ø8P	LEFT RIGHT		REMOVE EX. PPBs (ø6P) AND (ø8P) AND INSTALL NEW APS (ø6P) AND (ø8P).
(b)	(1-B)	(10')					(TV-2-T)	(SP-1-CS)				INSTALL R10-22 SIGN ON POLE.
(c)	(26-4-70)	(30')	(45')	(15')	(250W EQUIV.)	(MAS) (MAT)	**SV-2-TB**	**SP-1-CS**	**ø8P**	**RIGHT**	**Junction Blvd**	EX. EVUD-a AND EX. CCTV TO REMAIN ON POLE AND EX. R73-6(CA) SIGN TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. PED HEAD AND INSTALL NEW PED HEAD. REMOVE EX. PPB (ø8P) AND INSTALL NEW APS (ø8P). REMOVE EX. SIGNAL HEAD (ø2) FROM POLE. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1. REMOVE EX. SNS AND INSTALL IISNS.
(D)	**1-B**	**13'**					**SV-3-TB**	**SP-1-CS**	**øB(BIKE)**	**LEFT**		INSTALL R10-10b SIGN ON POLE. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN.
(E)	**PBA POST**	**4' 7"**							**ø2P**	**RIGHT**		
(f)	(24-3-70)	(30')	(25')	(15')	(250W EQUIV.)	(MAS-4C)			**ø2P**	**LEFT**	**Washington Blvd**	EX. EVUD-b AND EX. R73-8(CA) SIGN TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. PPB (ø2P) AND INSTALL NEW APS (ø2P). REMOVE EX. SNS AND INSTALL IISNS.
(G)	**1-B**	**13'**					**SV-4-TC**	**SP-1-CS**	**øB(BIKE)**	**RIGHT**		INSTALL R9-3, R9-3bP(L), R10-10b, AND R10-22 SIGNS ON POLE. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN.
(h)	(26-3-70)	(30')	(45')	(15')	(250W EQUIV.)	(MAS) (MAT)					**Junction Blvd**	EX. EVUD-c TO REMAIN ON SIGNAL HEAD. REMOVE EX. SNS AND INSTALL IISNS. INSTALL R73-2(CA) SIGN AND VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM.
(i)	(1-B)	(10')					(TV-3-T)	(SP-1-CS)	**ø6P**	**RIGHT**		REMOVE EX. PPB (ø6P) AND INSTALL NEW APS (ø6P). INSTALL R9-3, R9-3bP(R), AND R10-22 SIGNS ON POLE.
(j)	(24-3-70)	(30')	(35')	(15')	(250W EQUIV.)	(MAS) (MAT)	**SV-2-TB**	(SP-1-CS)			**Washington Blvd**	EX. PEU TO REMAIN ON POLE TOP. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1. REMOVE EX. SNS AND INSTALL IISNS. INSTALL EVUD-d, R73-3(CA) SIGN, AND VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM.

EXISTING EQUIPMENT TO REMAIN IS SHOWN IN PARENTHESIS. ALL OTHER EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

NOTES:
1. THE TWO øB(BIKE) BPBs SHALL BE POLARA BULLDOG III PUSH BUTTONS OR CITY-APPROVED EQUIVALENT WITH SIGNS PER "BPB SIGN DETAIL" ON SHEET E-1. ALL OTHER PBAs SHALL BE POLARA iN2 APS OR CITY-APPROVED EQUIVALENT.
2. FURNISH AND INSTALL DOUBLE-SIDED INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS), SUPPORT ARM, AND MOUNTING BRACKETS ON POLE AT 25'.
   ALL SIGN LETTERING PROOFS SHALL BE APPROVED BY THE CITY PRIOR TO ORDERING. IISNS SHALL HAVE RETROREFLECTIVE SHEETING (SIGN LEGEND AND BACKGROUND).

E-3

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL SCHEDULES
WASHINGTON BLVD / JUNCTION BLVD

CADD FILE: 3431-Signals.dwg
Jul 27, 2020
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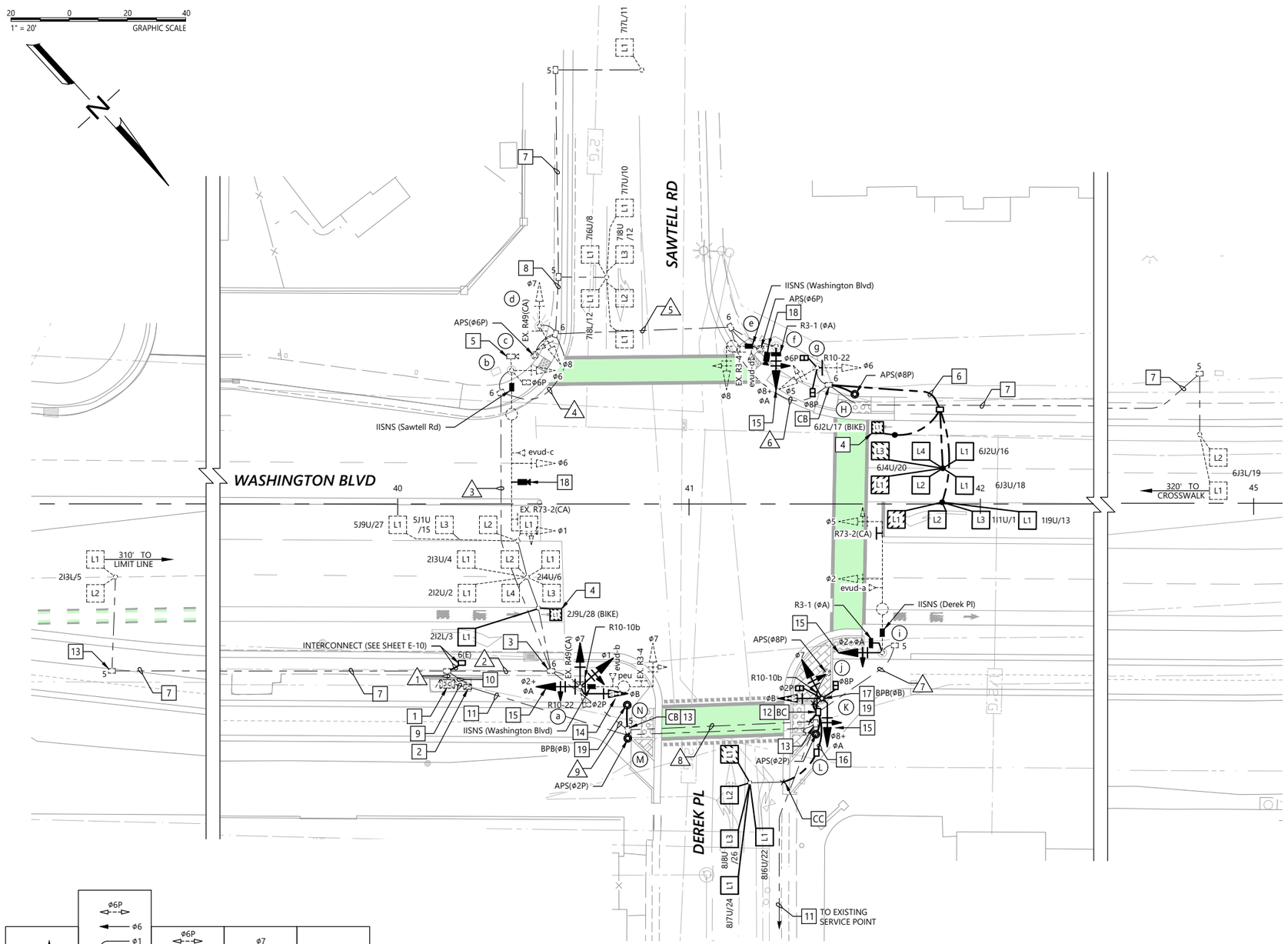
CAD USER: kbaumgartner

20 0 20 40
1" = 20'
GRAPHIC SCALE



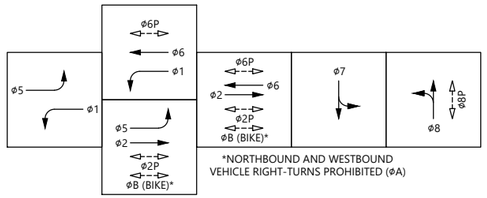
12" ø2|ø8 RED BALL
12" øA RED ARROW
12" ø2|ø8 YELLOW BALL
12" ø2|ø8 GREEN BALL

4-SECTION VEHICLE SIGNAL HEAD

NOT TO SCALE

PROJECT NOTES (THIS SHEET ONLY):

1. EX. 332 CABINET WITH 2070 CONTROLLER TO REMAIN. FURNISH AND INSTALL POLARA iNTELLIGENT CENTRAL CONTROL UNIT, MODEL NO. iCCU-B, OR CITY APPROVED EQUIVALENT IN CABINET. CONTROLLER CONFIGURATION AND PROGRAMMING TO BE PERFORMED BY CITY.
2. EX. SERVICE PEDESTAL TO REMAIN.
3. SPLICE NEW LOOP WIRE TO EX. DLC IN PULL BOX.
4. INSTALL 4' X 4' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
5. EX. CCTV CAMERA TO REMAIN ON POLE.
6. 3"C, 6 DLC.
7. EX. 2"C, 1 dlc.
8. EX. 2"C, 5 dlc.
9. EX. 2"C, 2#6 (controller).
10. EX. 2"C, 4#10 (ltg), AND 3#14 (peu). INSTALL 2#12 (IISNS).
11. EX. 2"C, 3#4 (service).
12. CONNECT AND EXTEND EXISTING CONDUITS (3 TOTAL) INTO NEW PULL BOX.
13. ADJUST EX. PULL BOX TO NEW GRADE.
14. INSTALL VISORS ON BICYCLE SIGNAL TO PREVENT VISIBILITY FROM SOUTHBOUND WASHINGTON BLVD.
15. INSTALL 4-SECTION SIGNAL HEAD PER DETAIL ON THIS SHEET.
16. 2"C, 3 DLC.
17. INSTALL 13' 1-B POLE ON EXISTING 1-B FOUNDATION.
18. FURNISH AND INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT, CONTRACTOR TO COORDINATE WITH CITY AND VENDOR BEFORE INSTALLATION. SEE SPECIAL PROVISIONS FOR FURTHER DETAIL.
19. INSTALL BIKE RAIL SOUTH OF POLE PER "BPB AND BIKE RAIL PLACEMENT DETAIL" ON SHEET E-1, RAIL-LEFT INSTALLATION.



*NORTHBOUND AND WESTBOUND VEHICLE RIGHT-TURNS PROHIBITED (øA)

PHASE DIAGRAM

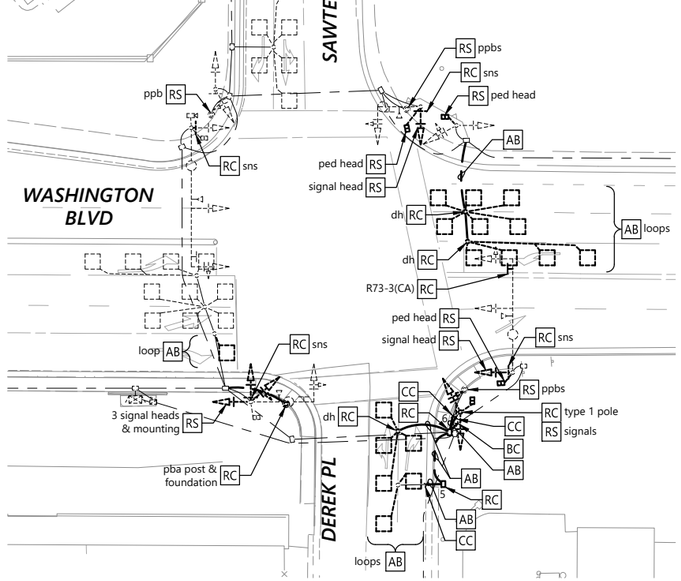
STEADY DEMAND SEQUENCE

EVUD-a = ø2 + ø5
EVUD-b = ø7
EVUD-c = ø1 + ø6
EVUD-d = ø8

EMERGENCY VEHICLE PREEMPTION

WASHINGTON BLVD.	45 MPH
DEREK PL.	25 MPH
SAWTELL RD.	25 MPH

POSTED SPEED



EQUIPMENT REMOVAL DETAIL

SCALE: 1"=30'
EQUIPMENT SHOWN IN BOLD IS TO BE REMOVED.

E-4

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

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DRAWN BY:	KB/DM
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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL MODIFICATION
WASHINGTON BLVD / SAWTELL RD / DEREK PL

43 OF 53

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CADD FILE: 3431-Signals.dwg
Jul 27, 2020

CAD USER: kbaumgartner

CONDUCTOR SCHEDULE

AWG OR CABLE	POLE/CIRCUIT	CONDUIT RUN 1	2	3	4	5	6	7[2]	8	9
12 COND CABLE	(a) ø1/ø2/ø7/øA/øB/ø2P/SPARE	2	2							
	(b) ø1/ø6/ø6P/SPARE	1	1	1						
	(d) ø7/ø8/SPARE	1	1	1	1					
	(i) ø2/ø5/øA/SPARE	1	1					1	1	1
	TOTAL	5	5	2	1	0	0	1	1	1
9 COND CABLE	(f) ø8/øA/SPARE	1	1	1	1	1				
	(g) ø5/ø6/ø6P/ø8P/SPARE	2	2	2	2	2	2			
	(K) ø7/ø8/øA/øB/ø2P/ø8P/SPARE	2	2						2	2
	TOTAL	5	5	3	3	3	2	0	2	2
3 COND CABLE	(c) APS(ø6P)	1	1	1	1					
	(e) APS(ø6P)	1	1	1	1	1				
	(H) APS(ø8P)	1	1	1	1	1	1			
	(j) APS(ø8P)	1	1						1	1
	(K) BPB(øB)	1	1						1	1
	(L) APS(ø2P)	1	1						1	1
	(M) APS(ø2P)	1	1							1
	(N) BPB(øB)	1	1							1
	TOTAL	8	8	3	3	2	1	0	3	5
NO. 14	PEU		(3)							
NO. 12	IISNS		2	2	2	2		2	2	2
NO. 10	PULLWIRE	(2)	(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
	LUMINAIRES		(4)	(2)	(2)	(2)		(2)	(2)	(2)
	TOTAL	(2)	(6)	(3)	(3)	(3)	(1)	(3)	(3)	(3)
DLC	ø1	2	2	2	2	2	2			
	ø2	1(5)	1(4)							
	ø5	(2)	(2)							
	ø6	4(1)	4(1)	4(1)	4(1)	4(1)	4(1)			
	ø7	(5)	(5)	(5)	(5)					
	ø8	3	3						3	3
	TOTAL	10(13)	10(12)	6(6)	6(6)	6(1)	6(1)	0	3	3
EVP CABLES		(4)	(4)	(2)	(1)	(1)		(1)	(1)	(1)
PTZ CAMERA CABLE		(1)	(1)	(1)						
PTZ POWER CABLE		(1)	(1)	(1)						
WIFI COMM. CABLE		(1)	(1)	(1)						
VIDEO/RADAR DETECTION CABLE[1]		2	2	2	1	1				
SMFO-12		1								
CONDUIT SIZE		(2-3")	(2-3")	(3")	(3")	(2½")	(2½")	(2")	(2½")	(2½")
PERCENT FILL		48	48	49	39	42	28	18	39	44

GENERAL NOTES:
- EXISTING EQUIPMENT TO REMAIN IS SHOWN IN (PARENTHESIS). ALL OTHER EQUIPMENT IS **NEW** UNLESS OTHERWISE NOTED.
- EXISTING CONDUCTORS NOT SHOWN TO REMAIN SHALL BE REMOVED.

NOTES:
1. FURNISH AND INSTALL MOHAWK LAN-TRAK OSP CAT6 CABLES OR CITY-APPROVED EQUIVALENT. COIL 10 FEET OF SLACK AT TOP OF POLE.
2. CONDUCTORS SHOWN AS "EXISTING TO REMAIN" IN THIS CONDUIT ARE EX. CONDUCTORS TO BE REMOVED AND REROUTED BACK THROUGH CONDUIT.

EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HEIGHT	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNTING	PBA[1] ø	PBA[1] ARROW	IISNS[2]	SPECIAL REQUIREMENTS
(a)	(19-4-70)	(30')	(25')	(15')	(250W EQUIV.)	(MAS-4C)	**SV-4-TC**	(SP-1-CS)			**Washington Blvd**	EX. PEU TO REMAIN ON POLE TOP. EX. R49(CA) SIGN TO REMAIN ON POLE AND EX. EVUD-b AND EX. R3-4 SIGN TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. SNS AND INSTALL IISNS. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN. INSTALL R10-10b AND R10-22 SIGNS ON POLE.
(b)	(29-5-70)	(30')	(55')	(15')	(250W EQUIV.)	(MAS) (MAT)	(SV-1-T)	(SP-1-CS)			**Sawtell Rd**	EX. CCTV TO REMAIN ON POLE AND EX. EVUD-c AND EX. R73-2(CA) SIGN TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. SNS AND INSTALL IISNS. INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM.
(c)	(PBA POST)	(4')							**ø6P**	**RIGHT**		REMOVE EX. PPB (ø6P) AND INSTALL NEW APS (ø6P).
(d)	(1-B)	(10')					(TV-2-T)					EX. R49(CA) SIGN TO REMAIN ON POLE.
(e)	(PBA POST)	(4')							**ø6P**	**LEFT**		REMOVE EX. PPBs (ø6P) AND (ø8P) AND INSTALL NEW APS (ø6P).
(f)	(17-3-70)	(30')	(15')	(15')	(250W EQUIV.)	(MAS-4C)	**SV-2-TB**				**Washington Blvd**	EX. EVUD-d AND EX. R3-4 SIGN TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. SIGNAL HEAD (ø8) AND EX. PED HEAD FROM POLE. REMOVE EX. SNS AND INSTALL IISNS. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1. INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM.
(g)	(1-B)	(10')					(TV-2-T)	**SP-2-CS**				INSTALL R10-22 SIGN ON POLE.
(H)	**PBA POST**	**4' 7"**							**ø8P**	**RIGHT**		
(i)	(26-4-70)	(30')	(45')	(15')	(250W EQUIV.)	(MAS) (MAT)	**SV-2-TB**				**Derek Pl**	REMOVE EX. SIGNAL HEAD (ø8) AND EX. PED HEAD FROM POLE. REMOVE EX. SNS AND INSTALL IISNS. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1. REMOVE EX. R73-3(CA) SIGN AND INSTALL R73-2(CA) SIGN ON SIGNAL MAST ARM.
(j)	(PBA POST)	(4')							**ø8P**	**RIGHT**		REMOVE EX. PPBs (ø2P) AND (ø8P) AND INSTALL NEW APS (ø8P).
(K)	**1-B**	**13'**					**SV-3-TB**	**SP-2-CS**	**øB(BIKE)**	**LEFT**		INSTALL 13' 1-B POLE ON EXISTING 1-B FOUNDATION. INSTALL R10-10b SIGN ON POLE. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN.
(L)	**PBA POST**	**4' 7"**							**ø2P**	**RIGHT**		
(M)	**PBA POST**	**4' 7"**							**ø2P**	**LEFT**		
(N)	**PBA POST**	**5' 7"**							**øB(BIKE)**	**RIGHT**		

EXISTING EQUIPMENT TO REMAIN IS SHOWN IN PARENTHESIS. ALL OTHER EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

NOTES:
1. THE TWO øB(BIKE) BPBs SHALL BE POLARA BULLDOG III PUSH BUTTONS OR CITY-APPROVED EQUIVALENT WITH SIGNS PER "BPB SIGN DETAIL" ON SHEET E-1. ALL OTHER PBAs SHALL BE POLARA iN2 APS OR CITY-APPROVED EQUIVALENT.
2. FURNISH AND INSTALL DOUBLE-SIDED INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS), SUPPORT ARM, AND MOUNTING BRACKETS ON POLE AT 25'.
   ALL SIGN LETTERING PROOFS SHALL BE APPROVED BY THE CITY PRIOR TO ORDERING. IISNS SHALL HAVE RETROREFLECTIVE SHEETING (SIGN LEGEND AND BACKGROUND).

E-5

CADD FILE: 3431-Signals.dwg
Jul 27, 2020

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

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1013 Galleria Boulevard Suite 255 Roseville, CA 95678 (916) 773-1900

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ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TRAFFIC SIGNAL SCHEDULES
WASHINGTON BLVD / SAWTELL RD / DEREK PL

44 OF 53

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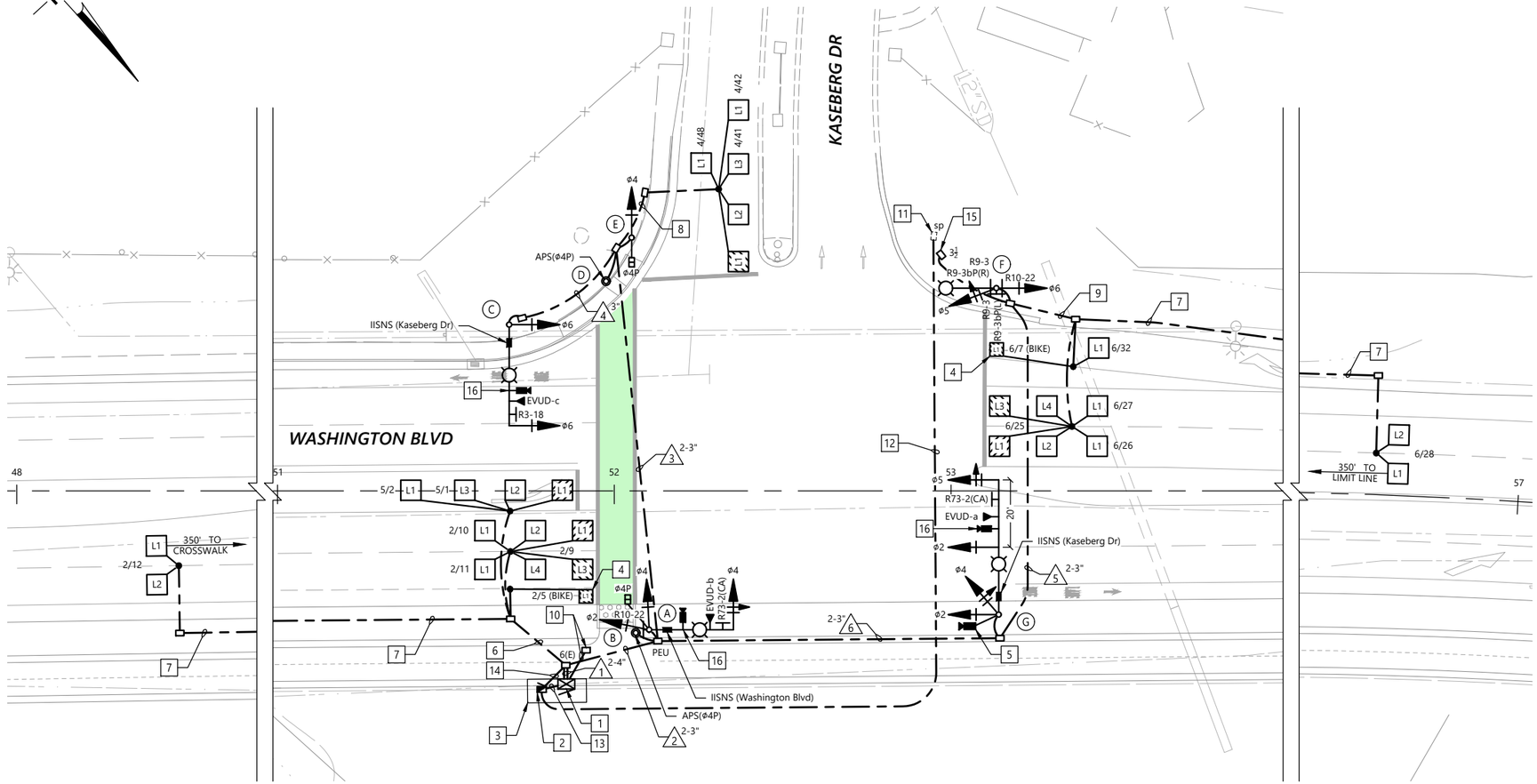
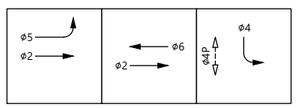
CAD USER: kbaumgartner

20 0 20 40
1" = 20'
GRAPHIC SCALE



PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL CITY-FURNISHED MODEL 2070L CONTROLLER ASSEMBLY AND COMMUNICATION HUB IN CITY-FURNISHED NEMA TYPE P CABINET. FURNISH AND INSTALL POLARA iNTELLIGENT CENTRAL CONTROL UNIT, MODEL NO. iCCU-B, OR CITY APPROVED EQUIVALENT IN CABINET. FURNISH AND INSTALL EVP PHASE SELECTOR IN CABINET.
2. INSTALL CITY-FURNISHED TESCO 27-22 SERVICE EQUIPMENT ENCLOSURE WITH BATTERY BACKUP SYSTEM OR APPROVED EQUIVALENT.
3. CONSTRUCT 17.5'x7' PCC PAD FOR CONTROLLER AND SERVICE CABINET PER CITY OF ROSEVILLE DETAIL TS-5.
4. INSTALL 4' X 4' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
5. INSTALL CCTV CAMERA ON POLE PER CITY OF ROSEVILLE DETAIL TS-24.
6. 3"C, 7 DLC.
7. 2"C, 1 DLC.
8. 2"C, 3 DLC.
9. 3"C, 6 DLC.
10. SEE SHEET E-11 FOR TRAFFIC SIGNAL INTERCONNECT DETAILS.
11. INSTALL CONDUIT INTO ROSEVILLE ELECTRIC SERVICE POINT (LOCATION PER STREET LIGTHING PLAN SHEET). CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WITH ROSEVILLE ELECTRIC. ROSEVILLE ELECTRIC FORCES TO PERFORM ELECTRICAL CONNECTION.
12. 3"C, 3#2 (120/240V SERVICE).
13. 2"C, 3#6 (CONTROLLER).
14. 2"C, 2#10 (LIGHTING), 2#12 (IISNS), 3#14 (PEU).
15. PLACE TEMPORARY PULL BOX IN LOCATION OF FUTURE PBA POST AND INSTALL 2"C FOR FUTURE PBA POST FOUNDATION.
16. FURNISH AND INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT, CONTRACTOR TO COORDINATE WITH CITY AND VENDOR BEFORE INSTALLATION. SEE SPECIAL PROVISIONS FOR FURTHER DETAIL.



PHASE DIAGRAM
STEADY DEMAND SEQUENCE

EVUD-a = ø2 + ø5
EVUD-b = ø4
EVUD-c = ø6

EMERGENCY VEHICLE PREEMPTION

WASHINGTON BLVD. 45 MPH
KASEBERG DR. 25 MPH

POSTED SPEED

E-6

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK, TOP IN CONCRETE, NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL MODIFICATION
WASHINGTON BLVD / KASEBERG DR

45 OF 53

CADD FILE: 3431-Signals.dwg
Jul 27, 2020

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CAD USER: kbaumgartner

CONDUCTOR SCHEDULE

AWG OR CABLE	POLE/CIRCUIT		CONDUIT RUN 1	2	3	4	5	6
12 COND CABLE	(A)	ø2/ø4/ø4P/SPARE	1	1				
	(C)	ø6/SPARE	1	1	1	1		
	(E)	ø4/ø4P/SPARE	1	1	1			
	(F)	ø5/ø6/SPARE	1				1	1
	(G)	ø2/ø4/ø5/SPARE	2				2	2
		TOTAL	6	3	2	1	3	3
3 COND CABLE	(B)	APS(ø4P)	1	1				
	(D)	APS(ø4P)	1	1	1			
		TOTAL	2	2	1	0	0	0
NO. 14	PEU			3				
NO. 12	IISNS			2	2	2		2
NO. 10	LUMINAIRES			2	2	2	2	2
DLC	ø2		5					
	ø4		3	3	3			
	ø5		2					
	ø6		6				6	6
	TOTAL		16	3	3	0	6	6
EVP CABLES			3	3	1	1		1
PTZ CAMERA CABLE[1]			1	1				1
PTZ POWER CABLE[2]			1	1				1
VIDEO/RADAR DETECTION CABLE[1]			3	3	1	1		1
CONDUIT SIZE			2-4"	2-3"	2-3"	3"	2-3"	2-3"
PERCENT FILL			17	16	18	4	11	13

GENEARL NOTES:
- ALL EQUIPMENT IS NEW.

NOTES:
1. FURNISH AND INSTALL MOHAWK LAN-TRAK OSP CAT6 CABLES OR CITY-APPROVED EQUIVALENT. COIL 10 FEET OF SLACK AT TOP OF POLE.
2. FURNISH AND INSTALL IMSA-14-3/20-1-STR 600V POWER CABLE, COLOR CODE 3/C (BELDEN PN 601195 OR CITY-APPROVED EQUIVALENT). COIL 10 FEET OF SLACK AT TOP OF POLE.

EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HEIGHT	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LED LUMINAIRE[1] WATTAGE	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNTING	PBA[2] ø	PBA[2] ARROW	IISNS[3]	SPECIAL REQUIREMENTS
(A)	19-3-100	30'	25'	15'	250W EQUIV.	MAS-4B	SV-2-TB	SP-1-CS			Washington Blvd	INSTALL PEU ON POLE TOP. INSTALL R10-22 SIGN ON POLE. INSTALL EVUD-b, R73-2(CA) SIGN, AND VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM. INSTALL IISNS.
(B)	PBA POST	4' 7"							ø4P	LEFT		
(C)	19-3-100	30'	30'	15'	250W EQUIV.	MAS	SV-1-T				Kaseberg Dr	INSTALL EVUD-c, R3-18 SIGN, AND VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM. INSTALL IISNS.
(D)	PBA POST	4' 7"							ø4P	LEFT		
(E)	1-B	10'					TV-1-T	SP-1-CS				
(F)	15TS	30'		15'	250W EQUIV.		SV-2-TA					INSTALL R9-3, R9-3bP(L), R9-3, R9-3bP(R), AND R10-22 SIGNS ON POLE.
(G)	26-4-100	30'	40'	15'	250W EQUIV.	MAS MAT	SV-2-TD				Kaseberg Dr	INSTALL CCTV CAMERA ON POLE. INSTALL EVUD-a, R73-2(CA) SIGN, AND VIDEO/RADAR VEHICLE DETECTION UNIT ON SIGNAL MAST ARM. INSTALL IISNS.

ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

NOTES:
1. ALL LUMINAIRES SHALL BE LEOTEK GC1-60F-MV-NW-3-GY-530 LED OR CITY-APPROVED EQUIVALENT.
2. ALL PBAs SHALL BE POLOARA iN2 APS OR CITY-APPROVED EQUIVALENT.
3. FURNISH AND INSTALL DOUBLE-SIDED INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS), SUPPORT ARM, AND MOUNTING BRACKETS ON POLE AT 25'. ALL SIGN LETTERING PROOFS SHALL BE APPROVED BY THE CITY PRIOR TO ORDERING. IISNS SHALL HAVE RETROREFLECTIVE SHEETING (SIGN LEGEND AND BACKGROUND).

E-7

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

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ROSEVILLE, CA 95678
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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL SCHEDULES
WASHINGTON BLVD / KASEBERG DR

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Jul 27, 2020
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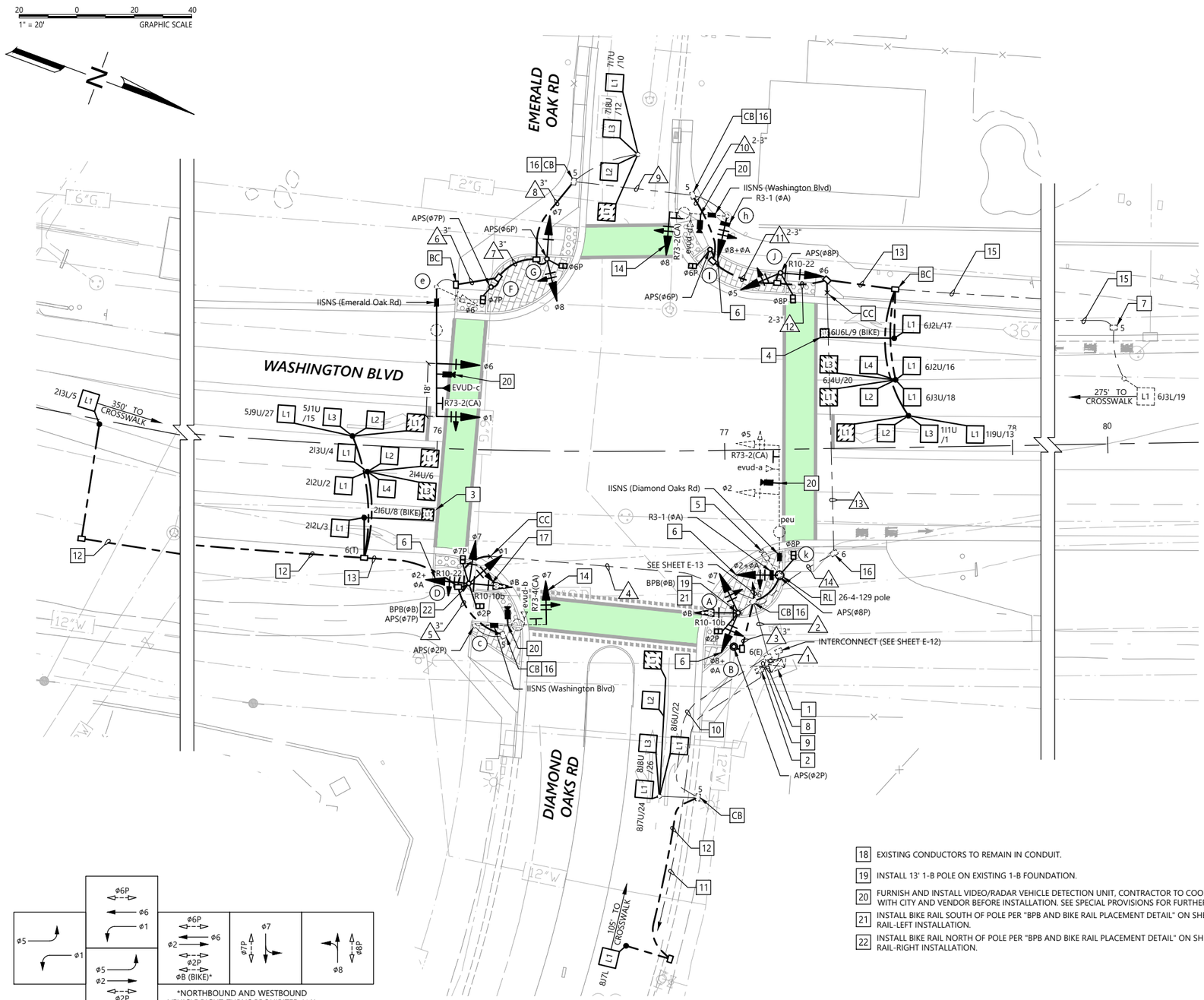
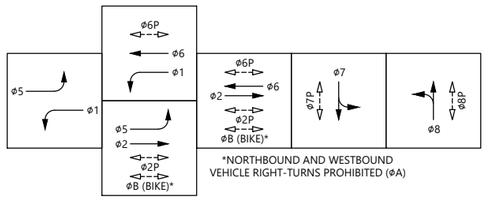




*NORTHBOUND AND WESTBOUND VEHICLE RIGHT-TURNS PROHIBITED (øA)

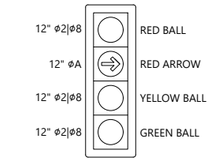
PHASE DIAGRAM
STEADY DEMAND SEQUENCE

EVUD-a = ø2 + ø5
EVUD-b = ø7
EVUD-c = ø1 + ø6
EVUD-d = ø8

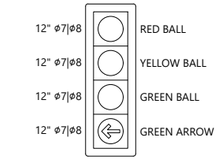
EMERGENCY VEHICLE PREEMPTION

WASHINGTON BLVD.	45 MPH
DIAMOND OAKS RD.	25 MPH
EMERALD OAK RD.	25 MPH

POSTED SPEED



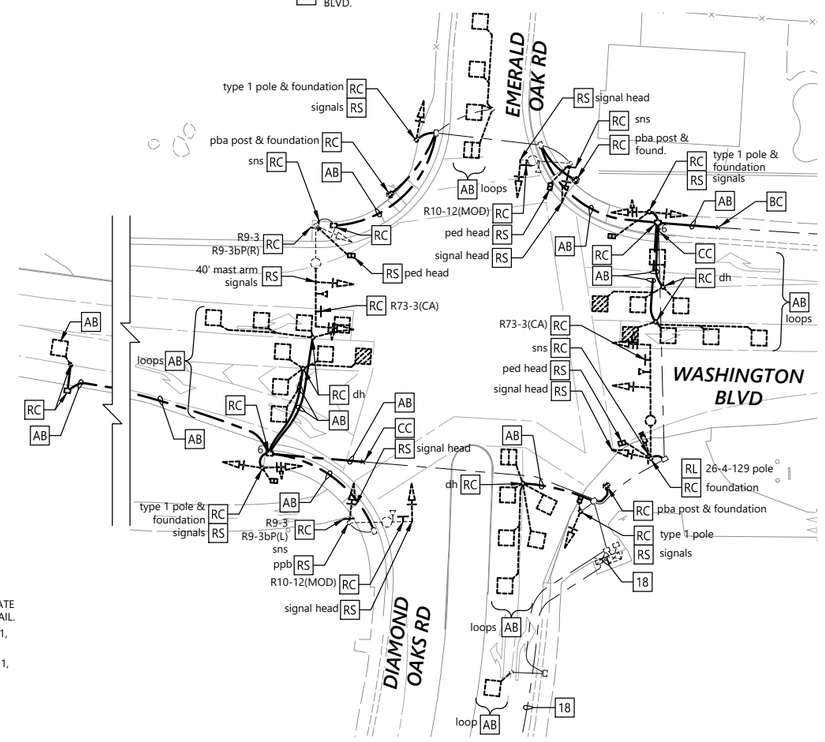
4-SECTION VEHICLE SIGNAL HEAD
NOT TO SCALE



THROUGH/LEFT-TURN VEHICLE SIGNAL HEAD
NOT TO SCALE

PROJECT NOTES (THIS SHEET ONLY):

1. FURNISH AND INSTALL NEW MODEL 2070 CONTROLLER IN EX. MODEL 332 CABINET. FURNISH AND INSTALL POLARA iNTELLIGENT CENTRAL CONTROL UNIT, MODEL NO. iCCU-C, OR CITY APPROVED EQUIVALENT IN CABINET.
2. EX. SERVICE PEDESTAL TO REMAIN. ADD TWO NEW 120V, 15A, 1P CIRCUIT BREAKERS LABELLED "TUNNEL Ltg" AND "TUNNEL CAMERAS".
3. INSTALL 4' X 4' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
4. INSTALL 3' X 3' BICYCLE DETECTOR LOOP PER DETAIL ON SHEET E-1.
5. EX. CCTV CAMERA TO REMAIN ON POLE.
6. INSTALL 4-SECTION SIGNAL HEAD PER DETAIL ON THIS SHEET.
7. SPLICE EX. LOOP WIRES TO NEW DLC.
8. EX. 2°C, 2#6 (controller).
9. EX. 2°C. REMOVE EX. conductors. INSTALL 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL Ltg), 2#8 (TUNNEL CAMERAS), 3#14(PEU), AND 1#8 G.
10. EX. 2°C. REMOVE EX. conductors. INSTALL 4 DLC.
11. EX. 2°C, 3#2 (service). TO EX. SERVICE POINT.
12. 2°C, 1 DLC.
13. 3°C, 8 DLC.
14. INSTALL 4-SECTION THROUGH/LEFT-TURN SIGNAL HEAD PER DETAIL ON THIS SHEET.
15. EX. 2°C. REMOVE EX. conductors. INSTALL 1 DLC.
16. ADJUST EX. PULL BOX TO NEW GRADE.
17. INSTALL VISORS ON BICYCLE SIGNAL TO PREVENT VISIBILITY FROM SOUTHBOUND WASHINGTON BLVD.
18. EXISTING CONDUCTORS TO REMAIN IN CONDUIT.
19. INSTALL 13' 1-B POLE ON EXISTING 1-B FOUNDATION.
20. FURNISH AND INSTALL VIDEO/RADAR VEHICLE DETECTION UNIT, CONTRACTOR TO COORDINATE WITH CITY AND VENDOR BEFORE INSTALLATION. SEE SPECIAL PROVISIONS FOR FURTHER DETAIL.
21. INSTALL BIKE RAIL SOUTH OF POLE PER "BPB AND BIKE RAIL PLACEMENT DETAIL" ON SHEET E-1, RAIL-LEFT INSTALLATION.
22. INSTALL BIKE RAIL NORTH OF POLE PER "BPB AND BIKE RAIL PLACEMENT DETAIL" ON SHEET E-1, RAIL-RIGHT INSTALLATION.



EQUIPMENT REMOVAL DETAIL
SCALE: 1"=30'
EQUIPMENT SHOWN IN BOLD IS TO BE REMOVED.
REMOVE ALL CONDUCTORS UNLESS OTHERWISE NOTED.
REINSTALL CONDUCTORS AS NOTED IN THE CONDUCTOR SCHEDULE ON SHEET E-9.

E-8

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TRAFFIC SIGNAL INSTALLATION
WASHINGTON BLVD / DIAMOND OAKS RD / EMERALD OAK RD

47 OF 53

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CAD USER: kbaumgartner
CADD FILE: 3431-Signals.dwg
Jul 27, 2020

CAD USER: kbaumgartner

CONDUCTOR SCHEDULE

AWG OR CABLE		POLE/CIRCUIT	CONDUIT RUN 1	2	3	4	5	6	7	8	9	10	11	12	13	14
12 COND CABLE	A	ø7/ø8/øA/øB/ø2P/SPARE	2	2												
	c	ø7/SPARE	1	1		1	1									
	D	ø1/ø2/ø7/øA/øB/ø7P/ø2P/SPARE	2	2		2										
	e	ø1/ø6/SPARE	1	1				1	1	1	1	1	1	1	1	1
	F	ø7P/SPARE	1	1					1	1	1	1	1	1	1	1
	G	ø7/ø8/ø6P/SPARE	1	1						1	1	1	1	1	1	1
	h	ø8/øA/SPARE	1	1								1	1	1	1	1
	I	ø6P/SPARE	1	1									1	1	1	1
	J	ø5/ø6/ø8P/SPARE	1	1										1	1	1
	k	ø2/ø5/øA/ø8P/SPARE	2	2												
		TOTAL	13	13	0	3	1	1	2	3	3	4	5	6	6	6
3 COND CABLE	A	BPB(øB)	1	1												
	B	APS(ø2P)	1	1	1											
	c	APS(ø2P)	1	1		1	1									
	D	BPB(øB)/APS(ø7P)	2	2		2										
	F	APS(ø7P)	1	1					1	1	1	1	1	1	1	1
	G	APS(ø6P)	1	1						1	1	1	1	1	1	1
	I	APS(ø6P)	1	1									1	1	1	1
	J	APS(ø8P)	1	1										1	1	1
	k	APS(ø8P)	1	1												
		TOTAL	10	10	1	3	1	0	1	2	2	2	3	4	4	4
NO. 14		PEU		3												
NO. 8		Ltg, TRAIL Ltg, AND IISNS		2		2	2	2	2	2	2	2	2	2	2	2
		TUNNEL Ltg		2												
		TUNNEL CAMERAS		2												
		TOTAL	0	6	0	2	2	2	2	2	2	2	2	2	2	2
DLC		ø1	2	2											2	2
		ø2	6	6		6										
		ø5	2	2		2										
		ø6	6	6											6	6
		ø7	2	2							2	2	2	2	2	2
		ø8	4													
		TOTAL	22	18	0	8	0	0	0	0	2	2	2	2	10	10
EVP CABLES			4	4		1	1	1	1	1	1	2	2	2	2	3
PTZ CAMERA CABLE			(1)	(1)												
PTZ POWER CABLE			(1)	(1)												
VIDEO/RADAR DETECTION CABLE[1]			4	4		1	1	1	1	1	1	2	2	2	2	2
CONDUIT SIZE			(2-4")	(2-4")	3"	(3")	3"	3"	3"	3"	(3")	2-3"	2-3"	2-3"	(2-3")	(2-3")
PERCENT FILL			33	34	2	32	10	8	15	22	24	16	19	22	26	27

GENERAL NOTES:
- ALL EXISTING CONDUCTORS ARE TO BE REMOVED FROM EXISTING CONDUITS.
- EXISTING CONDUIT TO REMAIN IS SHOWN IN (PARENTHESIS). ALL OTHER EQUIPMENT IS **NEW** UNLESS OTHERWISE NOTED.

NOTES:
1. FURNISH AND INSTALL MOHAWK LAN-TRAK OSP CAT6 CABLES OR CITY-APPROVED EQUIVALENT. COIL 10 FEET OF SLACK AT TOP OF POLE.

EQUIPMENT SCHEDULE

POLE	STANDARD TYPE	HEIGHT	SIGNAL MAST ARM	LUMINAIRE MAST ARM	LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNTING	PBA[1] ø	PBA[1] ARROW	IISNS[2]	SPECIAL REQUIREMENTS
A	**1-B**	**13'**					**SV-3-TC**	**SP-1-CS**	**ø8(BIKE)**	**LEFT**		INSTALL 13' 1-B POLE ON EXISTING 1-B FOUNDATION. INSTALL R10-10b SIGN ON POLE. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN.
B	**PBA POST**	**4' 7"**							**ø2P**	**RIGHT**		
c	(24-4-129)	(30')	(25')	(15')	(250W EQUIV.)	**MAS-4B**			**ø2P**	**LEFT**	**Washington Blvd**	EX. EVUD-b TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. R10-12(MOD) SIGN AND INSTALL R73-4(CA) SIGN ON SIGNAL MAST ARM. REMOVE EX. R9-3 AND EX. R9-3bP(L) SIGNS. REMOVE EX. SNS AND INSTALL IISNS. REMOVE EX. PPB (ø2P) AND INSTALL NEW APS (ø2P). REMOVE EX. SIGNAL HEAD (ø7) FROM POLE. REMOVE EX. SIGNAL HEAD (ø7) FROM SIGNAL MAST ARM.
D	**1-B**	**13'**					**SV-4-TC**	**SP-2-CS**	**ø8(BIKE) ø7P**	**RIGHT LEFT**		INSTALL R10-10b AND R10-22 SIGNS ON POLE. INSTALL 4-SECTION SIGNAL HEAD AND BICYCLE SIGNAL AS SHOWN.
e	(26-4-129)	(30')	45'	(15')	(250W EQUIV.)	**MAS MAT**	(SV-1-T)				**Emerald Oak Dr**	REMOVE EX. 40' SIGNAL MAST ARM AND INSTALL NEW 45' SIGNAL MAST ARM. REMOVE EX. PED HEAD. REMOVE EX. R9-3 AND EX. R9-3bP SIGNS. REMOVE EX. SNS AND INSTALL IISNS. INSTALL EVUD-c AND R73-2(CA) SIGN ON SIGNAL MAST ARM.
F	**1-B**	**7'**						**TP-1-T**	**ø7P**	**RIGHT**		
G	**1-B**	**10'**					**TV-2-T**	**SP-1-CS**	**ø6P**	**LEFT**		
h	(17-3-129)	(30')	(20')	(15')	(250W EQUIV.)	**MAS-4B**	**SV-2-TB**				**Washington Blvd**	EX. EVUD-d TO REMAIN ON SIGNAL MAST ARM. REMOVE EX. R10-12(MOD) SIGN AND INSTALL R73-2(CA) SIGN ON SIGNAL MAST ARM. REMOVE EX. PED HEAD AND EX. SIGNAL HEAD (ø8) FROM POLE. REMOVE EX. SNS AND INSTALL IISNS. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1. REMOVE EX. SIGNAL HEAD (ø8) FROM SIGNAL MAST ARM.
I	**1-B**	**7'**						**TP-1-T**	**ø6P**	**RIGHT**		
J	**1-B**	**10'**					**TV-2-T**	**SP-1-CS**	**ø8P**	**LEFT**		INSTALL R10-22 SIGN ON POLE.
k	(26-4-129) **[RELOCATE]**	(30')	(45')	(15')	(250W EQUIV.)	(MAS) (MAT)	**SV-2-TB**	**SP-1-CS**	**ø8P**	**RIGHT**	**Diamond Oaks Rd**	RELOCATE EX. POLE TO NEW FOUNDATION. EX. EVUD-a TO REMAIN ON SIGNAL MAST ARM, EX. PEU TO REMAIN ON POLE TOP, AND EXISTING CCTV CAMERA TO REMAIN ON POLE. REMOVE EX. R73-3(CA) SIGN AND INSTALL R73-2(CA) SIGN ON SIGNAL MAST ARM. REMOVE EX. PED HEAD AND INSTALL NEW PED HEAD. REMOVE EX. SIGNAL HEAD (ø2) FROM POLE. REMOVE EX. SNS AND INSTALL IISNS. INSTALL 4-SECTION SIGNAL HEAD AND R3-1 ABO SIGN PER 'ABO MOUNTING DETAIL' ON SHEET E-1.

EXISTING EQUIPMENT TO REMAIN IS SHOWN IN PARENTHESIS. ALL OTHER EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

NOTES:
1. THE TWO øB(BIKE) BPBs SHALL BE POLARA BULLDOG III PUSH BUTTONS OR CITY-APPROVED EQUIVALENT WITH SIGNS PER "BPB SIGN DETAIL" ON SHEET E-1. ALL OTHER PBAs SHALL BE POLARA iN2 APS OR CITY-APPROVED EQUIVALENT.
2. FURNISH AND INSTALL DOUBLE-SIDED INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS), SUPPORT ARM, AND MOUNTING BRACKETS ON POLE AT 25'.
   ALL SIGN LETTERING PROOFS SHALL BE APPROVED BY THE CITY PRIOR TO ORDERING. IISNS SHALL HAVE RETROREFLECTIVE SHEETING (SIGN LEGEND AND BACKGROUND).

CADD FILE: 3431-Signals.dwg
Jul 27, 2020

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
DATE:	07/27/2020
PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER DANIEL LEE MURPHY No. 90527 Exp. 12-31-21 CIVIL STATE OF CALIFORNIA

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL SCHEDULES
WASHINGTON BLVD / DIAMOND OAKS RD / EMERALD OAK RD

48 OF 53

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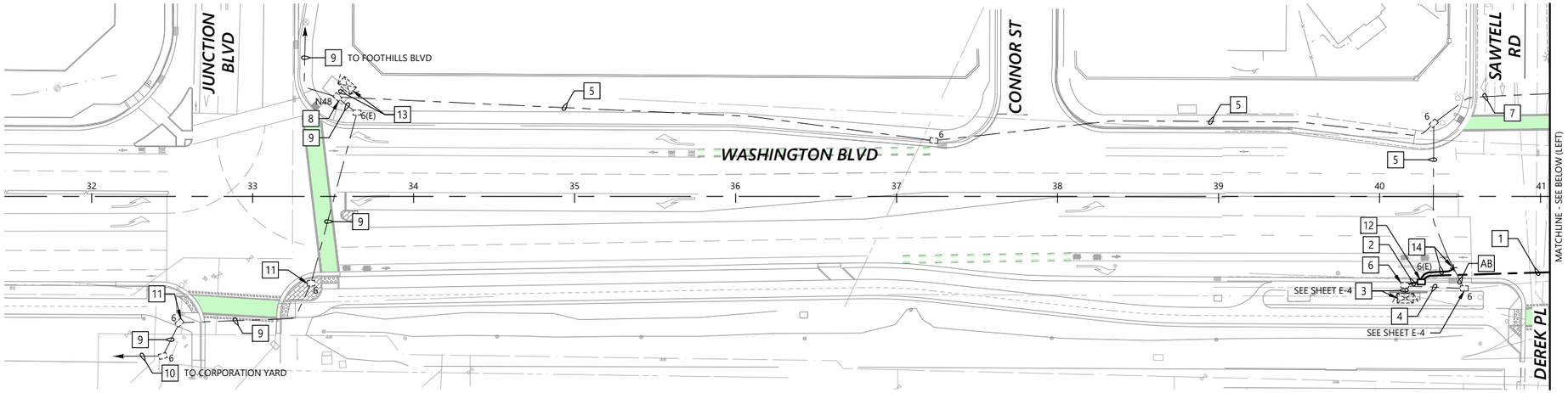
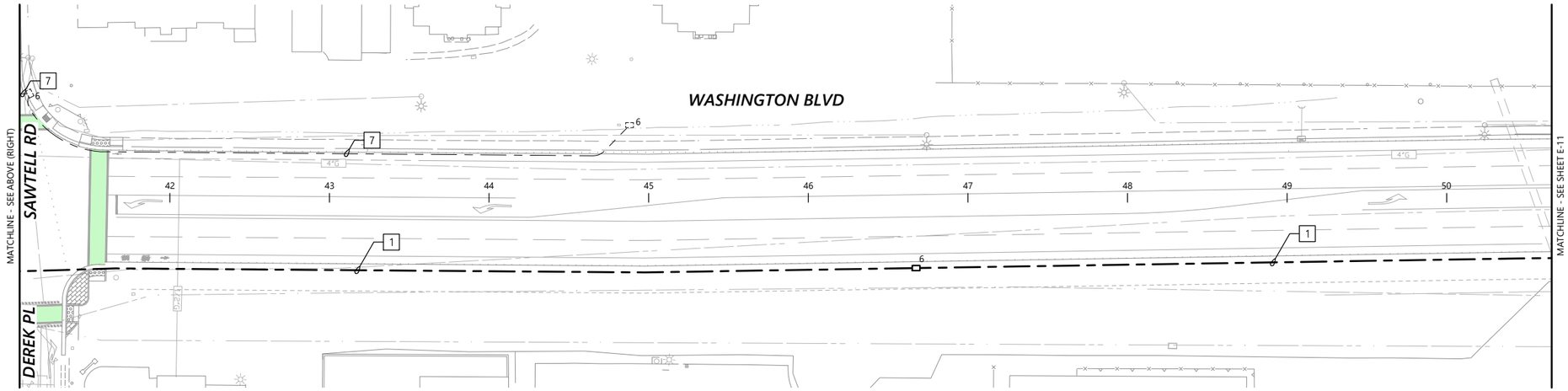
CAD USER: kbaumgartner

PROJECT NOTES (THIS SHEET ONLY):

1. 2-3"C, 1 SMFO-72, 2 DLC (LOCATOR, 1 EA. CONDUIT).
2. 3"C, 1 SMFO-12, 1 DLC (LOCATOR).
3. INSTALL 1 12-STRAND SMFO AND TERMINATE IN CABINET WITH FUSE CONNECT IN NEW PATCH PANEL.
4. EX. 2-3"C WITH signal conductors AND 1 sic. REMOVE sic.
5. EX. 2"C, 1 sic. REMOVE sic. INSTALL 1 SMFO-72 AND 1 DLC (LOCATOR).
6. INSTALL 3"C INTO EX. TRAFFIC SIGNAL HOME RUN PULL BOX. SEE SHEET E-4.
7. EX. 2"C, MT (FUTURE SIC).
8. EX. SPLICE ENCLOSURE IN N48 PULL BOX. SPLICE SMFO-72 IN EX. ENCLOSURE PER FIBER SPLICE DETAIL 'A' ON THIS SHEET.
9. EX. 3"C, 1 smfo-144, 1 smfo-12, AND 1 pt.
10. EX. 2"C, 1 smfo-144, 1 smfo-12, AND 1 pt.
11. ADJUST EX. PULL BOX TO NEW GRADE.
12. INSTALL NEW SPLICE ENCLOSURE IN 6(E) PULL BOX. SPLICE 2 SMFO-72 AND 1 SMFO-12 IN ENCLOSURE PER CITY OF ROSEVILLE STANDARD DETAIL TS-26 (TYPE 1 FIBER SPLICE).
13. EX. 2-3"C, WITH signal conductors, 1 smfo-12, AND 1 sic. REMOVE sic.
14. INTERCEPT EX. 2"C AND EXTEND INTO NEW PULL BOX.

40 0 40 80
1" = 40'
GRAPHIC SCALE





E-10

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
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PROJECT NO:	RS16-3431

BY: 07/27/2020
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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL INTERCONNECT
WASHINGTON BLVD STA 31.5 TO STA 50.7

49 OF 53

CADD FILE: 3431-Interconnect.dwg
Jul 27, 2020

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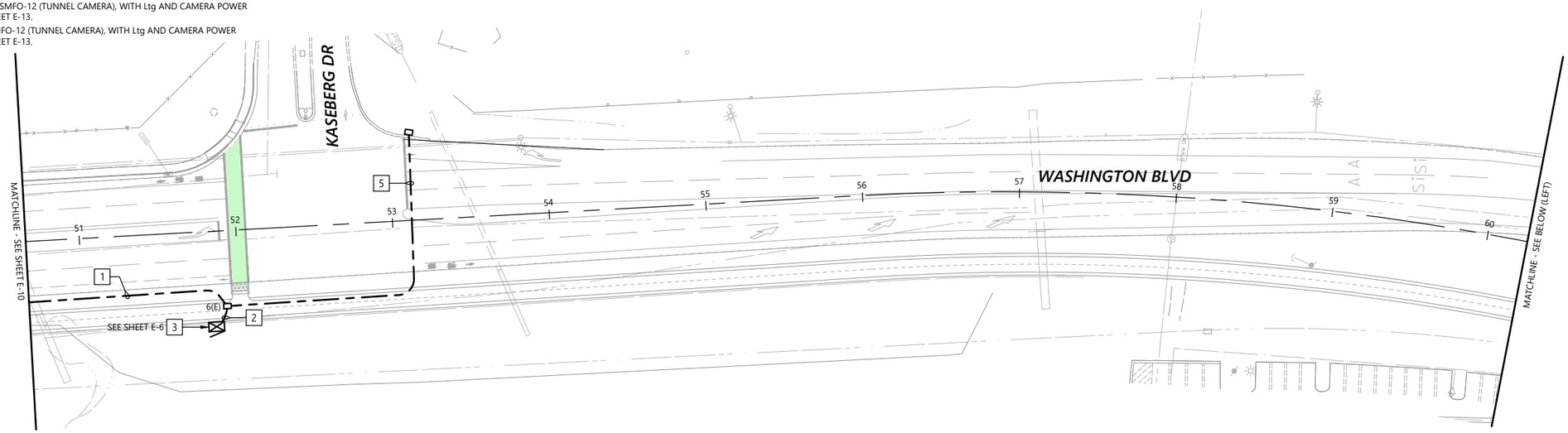
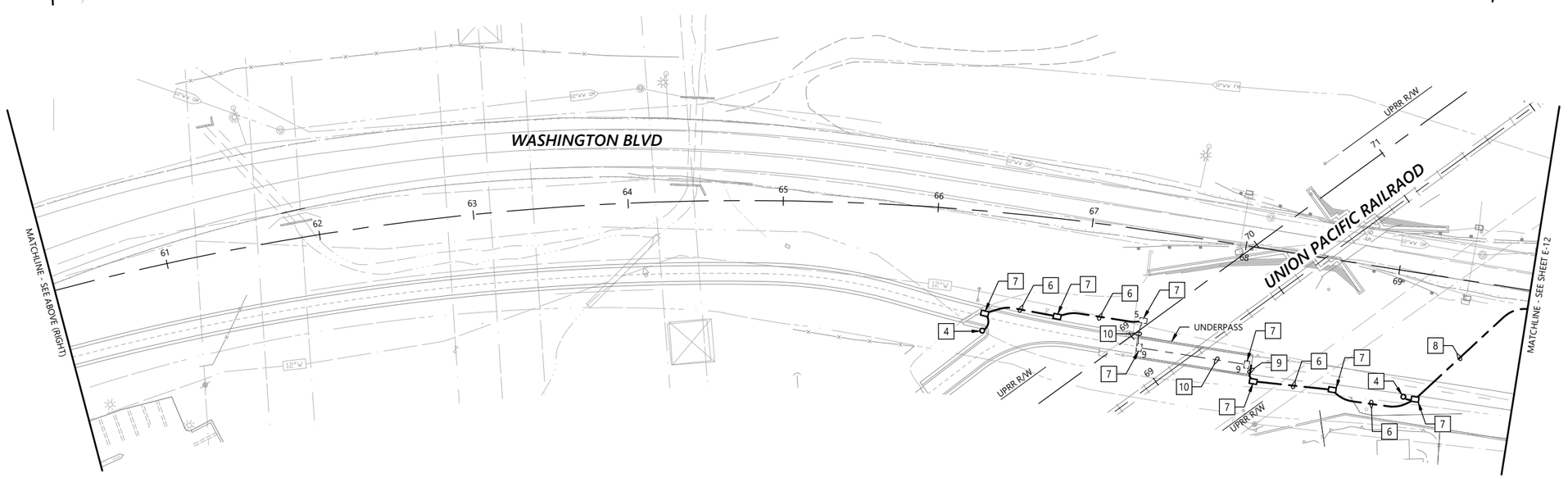
CAD USER: kbaumgartner

PROJECT NOTES (THIS SHEET ONLY):

1. 2-3"C, 1 SMFO-72 (TO SAWTELL RD/DEREK PL), 2 DLC (LOCATOR, 1 EA. CONDUIT).
2. 3"C, 1 SMFO-72, 1 DLC (LOCATOR).
3. INSTALL 1 SMFO-72 AND TERMINATE IN CABINET WITH FUSE CONNECT IN NEW PATCH PANEL.
4. INSTALL SMFO-12 TO THE TOP OF THE POLE WITH 10' SLACK. TERMINATE FIBER WITH AFL FUSECONNECT FUSE-LC9SMU-6 CONNECTOR. SEE SHEET E-13 FOR POLE AND CAMERA INSTALLATION DETAILS.
5. 2-3"C, 2 DLC (LOCATOR, 1 EA. CONDUIT).
6. 3"C, 1 SMFO-12 (TUNNEL CAMERA), 1 DLC (LOCATOR), WITH Ltg AND CAMERA POWER CONDUCTORS PER SHEET E-13.
7. SEE SHEET E-13 FOR PULL BOX DETAILS.
8. 2-3"C, 2 SMFO-12 (TUNNEL CAMERAS), 2 DLC (LOCATOR, 1 EA. CONDUIT), WITH Ltg AND CAMERA POWER CONDUCTORS PER SHEET E-13.
9. 1½" TYPE 1 CONDUIT, 1 SMFO-12 (TUNNEL CAMERA), WITH Ltg AND CAMERA POWER CONDUCTORS PER SHEET E-13.
10. EX 2-2"C. INSTALL 1 SMFO-12 (TUNNEL CAMERA), WITH Ltg AND CAMERA POWER CONDUCTORS PER SHEET E-13.

40 0 40 80
1" = 40'
GRAPHIC SCALE





E-11

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
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PROJECT NO:	RS16-3431

BY: 07/27/2020
PLANS APPROVAL DATE

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CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL INTERCONNECT
WASHINGTON BLVD STA 50.7 TO STA 69.9

50 OF 53

CADD FILE: 3431-interconnect.dwg
Jul 27, 2020
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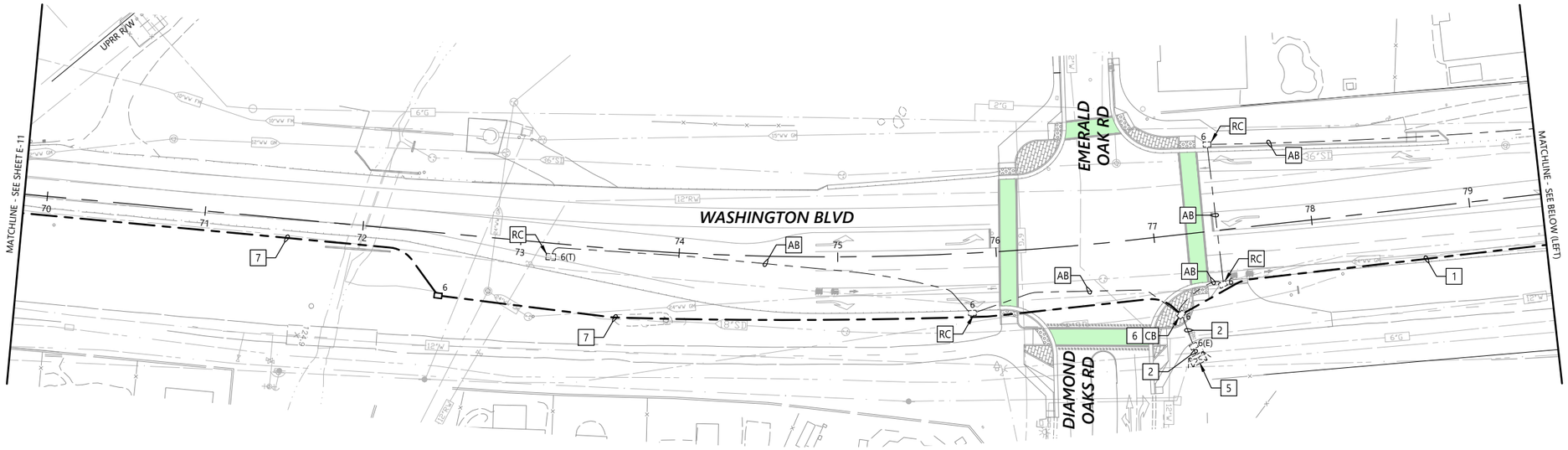
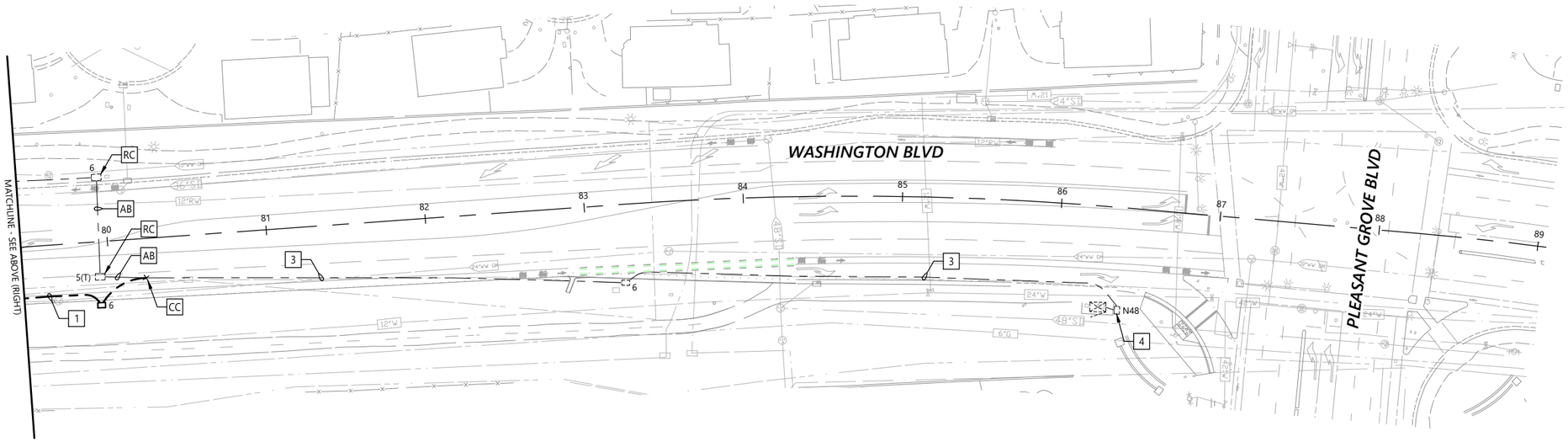
CAD USER: kbaumgartner

PROJECT NOTES (THIS SHEET ONLY):

1. 2-3"C, 1 SMFO-72, 2 DLC (LOCATOR, 1 EA. CONDUIT).
2. EX. 2"C, 1 sic, 1#10g. REMOVE sic. INSTALL 2 SMFO-12 (TUNNEL CAMERAS), 1 SMFO-72 (TO PLEASANT GROVE BLVD), AND 1 DLC (LOCATOR).
3. EX. 2"C, 1 sic, 1#10g. REMOVE sic. INSTALL 1 SMFO-72 AND 1 DLC (LOCATOR).
4. EX. SPLICE ENCLOSURE IN N48 PULL BOX. SPLICE NEW SMFO-72 IN EX. ENCLOSURE PER CITY OF ROSEVILLE STANDARD DETAIL TS-28 (TYPE 3 FIBER SPLICE).
5. INSTALL 2 SMFO-12 (TUNNEL CAMERAS) AND 1 SMFO-72 (TO PLEASANT GROVE BLVD) AND TERMINATE IN CABINET WITH FUSE CONNECT IN NEW PATCH PANEL.
6. ADJUST EX. PULL BOX TO NEW GRADE.
7. 2-3"C, 2 SMFO-12 (TUNNEL CAMERAS), 2 DLC (LOCATOR, 1 EA. CONDUIT), WITH Ltg AND CAMERA POWER CONDUCTORS PER SHEET E-13.

40 0 40 80
1" = 40'
GRAPHIC SCALE





E-12

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

DESIGN BY:	KB/DM
DRAWN BY:	KB/DM
CHECKED BY:	DM/EC
SCALE:	AS SHOWN
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PROJECT NO:	RS16-3431

BY: 07/27/2020
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REGISTERED PROFESSIONAL ENGINEER
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WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

TRAFFIC SIGNAL INTERCONNECT
WASHINGTON BLVD STA 69.9 TO STA 89.1

51 OF 53

CADD FILE: 3431-Interconnect.dwg
Jul 27, 2020

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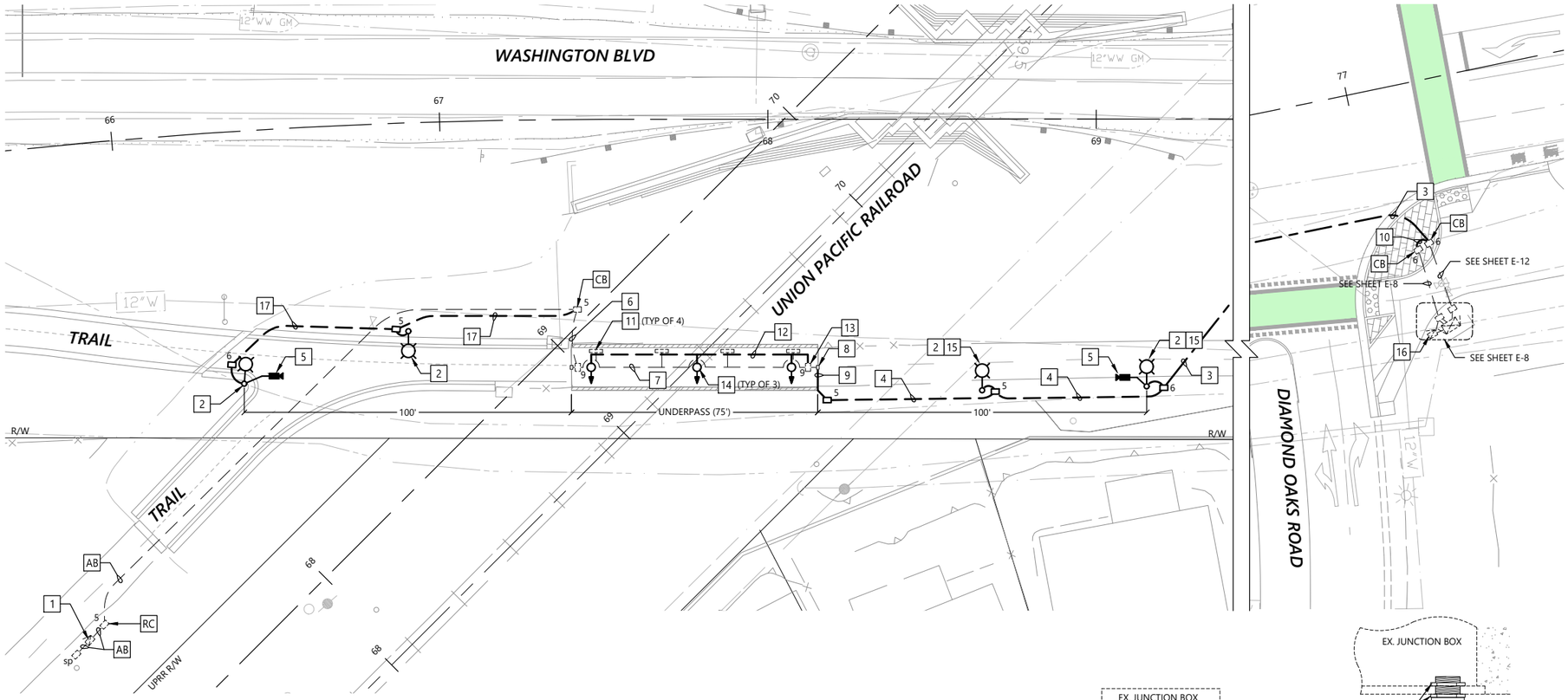
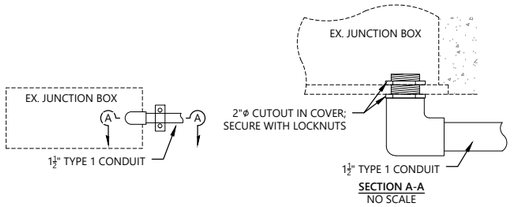
CAD USER: kbaumgartner



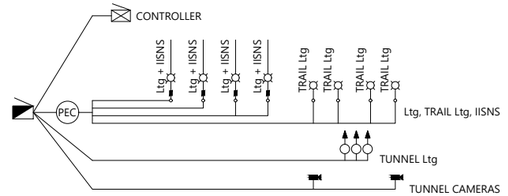
PROJECT NOTES (THIS SHEET ONLY):

1. REMOVE EX. SERVICE PEDESTAL. CONTRACTOR SHALL COORDINATE DISCONNECT WITH ROSEVILLE ELECTRIC.
2. FURNISH AND INSTALL 16' ELECTROLIER WITH 35W TYPE II LUMINAIRE.
3. 2-3°C, 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL Ltg), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEETS E-11 AND E-12.
4. 3°C, 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL Ltg), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEET E-11.
5. INSTALL PTZ CAMERA ON POLE AT 15' PER CITY OF ROSEVILLE STANDARD DETAIL TS-24, PROVIDING 6.3' MINIMUM VERTICAL VISIBILITY IN THE TUNNEL CENTER PER DETAIL 'D'.
6. EX. 3-2°C WITH EX. Ltg CONDUCTORS. REMOVE EX. CONDUCTORS. INSTALL 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEET E-11.
7. EX. 2-2°C IN UNDERPASS CEILING WITH Ltg CONDUCTORS. REMOVE EX. CONDUCTORS. INSTALL 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEET E-11.
8. INSTALL 1½" TYPE 1 CONDUIT INTO EX. JUNCTION BOX PER DETAIL 'B' ON THIS SHEET.
9. INSTALL 1½" TYPE 1 CONDUIT ON NORTH FACE OF TUNNEL PER DETAIL 'B' ON THIS SHEET. INSTALL 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL Ltg), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEET E-11.
10. 2°C, 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL Ltg), 2#8 (TUNNEL CAMERAS), AND 1#8 G.
11. EX. 1'x4' FLUORESCENT LIGHTS (NO LONGER FUNCTIONAL). REMOVE EX. ELECTRICAL COMPONENTS AND REINSTALL EX. COVERS.
12. INSTALL 1½" TYPE 1 CONDUIT ALONG THE WALL/CEILING JOINT WITH STRAPS AT 4' MAXIMUM SPACING. INSTALL 2#8 (TUNNEL Ltg) AND 1#8 G IN CONDUIT.
13. INSTALL 1½" TYPE 1 CONDUIT INTO EX. TYPE 9 PULL BOX IN TUNNEL CEILING. ENTER THROUGH CUTOUT IN PULL BOX COVER PER DETAIL 'C' ON THIS SHEET.
14. INSTALL SIGNIFY GARDCO SOFTVIEW SURFACE-MOUNT 22W TYPE 1 LUMINAIRES WITH WIRE GUARD, OR CITY-APPROVED EQUIVALENT, PER DETAIL 'A' ON THIS SHEET.
15. LUMINAIRE SHALL INCLUDE A CITY-APPROVED HOUSE SHIELD.
16. ADD TWO NEW 120V/15A/1P CIRCUIT BREAKERS FOR "TUNNEL Ltg" AND "TUNNEL CAMERAS" (REFER TO SHEET E-8). A CIRCUIT DIAGRAM IS SHOWN IN DETAIL 'E'.
17. 3°C, 2#8 (Ltg, TRAIL Ltg, AND IISNS), 2#8 (TUNNEL CAMERAS), AND 1#8 G, WITH CAMERA FIBER PER SHEET E-11.

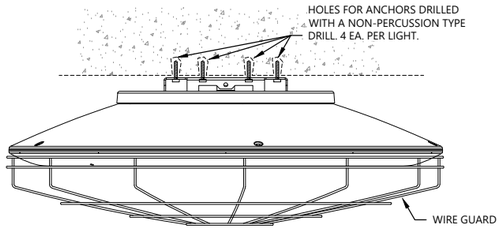


SECTION A-A
NO SCALE

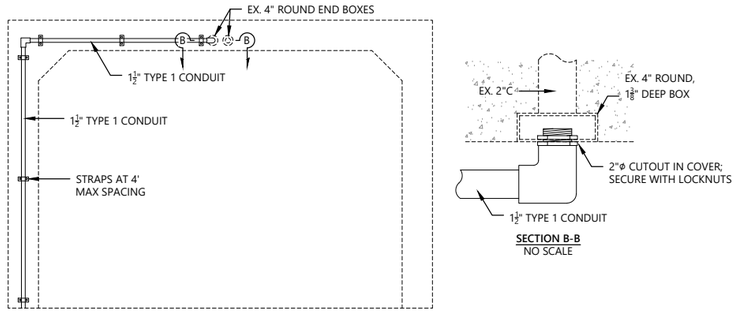
DETAIL 'C': CONDUIT INSTALLATION IN EX. CEILING JUNCTION BOX
NO SCALE



DETAIL 'E': CIRCUIT DIAGRAM
NO SCALE

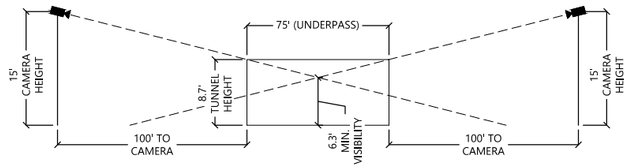


DETAIL 'A': SURFACE-MOUNT LUMINAIRE INSTALLATION
NO SCALE

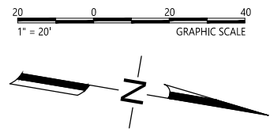


SECTION B-B
NO SCALE

DETAIL 'B': CONDUIT INSTALLATION ON NORTH FACE OF TUNNEL
NO SCALE



DETAIL 'D': CAMERA VISIBILITY INTO TUNNEL
NO SCALE



NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION 155.915 DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 8 – A 3 1/4 inch BRASS DISK TOP D.I. NORTH SIDE OF JUNCTION BOULEVARD, APPROXIMATELY 440 FEET EAST OF INTERSECTION WITH SAWTELL ROAD.

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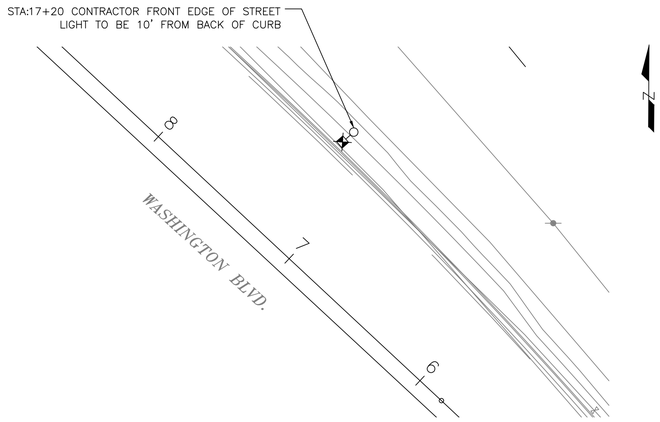
(916) 746-1300

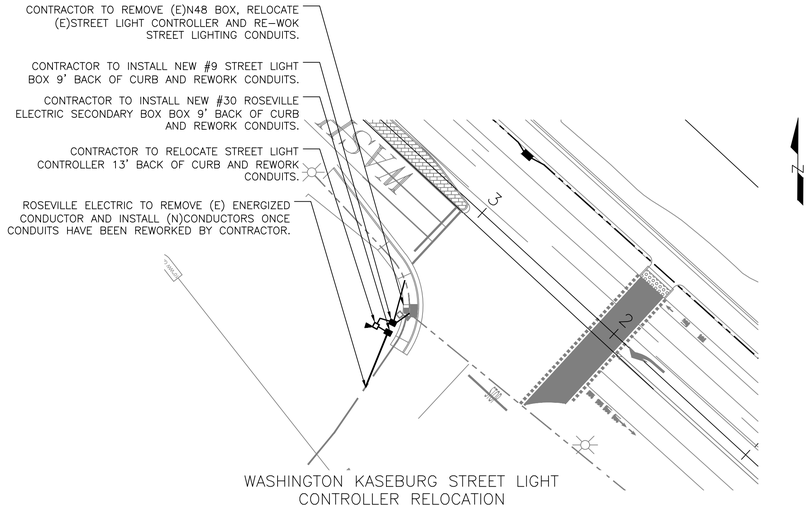
CITY OF ROSEVILLE CALIFORNIA

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT
TUNNEL CAMERAS & LIGHTING
UPRR TRAIL UNDERPASS

CADD FILE: 3431-Tunnel.dwg
Jul 27, 2020
Fehr & Peers Associates, its employees, its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



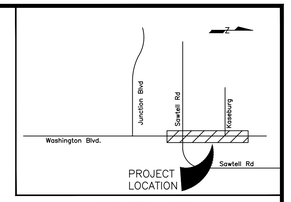
STREET LIGHT STA:17+20 RELOCATION



WASHINGTON KASEBURG STREET LIGHT CONTROLLER RELOCATION

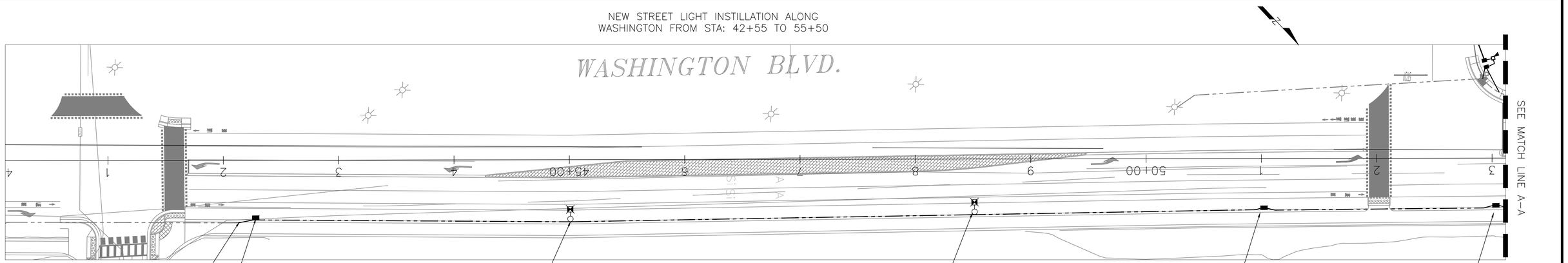
LEGEND

- #9 STREETLIGHT BOX (10"WX17"LX12"D)
- 250 WATT HPS EQUIVALENT LED STREET LIGHT
- 2-1½"C STREET LIGHT CONDUIT W/3-#8 CU. WIRES AND ONE SPARE CONDUIT



VICINITY MAP
N.T.S

NEW STREET LIGHT INSTILLATION ALONG WASHINGTON FROM STA: 42+55 TO 55+50



STA: 42+25 CONTRACTOR LOCATE EXISTING 1-1/2" CONDUIT AND EXTEND NEW #9 PULL BOX. CONTRACTOR TO INSTALL NEW CONDUCTORS TO EXISTING STREET LIGHT.

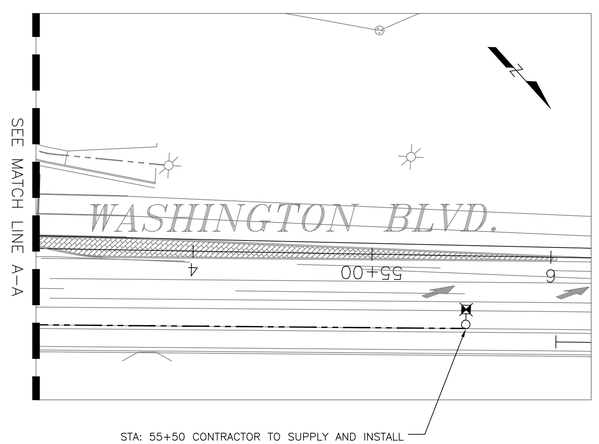
STA: 42+25 CONTRACTOR TO SUPPLY AND INSTALL NEW #9 STREET LIGHTING BOX. BACK EDGE OF BOX TO BE 10' FROM EDGE OF PAVEMENT

STA: 45+00 CONTRACTOR TO SUPPLY AND INSTALL NEW 250W LED LIGHT (240V) WITH 8' ARM & #9 STREET LIGHTING BOX. BACK EDGE OF STREET LIGHT BASE TO BE 10' FROM EDGE OF PAVEMENT

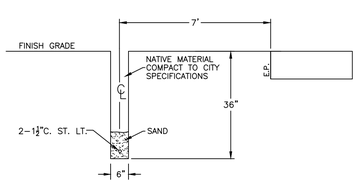
STA: 48+500 CONTRACTOR TO SUPPLY AND INSTALL NEW 250W LED LIGHT (240V) WITH 8' ARM & #9 STREET LIGHTING BOX. BACK EDGE OF STREET LIGHT BASE TO BE 10' FROM EDGE OF PAVEMENT

STA: 51+00 CONTRACTOR TO SUPPLY AND INSTALL NEW #9 STREET LIGHTING BOX. BACK EDGE OF BOX TO BE 10' FROM EDGE OF PAVEMENT

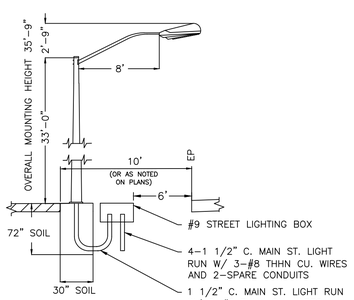
STA: 53+00 CONTRACTOR TO SUPPLY AND INSTALL NEW #9 STREET LIGHTING BOX. BACK EDGE OF BOX TO BE 10' FROM EDGE OF PAVEMENT



STA: 55+50 CONTRACTOR TO SUPPLY AND INSTALL NEW 250W LED LIGHT (240V) WITH 8' ARM & #9 STREET LIGHTING BOX. BACK EDGE OF STREET LIGHT BASE TO BE 10' FROM EDGE OF PAVEMENT



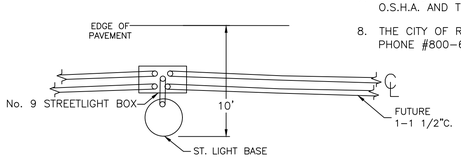
TRENCH DETAIL SL-SL
N.T.S



* ALL ARMS TO BE 8' IN LENGTH WITH TAPERED RISE OF 2'9"

NOTE: SEE CITY SPECS FOR SPECIFICATION AND OTHER CONSTRUCTION REQUIREMENTS

STREET LIGHT DETAIL - ATTACHED SIDEWALK
N.T.S.



STREETLIGHT DETAIL B - AERIAL VIEW

NOTES:

1. "ROSEVILLE ELECTRIC'S SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION" ARE A PART OF THESE CONSTRUCTION PLANS FOR THIS DESIGN AND SHALL BE ADHERED TO UNLESS OTHERWISE DIRECTED BY SPECIFIC COMMENTS OR DETAILS IN THESE PLANS.
2. A MINIMUM SEPARATION OF 5' WHEN PARALLELING AND BY AT LEAST 6" WHEN CROSSING IS REQUIRED BETWEEN ELECTRIC AND OTHER SUBSTRUCTURES (WATER,SEWER, STORM DRAIN, ETC). THE CROSSING SEPARATION MAY BE REDUCED TO 3" WHEN ELECTRIC CONDUITS ARE CONCRETE ENCASED AND APPROVED BY THE ELECTRIC DEPARTMENT INSPECTOR.
3. A MINIMUM OF 5' WHEN PARALLELING AND 12" WHEN CROSSING PG&E GAS TRANSMISSION LINES.
4. A MINIMUM 12" SEPARATION BETWEEN ELECTRIC, TELEPHONE, GAS AND CABLE T.V. IS REQUIRED. THIS SEPARATION MAY NOT BE REDUCED UNLESS SPECIFICALLY APPROVED IN EACH INSTANCE BY THE UTILITIES INVOLVED.
5. THE CONTRACTOR TO PAY SPECIAL ATTENTION TO CROSSINGS WITH WATER MAINS, SANITARY SEWER, DRAIN PIPES, AND ANY OTHER OBSTRUCTIONS. CONTRACTOR TO PROVIDE THE MINIMUM REQUIRED COVER FOR ALL UTILITIES WITH A SMOOTH TRANSITION OVER OR UNDER OBSTRUCTION AS DIRECTED AND APPROVED BY ALL UTILITIES INVOLVED. THE APPROACH AND DEPARTURE FOR AN OBSTRUCTION SHALL BEGIN AND END 100 LINEAL FEET AWAY FROM THE OBSTRUCTION.
6. TRENCH DETAILS SHOWN ON THESE PLANS ARE FOR ELECTRIC. IF OTHER UTILITIES REQUEST JOINT TRENCH OCCUPATION, THE TRENCH DIMENSIONS MAY BE MODIFIED. IT IS THE DEVELOPERS RESPONSIBILITY TO CO-ORDINATE SUCH REQUESTS TO THE SATISFACTION OF ALL THE UTILITIES INVOLVED.
7. CONTRACTOR SHALL INSURE THAT ALL TRENCHING AND INSTALLATION OF ELECTRIC FACILITIES CONFORMS TO CAL. O.S.H.A. AND THE STATE OF CALIFORNIA P.U.C. GENERAL ORDER NO. 128 REQUIREMENTS.
8. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT SYSTEM, CALL BEFORE YOU DIG!! U.S.A PHONE #800-642-2444. ROSEVILLE ELECTRIC DISPATCH PHONE #916-774-5620.

REV	BY	DATE	DESCRIPTION	APPR.

CITY OF ROSEVILLE CALIFORNIA
ROSEVILLE ELECTRIC

Washington Blvd. Widening Project

TITLE

ENG. J McKinney	APPR. jm	SCALE: 1"=40 '	
DR. J McKinney		DATE:4/8/20	

JOB NO.

ACCOUNT NO.

DRAWING NO. 610-244

SHEET 1 OF 1

Streets & Bridges Project Manual

Name of project:

Washington Blvd Bikeway and Pedestrian Pathways Project
City Project # 400015
Federal Project # CML 5182(074)

Department:

Public Works—Engineering

CITY OF ROSEVILLE CALIFORNIA

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FOR DOUBLE SIDED PRINTING)

FEDERAL AID NO. ATPCML-5182(074)
PROJECT NO. 400015

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

Jony Tji, Registered Civil Engineer

APPROVAL RECOMMENDED BY:

_____
STEFANIE KEMEN, P.E., DIVISION MANAGER
PUBLIC WORKS – ENGINEERING
CITY OF ROSEVILLE
RCE 72653

APPROVED BY:

_____
JASON SHYKOWSKI, P.E.
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

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Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

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CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

Federal Aid Project: 5182(074)

City of Roseville Contract: 400015

NOTICE TO CONTRACTORS

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

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

_____.

A pre-bid meeting will be held at _____

_____.

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

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all

addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

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

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

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

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

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

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

The DBE contract goal for this project is: <u>Seventeen (17%) percent</u>.

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

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

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Roseville. Contractor shall possess a valid Class A, General Engineering Contractor license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council. Said license shall be maintained during the contract period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

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

Attention is directed to the Federal minimum wage rate requirements in the Project Manual. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less that the higher wage rate. The City of Roseville will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to

identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

All questions prior to the deadline for bid submissions shall be directed to the attention of _____ via _____ at _____. The deadline for submissions of questions and clarifications regarding the Contract Documents is _____ calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

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

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

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

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

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

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

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

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

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

Accompanying this Proposal is _____.

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

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

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

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

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

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

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

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

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

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

CONTRACTOR:_____

SCHEDULE OF BID ITEMS

ITEM No.	*	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
1		Lead Compliance Plan	LS	1		
2		Develop Water Supply	LS	1		
3		Construction Area Signs	LS	1		
4		Traffic Control System	LS	1		
5		Pedestrian Barricade	EA	1		
6		Job Site Management	LS	1		
7		Storm Water Pollution Prevention Plan	LS	1		
8		Temporary Hydraulic Mulch	SQYD	2280		
9		Temporary Drainage Inlet Protection	EA	7		
10		Temporary Fiber Roll	LF	7790		
11		Temporary Silt Fence	LF	950		
12		Temporary Construction Entrance	EA	1		
13		Temporary Concrete Washout	LS	1		
14		Temporary High Visibility Fence	LF	2488		
15		Clearing and Grubbing	LS	1		
16	F	Roadway Excavation	CY	14368		
17		Decomposed Granite	SQFT	27800		
18		Roll Erosion Control Product (Netting)	SQFT	61430		
19		Hydromulch	SQFT	61430		
20		Hydroseed	SQFT	61430		
21		Compost	CY	3		
22		Class 2 Aggregate Base	CY	5200		
23		Micro-surfacing Type II	TON	540		
24		Hot Mix Asphalt (Type A)	TON	3326		
25		Drainage Inlet (Type G1)	EA	3		
26		18" PVC (C900)	LF	8		

CONTRACTOR:_____

ITEM No.	*	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
27		18" Reinforced Concrete Pipe	LF	73		
28		54" Reinforced Concrete Pipe	LF	64		
29		30" Bituminous Coated Corrugated Steel Pipe	LF	50		
30		54" Bituminous Coated Corrugated Steel Pipe	LF	65		
31		60" Bituminous Coated Corrugated Steel Pipe	LF	50		
32		18" Concrete Flared End Section	EA	2		
33		Bike Path Underdrain	EA	1		
34		Remove Inlet	EA	1		
35		Remove Headwall	EA	1		
36		Remove Flared End Section	EA	1		
37		Adjust Water Valve Cover To Grade	EA	3		
38		Adjust Sewer Manhole to Grade	EA	2		
39		Adjust Blow-Off Cover To Grade	EA	1		
40		Adjust Inlet to Grade	EA	2		
41		Minor Concrete (Type 1 Barrier Curb)	LF	60		
42		Minor Concrete (Type 1 Mod)	LF	469		
43		Minor Concrete (Curb and Gutter Type 2)	LF	1228		
44		Minor Concrete (Stamped Concrete)	SQFT	1710		
45		Minor Concrete (Sidewalk)	SQFT	10350		
46		Minor Concrete (Driveway)	SQFT	660		
47		Minor Concrete (Curb Ramp) - Case A	EA	1		
48		Minor Concrete (Curb Ramp) - Case C	EA	1		
49		Minor Concrete (Curb Ramp) - Case F	EA	9		
50		Minor Concrete (Curb Ramp) - Case G	EA	6		
51		Minor Concrete (Bike Ramp)	EA	6		
52		Detectable Warning Surface	SQFT	680		
53		Remove Concrete (Sidewalk)	SQFT	9020		

CONTRACTOR:_____

ITEM No.	*	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
54		Vinyl-Clad Chain Link Fence	LF	1230		
55		Post and Cable Fence	LF	65		
56		Pavement Marker (Retroreflective)	EA	1330		
57		Pavement Marker (Non-Retroreflective)	EA	5920		
58		Remove Roadside Sign	EA	10		
59		Reset Roadside Sign	EA	2		
60		Relocate Roadside Sign	EA	13		
61		Roadside Sign (One Post)	EA	48		
62		Roadside Sign (Two Post)	EA	2		
63		Install Sign (Strap and Saddle Bracket Method)	EA	12		
64		Bike Rail	EA	6		
65		Pedestrian Bridge Rehabilitation	LS	1		
66		Prepare and Paint Pedestrian Underpass	LS	1		
67		Thermoplastic Traffic Stripe	LF	10800		
68		Paint Traffic Stripe	LF	4470		
69		Thermoplastic Pavement Marking	SQFT	3660		
70		Remove Traffic Stripe and Marker	LS	1		
71		Pavement Marking (Green)	SQFT	6250		
72		Street Lighting System	LS	1		
73		Traffic Signal Modifications (Junction Blvd)	LS	1		
74		Traffic Signal Modifications (Sawtell Rd/Derek Pl)	LS	1		
75		Traffic Signal Modifications (Kaseberg Dr)	LS	1		
76		Traffic Signal Modifications (Diamond Oaks Rd/Emerald Oak Rd)	LS	1		
77		Traffic Signal Interconnect	LS	1		
78		UPRR Underpass Lighting and Cameras	LS	1		
79		Electrical Service Connection/Modifications	LS	1		
80		Mobilization	LS	1		
		TOTAL OF ALL ITEMS (1 TO 80)				

CONTRACTOR:_____

* NOTES:

(F) DENOTES FINAL PAY ITEM

(P) DENOTES PARTIAL PAYMENT

(S) DENOTES SPECIALTY ITEM

CONTRACTOR'S ACKNOWLEDGEMENT OF BLACK ROCK QUARRY MICRO-SURFACING: _____
NAME & LOCATION OF BLACK ROCK AGGREGATE QUARRY MICRO-SURFACING:

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes_____ No_____

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

Public Contract Code 10232 Statement

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

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

Con gressional District, if known

Con gressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

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

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

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

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☒ N ☐

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

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

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

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

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

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

Accompanying this proposal is_____

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

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

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

IMPORTANT NOTICE

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

_____

_____

_____

_____

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

License No._____ Classification(s) _____

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

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

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

Date: _____

_____

_____

_____

Signature and Title of Bidder

Business Address_____

Place of Business_____

Place of Residence_____

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION

$ _____

% _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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

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

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

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

Name of Agency/Organization	Method/Date of Contact	Results

_____
_____

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

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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

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

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

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

PROP-29

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

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

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

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

PROP-30

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S S E T H:

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

EXHIBIT “A”

FHWA-1273 Form

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FOR DOUBLE SIDED PRINTING)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “B”

Federal Minimum Wage Rates

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FOR DOUBLE SIDED PRINTING)

"General Decision Number: CA20210007 01/22/2021

Superseded General Decision Number: CA20200007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021

ASBE0016-001 01/01/2020

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
     Area 1.....$ 71.16 23.39
     Area 2.....$ 54.26 23.39

 ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.81	22.71
AREA 2	$ 36.53	9.27

 BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 43.28	37.91
(2) Remaining Counties	$ 39.68	35.71

 BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER	$ 36.53	17.08

 BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 43.24	21.63
AREA 2	$ 45.92	26.70

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER	$ 37.58	17.33
TERRAZZO WORKER/SETTER	$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1	$ 27.31	14.75
Area 2	$ 27.10	16.50
Area 3	$ 29.94	16.38
Area 4	$ 28.06	15.82
Tile Layer		
Area 1	$ 45.51	17.64
Area 2	$ 45.15	19.06
Area 3	$ 49.90	19.16
Area 4	$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON	$ 51.30	28.47

CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 51.90	34.02
Diver standby	$ 58.09	34.02
Diver Tender	$ 57.09	34.02
Diver wet	$ 101.42	34.02
Manifold Operator (mixed gas)	$ 62.09	34.02
Manifold Operator (Standby)	$ 57.09	34.02

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot

151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
  The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
  Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
  Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver	$ 51.90	34.02

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 50.50	30.64
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 25.25	17.86
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		

Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 24.91	19.63
Installer II	$ 22.18	20.42
Lead Installer	$ 29.06	20.92
Master Installer	$ 33.28	20.92
Area 2		
Installer I	$ 22.96	20.42
Installer II	$ 20.01	20.42
Lead Installer	$ 25.93	20.92
Master Installer	$ 29.56	20.92
Area 3		
Installer I	$ 22.01	20.42
Installer II	$ 19.24	20.42
Lead Installer	$ 24.81	20.92
Master Installer	$ 31.83	20.92

CARP0046-001 07/01/2020

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2020

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),

Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2020

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0751-001 07/01/2020

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82

Millwright	$ 52.75	32.41

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 58.51	24.74
ELECTRICIAN	$ 52.01	24.54

* ELEC0180-003 12/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 42.11	22.41
Technician	$ 48.43	22.60

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2020

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 40.56	32.46
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2020

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 41.50	20.17

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 52.40	3%+23.31

ELEC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 42.11	22.41
Technician	$ 48.43	22.60

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control

systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 36.59	17.39

ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 59.09	20.22
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 52.76	19.96
(3) Tree Trimmer	$ 31.10	11.32
(4) Line Equipment Man	$ 52.76	19.96
(5) Powdermen, Jackhammermen	$ 33.80	13.35
(6) Groundman	$ 33.24	14.79

ELEC1245-004 06/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 47.24	19.59
(3) Groundman	$ 36.12	19.19
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	$ 72.10	35.825+a+b

FOOTNOTE:
  a. PAID VACATION: Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.
  b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
  Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday
  after Thanksgiving, and Christmas Day.

 ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 40.50	34.35
AREA 2:		
(1) Leverman	$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 42.50	34.35

AREA DESCRIPTIONS

  AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
  NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
  SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
  SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

  THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
  AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15
GROUP 8	$ 42.16	31.15
GROUP 8-A	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15

GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15
OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a

Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller;

Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over

100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-001 06/29/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer	$ 25.05	12.00
LABORER (Lead Removal)		
Marin County	$ 33.07	25.30
Remaining Counties	$ 32.07	25.30

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 29.54	22.17
Area B	$ 28.54	22.17
Traffic Control Person I		
Area A	$ 29.84	22.17
Area B	$ 28.84	22.17
Traffic Control Person II		

Area A	$ 27.34	22.17
Area B	$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.84	23.71

LABO0185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.45	22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.45	22.20

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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  GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

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 LABO0324-019 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

 PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 42.67	24.03

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

 PAIN0016-005 06/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 47.38	25.99

 PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 33.68	20.24

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0169-004 07/01/2020

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 52.17	30.55

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* PAIN0567-001 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 29.80	13.44
Spray Painter & Paperhanger	$ 31.29	13.44

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below	$ 36.70	14.02

PAIN0767-004 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 38.48	16.88
GROUP 2	$ 32.71	16.88

GROUP 3.....$ 33.09 16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 06/01/2020

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 39.61	22.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals,		

prisons, hotels, schools,
casinos, wastewater
treatment plants, and
resarch facilities as well
as refrigeration
pipefitting, service and
repair work - MARKET
RECOVERY RATE.....$ 64.86 43.54
(2) All other work - NEW
CONSTRUCTION RATE.....$ 76.30 45.27

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 63.04	31.48

PLUM0228-001 01/01/2021

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 42.00	35.14

PLUM0343-001 07/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 54.00	38.74

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 45.84	13.81

PLUM0355-001 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 29.90	16.30

PLUM0442-003 07/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 45.50	31.89

PLUM0447-001 07/01/2020

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 54.37	25.75
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 40.10	18.88

ROOF0081-007 08/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 39.73	19.11

SFCA0483-003 07/29/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....$ 65.52 32.67

SFCA0669-003 01/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 40.87	26.29

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2020

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 46.60	40.21

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 31.68	27.86
GROUP 2	$ 31.98	27.86
GROUP 3	$ 32.28	27.86
GROUP 4	$ 32.63	27.86
GROUP 5	$ 32.98	27.86

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar

type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

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NOTICE TO INSURANCE BROKER

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

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

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

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

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

Bonds must be sent to the following staff person:

_____

_____

_____

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

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

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

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

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

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

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

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

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

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

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

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

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

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

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

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

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. BIDDING

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

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

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

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

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

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

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

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

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

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

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

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

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

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

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

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

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

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

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

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

SECTION 3. CONTRACT AWARD AND EXECUTION

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

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

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

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

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

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

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

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

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

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

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

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

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

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

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

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

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

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

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

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

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

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

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

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

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

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

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

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

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

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

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

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

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

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

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

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

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

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

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

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

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

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

SECTION 6. CONTROL OF MATERIALS

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

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

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

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

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

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

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

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

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

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

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

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

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

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

C. Insurance Required.

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

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

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

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

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

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

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. PROSECUTION AND PROGRESS

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

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

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

SECTION 9. PAYMENT

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

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

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

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

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

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

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

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

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

SECTION 14. ENVIRONMENTAL STEWARDSHITP

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

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

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

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

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

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

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

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

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

PROJECT: WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

FEDERAL AID NO. ATPCML-5182(074)
PROJECT NO. 400015

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SPECIAL PROVISIONS

FOR

WASHINGTON BOULEVARD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions shall be done in conformance with the latest edition of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, and 2015 Caltrans Standard Specifications and Plans, except insofar as they may be modified by these Special Provisions.

2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified, the Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

3. The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of *the State Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to *the State Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *State Standard Specifications* for any other reference to a paragraph of the *State Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Definitions and Abbreviations – Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

Abbreviation or Term	Intent and Meaning
AGENCY	The Department of Public Works, City of Roseville
CITY	The City of Roseville and its applicable Departments
CITY COUNCIL	City Council of the City of Roseville, a Charter City in the State of California
CALTRANS	State of California, Department of Transportation
DEPARTMENT	The Department of Public Works, City of Roseville
STATE STANDARD SPECIFICATIONS	The State Standard Specifications issued by the State of California, Department of Transportation, dated 2015, and subsequent Revised Standard Specifications
ADMINISTRATOR	The Director of Public Works/City Engineer, as created by law; also the City Engineer

ENGINEER	City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf
DEPARTMENT OF TRANSPORTATION	State of California Agency
DEPARTMENT OF INDUSTRIAL RELATIONS	State of California Agency
DIVISION OF LABOR STANDARDS ENFORCEMENT	State of California Agency

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

Engineer: City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf

Delete Columbus Day in Holidays table in section 1-1.07B:

^^

2 BIDDING

Add to section 2-1.01:

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The City of Roseville makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included as Appendix	1. California Department of Fish and Wildlife– Streambed Alteration 1602 Agreement 2. U.S. Army Corps of Engineers – 404 Nationwide Permit (SPK-2018-00108) 3. Central Valley Regional Water Quality Control Board – 401 Water Quality Certification (WDID#5A31CR00524)
Available for inspection at: City of Roseville	Geotechnical Design and Materials Report, Washington/Andora, dated May 10, 2018 Expanded Aerially Deposited Lead Study, dated May 16, 2018

Add to section 2-1.10:

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List" of the State Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

^^

3 CONTRACT AWARD AND EXECUTION

Replace paragraph of Section 3-1.06 with:

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

^^

4 SCOPE OF WORK

Replace section 4-1.03 with:

The construction of the Washington Boulevard Bikeway and Pedestrian Pathways Project consist of the following improvements:

1. Widening of Washington Boulevard from Sawtell Road/Derek Place to Pleasant Grove Boulevard

2. Construction of pedestrian and bicycle facilities path along Washington Boulevard just north of All America City Boulevard to Pleasant Grove Boulevard.

3. Installation of new traffic signal at the Washington Blvd./Kaseberg Drive intersection and modifications to existing traffic signals at signalized intersections along Washington Blvd.

The work includes improvements including but not limited to clearing and grubbing, excavation, pedestrian and bicycle facilities construction and paving, street lighting, new and modifications of traffic signal, grading, drainage, utilities, striping, and all other improvements as shown on contract plans.

Add to section 4-1.06 with:

Attention is directed to Section 4-1.06, "Differing Site Conditions" of the State Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D(2), "Claim Statement" of the State Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

Add to section 4-1.13 with:

The Contractor shall use a power washer to remove all reference markings (i.e. USA markings, striping reference points, utility reference points, etc.)

Full compensation for conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

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5 CONTROL OF WORK

Add to section 5-1.01 with:

For the award of the “Project”, the City and the Resident Engineer will provide inspection on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. The Contractor shall reimburse the City at a rate of $**175 per hour** and the Resident Engineer at $225 per hour for all inspection in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, shall be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.03,” Public Convenience” of the State Standard Specifications concerning project working hours.

Designated holidays are observed: New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) shall be a designated holiday.

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking lines and grades of the Contractor’s layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to the Contractor’s operations. No additional compensation will be made to the Contractor for fulfilling this requirement.

Attention is directed to Section 81-4 (E) and 91-4 (E) of the City of Roseville Construction Standards regarding trenching within the existing roadway.

Replace the 2nd paragraph in section 5-1.02 with:

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. Notice to Contractors
B. Special Provisions
C. Project Drawings
D. City of Roseville Standard Construction Specifications (Latest Editions)
E. City of Roseville Design and Construction Standards and Amendments (Latest Editions)
F. City of Roseville Parks Construction Standards (Latest Edition)
G. 2015 Revised Standard Specifications
H. 2015 Caltrans Standard Specifications
I. 2015 State Revised Standard Plans
J. 2015 State Standard Plans
K. Supplemental Project Information

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of temporary high-visibility fence.

Five working days prior to the start of any work, including grading, a qualified biologist, retained by the City will conduct mandatory Contractor/worker awareness training for construction personnel. The awareness training will be provided to all construction personnel to brief them on the need to avoid impacts on biological resources and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the Contractor will ensure that the personnel receive the mandatory training from the biologist, or qualified person, before starting work.

Prior to mobilization, the Contractor shall contact Underground Service Alert (U.S.A.).

Attention is directed to "Water Pollution Control" of the State Standard Specifications regarding the submittal and approval of the Water Pollution Control Plan prior to performing work having potential to cause water pollution.

The Contractor shall also prepare a traffic control plan that conforms to Section 12, “Construction Area Traffic Control Devices” of the City of Roseville Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction. The traffic control plan shall be approved by the City of Roseville Public Works Traffic Section.

Attention is directed to "Progress Schedule" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract.

The first order of work shall be to place the order for long lead time materials and equipment including electrical materials that will be furnished by the Contractor for this project. The Contractor shall place the order within 5 working days after the Notice to Proceed and after approval of the submittal. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. The Contractor shall furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement shall include an anticipated date of delivery of said equipment to the Contractor. Said statement shall be furnished to the Engineer within 15 calendar days of the Contractor's receipt of the Notice to Proceed. Traffic signal and street lighting equipment shall be completed by the end of the Contract. The Contractor shall pay liquidated damages per the Special Provisions of this document if the installation of traffic signal and streetlight equipment cannot be completed within the above time frame.

The Contractor shall coordinate with the City of Roseville; Storage Direct self-storage (998 Washington Blvd.); and Extra Space Storage (100 Junction Blvd.) to verify that the existing irrigation system within the existing landscape area has been relocated outside the grading area and is in good working condition. Any damage to the existing irrigation by the Contractor shall be repaired by the Contractor at the Contractor’s cost.

The Contractor shall coordinate with the Parks Construction Inspector prior to disturbing the existing landscape and irrigation. The Contractor shall field verify the locations of existing irrigation systems prior to construction activities. All new components and landscaping shall be per the latest version of the Parks Standards. No disruption of the existing irrigation watering system will be allowed during construction. All adjacent system shall maintain automatic programmed watering schedules throughout the construction. The Contractor shall be responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract. Existing sod and shrubs areas impacted by construction activities shall be per the latest version of the Parks Standards. Time is of the essence on this contract, and the order of all other work shall be such as to assure the completion of the project within the allotted working days as described herein while complying with the requirements set forth in the plans, specifications and contract document. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Following the completion of the work, the Contractor shall provide the City with a copy of the record as-built drawings.

Replace paragraphs of section 5-1.13B(1) with:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder’s List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   3.1. Name and business address of each 1st-tier subcontractor
   3.2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   3.3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Replace section 5-1.13B(2) with:

5-1.13B(2) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency

of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract* DBE *Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Add to section 5-1.20A with:

During the progress of the work under this Contract, City of Roseville Street Division may be performing work on existing pavement on Washington Boulevard within the project limits. The Contractor shall coordinate all activities within this area with City.

Add to section 5-1.20B with:

In addition to the requirements of Section 5-1.20B of the State Standard Specifications, the Contractor shall obtain a business license from the City of Roseville prior to performing work.

The City of Roseville has received the following permits and a copy of the permits can be found in the appendices.

Permit	Approval Date
U.S. Army Corps of Engineers – 404 Nationwide Permit	**July 2, 2020**
California Department of Fish and Wildlife– Streambed Alteration Agreement	**September 8, 2020**
Central Valley Regional Water Quality Control Board	**June 15, 2020**

The Contractor shall comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it shall be the Contractor's sole responsibility to request such extension(s) from the City and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these special provisions for more detail on permits.

No separate measurement or payment shall be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor shall include the costs associated with these items in the various bid items to which the Work relates.

Add to section 5-1.20C with:

The City of Roseville has an easement and maintenance agreement with Union Pacific Railroad (UPRR) Company. The project includes work in the railroad right of way at the railroad underpass and pedestrian tunnel. The Contractor shall obtain a Right-of-Entry, at the Contractor's expense, from the Union Pacific Railroad Company before starting work on the railroad right of way. The Contractor shall provide a copy of the approved UPRR Right of Entry to the Engineer.

Replace the paragraphs in section 5-1.26 with:

The requirements specified in the entire section of the State Standard Specifications shall be replaced as follows:

The Contractor shall be responsible to provide all surveys to control the lines, elevations, and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer.

The Contractor shall be responsible for accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades, and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced by the Contractor at his/her expense. The Contractor shall submit all survey records to the Resident Engineer for the project records.

The Contractor shall be responsible for preparing the as-built drawings.

Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Add to section 5-1.32 with:

Attention is directed to the provisions in Section 5-1.32, "Areas for Use" of the Standard Specifications and these special provisions.

The roadway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. The Contractor shall not park any vehicles along residential streets within the project limits.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.13, "Cleanup" of the State Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, any other areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

Add to section 5-1.36A with:

The Contractor shall replace, in kind or as approved by the Parks Department, the existing sod, shrubs and irrigation system impacted by the construction activities. Full compensation for

conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

Add to section 5-1.36D with:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor shall notify USA 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work by careful hand digging.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. The Contractor shall be responsible to coordinate all his/her activities with all utilities companies for the installation of the utilities that are shown to be done by the respective utility owners. The Contractor shall make necessary arrangements with the utility company through the Engineer and submit a schedule that is verified by a representative of the utility company and allowing at least the time shown for the utility owner to complete its work.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is the Contractor responsibility to locate all utility lines in the construction area prior to excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at the Contractor's expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer

2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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6 CONTROL OF MATERIALS

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A General

The following materials or products are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar	Section 52-1.02B, "Bar Reinforcement"
Structural steel	Section 55-1.02D(1), "General," – Structural Steel table or Section 99, "Building Construction"
Flat glass	Section 99, "Building Construction"
Mineral wool board insulation	Section 99, "Building Construction"

For product category rules and North America program operators for applicable materials or products, go to the METS website.

For projects with bid opening dates after November 30, 2018, through November 30, 2019, the Department collects existing environmental product declarations for materials or products subject to the Buy Clean California Act.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III

environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

https://dime.dot.ca.gov/

Submit available environmental product declarations for applicable materials or products as informational submittals to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

Add to section 6-2.01A with:

Material testing for this project will be provided by the City as set forth in Section 6 "Control of Materials" of the State Standard Specifications.

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

Samples, certificates of compliance, list of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 "Control of Materials" of the State Standard Specifications. Contractor shall provide the Engineer with three (3) working days' notice of the need for materials testing.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

Full compensation for conforming to all requirements specified in this section, “Control of Materials,” shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace the 10th paragraphs of section 7-1.03 with:

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers and bicycle traffic control/detour plans whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1.

Add to section 7-1.03:

The use of flagmen, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones" or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

The Contractor shall submit at the Pre-Construction meeting a plan showing traffic control measures, haul routes and / or detours for vehicles and pedestrians affected by the construction work to the Engineer for review and acceptance. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan/detour plan must be kept at the job site at all times.

Unless otherwise approved by the City or provided for in these specifications, construction activities which are under City contract shall not be permitted at any time other than between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 8:00 p.m. on Saturday, when approved by the City, including state, federal and designated holidays.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall notify local residents 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting of access. The Contractor shall cooperate with local residents for access to the maximum extent physically possible.

The Contractor shall notify businesses 72 hours prior to impacting their driveway access. The Contractor shall cooperate with businesses for access to the maximum extent physically possible. If two driveways access a single business, one of those driveways shall remain accessible at all times. If only one driveway is used for access to a business, half of that driveway shall remain open at all times.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

The Contractor shall notify the Engineer of his intent to begin work at least 3 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Ten days prior to any City approved road or lane closures, the Contractor shall notify the Engineer (phone 916-746-1300). The Contractor shall notify the Engineer and seventy-two (72) hours in advance of any revisions to the road or lane closure schedules.

Full compensation for complying with the above requirements shall be considered as included in the payment for the various contract items of work involved, and no additional compensation will be allowed.

Replace the 7th paragraphs of section 7-1.04 with:

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1.

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8 PROSECUTION AND PROGRESS

Add to section 8-1.02 with:

Attention is directed to the provisions in Section 8-1.02, "Schedule" of the Standard Specifications and these special provisions.

In addition to Section 8-1.02, "Schedule," of the State Standard Specifications, the Contractor shall submit a draft progress schedule to the Engineer at the pre-construction meeting, final work progress schedule 10 days prior to work commencement of work, and within 5 working days of

the Engineers written request at any other time. The progress schedule shall state the location of work with stationing, the anticipated begin and completion dates and the type of construction operation anticipated for the locations of work with stations. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions.

The progress schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically activities for obtaining, delivering, installing and completing of each major piece of equipment, materials and other supplies.

The construction schedule shall:

a) Be a calendar-time scaled network diagram.

b) Include time for the Engineer to review submittals or inspect the work.

c) Identify the activities, which constitute the controlling operation or critical path.

At the discretion of the Engineer, the Contractor shall attend a meeting one day per week for the duration of the project to discuss the project's schedule and construction issues with the City. Meetings will be held at a location to be determined at a later date by the City.

Once each month, or as deemed necessary by the Engineer, the Contractor shall submit a revised progress schedule and participate with the Engineer in a schedule review to update activity progress.

Strict conformance to the progress schedule shall be maintained and revisions to the progress schedule may be allowed only upon written approval by the Engineer.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than $500 do not need to be scheduled, unless the order affects the project schedule or outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer’s determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

The Contractor acknowledges and agrees that delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the contract completion date. All float time will jointly belong to the City and Contractor.

Payment for work under this section shall be deemed included in other contract items, and no additional compensation shall be allowed therefor.

Replace paragraphs of section 8-1.04B with:

The Contractor shall begin work within 15 days after receiving the “Notice to Proceed“ letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

Preconstruction Meeting – A preconstruction meeting shall be held between the Contractor and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters

pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

Add to section 8-1.05 with:

All work, including punch list items, shall be completed within 70 **working days** from the beginning date specified in the **Notice to Proceed letter**. All punch list items shall be completed within the **70** working days prescribed above. A working day is defined as any weekday which is not a designated holiday listed in Section 5-1.01, "General".

Add to section 8-1.06 with:

In addition to the requirements specified in Section 8-1.06, "Suspensions", of the State Standard Specifications, the following shall apply:

Suspensions of Work Ordered by the Engineer – If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by the weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of this determination whether or not an adjustment is warranted. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.07 "Delays", of the State Standard Specifications.

Add to section 8-1.10 with:

The Contractor shall pay to the City of Roseville the sum of **$5,400 per day**, for each and every calendar day's delay in finishing the work (including resident engineer and inspection time) in excess of the number of working days prescribed.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10B with:

The roadway shall be fully opened to traffic by 4:30 pm. The Contractor shall pay to the City liquidated damages of $1,000 per each half-hour after 4:30 pm is exceeded and that a traveled lane remains closed due to the Contractor's operations.

After 5:30 pm, the Contractor shall pay to the City liquidated damages of $2,000 per each half-hour that a traveled lane remains closed due to the Contractor's operations.

The Contractor shall stop placement of micro-surfacing 2 hours prior to the last scheduled working hour for roadway closure. The Contractor shall pay to the City liquidated damages of $1,000 per each half-hour that micro-surfacing is placed beyond 2 hours prior to the last scheduled roadway closure hour.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

^^

9 PAYMENT

Add to section 9-1.02A with:

Payment for all work bid at a price per unit of measurement shall be based upon actual quantities of work as measured upon completion, unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or material of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit for damages, or for any extra payment whatsoever because of any difference between the amount of work actually done or material furnished and the estimated amount.

Replaced the 1st paragraph of section 9-1.16A with:

The Contractor shall submit all requests for progress payments using the forms included in Appendix C:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Add to section 9-1.17D(1):

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment. (See Appendix C).

^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* in section 10-1.03 with:

You may work within drainage channels only from June 15 to October 15 of any year.

^^

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

The cost of furnishing all flaggers, including transporting flaggers, to provide for the passage of public traffic through the work under the provisions in "Public Convenience" and "Public Safety" is to be included in the contract lump sum price paid for Traffic Control System.

Replace section 12-3.01D with:

Full compensation for providing temporary traffic control devices will be paid as traffic control system.

Add to end section 12-3.32A(3):

Submit message to be displayed in portable changeable message sign two (2) weeks in advance for approval by the City.

Add to end section 12-3.32C:

Place portable changeable message sign 14 calendar days prior to start of work.

Replace *Not Used* in section 12-3.32D with:

Payment for portable changeable message signs is included in the payment for traffic control system.

Add to end section 12-4.02A(3)(b):

Contractor to coordinate with the City of the actual duration and schedule of the road closure. Obtain approval of the road closure schedule from the City. Failure to comply with the approved lane closure schedule, the Contractor will incur penalty or fine assessed by the City.

^^

13 WATER POLLUTION CONTROL

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. Central Valley RWQCB Region 5

Add to section 13-3.04:

The contract lump sum price for Prepare Storm Water Prevention Plan include preparing and submitting Storm Annual Report, Rain Event Action Plan, and Storm Water Sampling and Analysis Day in the Standard Standard Specifications and these special provisions, and as ordered by the Engineer.

Add to section 13-7.02D:

The cost of street sweeping shall be included in the contract lump sum price paid for Job Site Management.

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.01:

Pursuant to Section 21081.6 of the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (MMRP) has been established as part of the City of Roseville's Washington Boulevard Bikeway and Pedestrian Pathway Project.

The purpose of this program is to assure diligent and good faith compliance with the Mitigation Measures which have been recommended in the environmental document and adopted as part of the project or made conditions of project approval, in order to avoid or mitigate potentially significant effects on the environment. The Contractor shall be responsible to read and adhere to the conditions of the mitigations approved in the Environmental Document.

A copy of the MMRP is contained in the Appendix A. Implementation of mitigation measures shall be the full responsibility of the Contractor.

Add to section 14-1.02:

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

Add to section 14-8.02

In addition to the requirements of Section 14-8.02 of the State Standard Specifications, noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Noise-generating construction activities will be restricted to Monday through Friday from 7 a.m. to 7 p.m., and Saturday and Sunday from 8 a.m. to 8 p.m. to comply with City of Roseville noise ordinance.

Construction equipment shall be properly maintained per manufacturer's specifications and fitted with the best available noise suppression devices (i.e. mufflers, silencers, wraps, etc.). The Contractor shall shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power equipment.

Construction equipment should not be idled for extended periods of time in the vicinity of noise sensitive receptors.

The Contractor shall locate fixed and/or stationary equipment as far as possible from noise sensitive receptors (e.g., generators, compressors, rock crushers, cement mixers).

In addition, the Contractor shall conform to the Roseville Municipal Code, Chapter 9.24 "Noise Regulation" which can be viewed at the City of Roseville City Clerk's Office and at http://qcode.us/codes/roseville/.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for various contract items of work involved, and no additional compensation will be allowed therefor.

Add to section 14-11-02 with:

The Contractor shall sample the affected area to determine if the material is hazardous and shall develop a Sampling and Analysis Plan (SAP) to outline how to analyze, abate, manifest, transport, and dispose of all special and hazardous material as required by law. The SAP shall be submitted to the City and shall describe how the Contractor intends to complete the work plan. The work plan shall include the general order of work, a site specific worker health and safety plan, and a SAP for testing of potentially hazardous materials. A list of disposal sites the Contractor expects to use for the various type of waste and recyclables shall be included.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

Full compensation for conforming to the requirements of this section, including sampling of hazardous materials and the preparation of the Sampling and Analysis Plan, shall be considered as extra work.

Replace Reserved in section 14-12.04 with:

14-12.04 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB).

A Water Quality Certification (WQC) for the work in the project's creek and water stream has been issued to the City. Attached in Appendix B is a copy of the WQC. Contractors shall include in their bid all labor, materials and equipment to implement conditions of the attached WQC.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation" 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds" of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

Replace Reserved in section 14-12.05 with:

14-12.05 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

A portion of this project is located within the jurisdiction of the California Department of Fish and Wildlife. An agreement regarding the work in the project's creek and water stream is attached in Appendix B. Contractors shall include in their bid all labor, materials, and equipment to implement conditions of the attached permit.

The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Wildlife, unless

the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

Modifications to the agreement between the City and the Department of Fish and Wildlife which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Wildlife for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the City and the Department of Fish and Wildlife will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Replace Reserved in section 14-12.06 with:

14-12.06 RELATIONS WITH UNITED STATES ARMY CORP OF ENGINEERS

A portion of this project is located within the jurisdiction of the US Army Corp of Engineers. An agreement regarding a stream or lake has been entered into by the City of Roseville and the US Army Corp of Engineers. The permit file number is SPK-2018-00108. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly. Copies of these agreements are included in the Appendix B.

Modifications to the agreement between the City and the US Army Corp of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the US Army Corp of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the City and the US Army Corp of Engineers will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

^^

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to section 17-2.01:

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Removal of trees and existing tree stumps, as shown on plans, is included in clearing and grubbing.

During the Pre-construction meeting and prior to site mobilization, the Contractor shall coordinate tree removal of trees designated for removal on the "Demolition Plan", with City of Roseville – Park Maintenance Division staff. Tree stumps within the limits of demolition, shall be removed as part of the Contractor's clearing and grubbing of the site.

The Sacramento Regional Conservation Corps (SRCC) will be involved with removal of vegetation and small trees within the areas of demolition. These areas of demolition are located along Washington Blvd between the Washington Blvd and Sawtell Rd intersection and the pedestrian tunnel under UPRR. The contractor shall coordinate the timing of clearing with the City of Roseville and SRCC to avoid delays. The Contractor shall coordinate on-site locations of refuse piles that is generated by the SRCC's work with the City of Roseville and SRCC.

Add to section 17-2.03B:

The City will determine the portions of the clearing operations to be completed by the SRCC. The contractor shall mark project limits for the SRCC. The SRCC will partially clear areas marked. The SRCC will clear area above original ground of (1) vegetation such as trees less than 6 inches in diameter, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. The Contractor and the SRCC will coordinate locations to stack the debris generated by SRCC clearing operations. The contractor shall be responsible for the removal of the debris generated by the SRCC. Areas partially cleared by the SRCC shall be the contractor's responsibility to complete clear and grubbing.

Do not injure standing trees, plants, and improvements shown to be protected or not marked for removal.

Add to section 17-2.04:

The contract lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Clearing and Grubbing, including coordination with the City of Roseville and SRCC, completing clear and grub of partially cleared areas, and the removal of existing trees, tree stumps, and debris piles generated by the SRCC's work, complete in place as shown on the plans, as specified in

the Standard Specification and these special provisions, and as directed by the Engineer. No additional compensation will be provided.

Payment for marking of the project limits for the SRCC shall be included in staking and paid in accordance with Section 5-1.26.

^^

21 EROSION CONTROL

Replace the RSS for section 21-2.02K with:

21-2.02K Compost

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

The quality characteristics of compost must have the values shown in the following table:

Compost

Quality characteristic	Test method[a]	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6–8.5	6-8.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO_2-C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1%	Combined total: < 0.1%

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The particle size must comply with the requirements shown in the following table:

Compost Gradation

Quality characteristic	Test method[a]	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	 100 95	 -- --
Gradation Medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	 95 40	 -- 55
Gradation Coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	 95 25	 -- 35

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

^^

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

Replace section 37-3.03 with:

37-3.03 MICRO-SURFACINGS

37-3.03A General

37-3.03A(1) Summary

Section 37-3.03 includes specifications for applying micro-surfacings.

Applying a micro-surfacing shall consist of mixing a polymer modified, cationic micro-surfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these Special Provisions and State Revised Standard Specifications, and as directed by the Engineer.

37-3.03B Material

37-3.03B(1) Micro-surfacing Emulsion (MSE)

Micro-surfacing emulsion (MSE) shall be homogenous and shall conform to the provisions of these Special Provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.
The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Micro-Surfacing Emulsion (MSE)

Specific Designation	Test Method	Requirement
Viscosity SSF @ 25°C	AASHTO T59	15 – 90 seconds
Sieve, max	AASHTO T59	0.30 percent
Settlement, 5 days, max	ASTM D6930 or AASHTO T59	5 percent
Storage Stability, 1 day, max	AASHTO T59	1 percent
Residue by Evaporation, min	California Test 331	64 percent
Specification Designation for Residue		
Specific Designation	Test Method	Requirement
Penetration @ 25°C, 100g, 5s, 0.1 mm	AASHTO T49	40-90
Softening Point, min	AASHTO T53	61°C
G*, @ 20°C, 10 rad/sec[a]	AASHTO T315	Report Only
Phase angle @ 50°C, 10 rad/sec, PA (max) – PA base[b]	AASHTO T315	Report Only
Stiffness, @ -12°C, MPa and M-value	AASHTO T315	Report Only
Torsional Recovery, %	California Test 332	>21%

Polymer Content, % (by weight)	California Test 402	>3.5%
25mm plates for the 50°C test. 8mm plates for the 20°C test.		

37-3.03B(2) Water and Additives

Water shall be of such quality that the asphalt will not separate from the MSE before the micro-surfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing product may be used.

37-3.03B(3) Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

37-3.03B(4) Aggregate

The aggregate used for micro-surfacing shall be Type II. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. The aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate shall not be allowed. The Contractor shall specify in the bid proposal the name and location of the black rock aggregate quarry and shall provide certification at the preconstruction conference that the rock was crushed a minimum of 90 days prior. The Contractor shall submit samples of the black rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type II

Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	94-100
#8 (2.36 mm)	65-90
#16 (1.18 mm)	40-70
#30 (600 µm)	25-50
#200 (75 µm)	5-15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type II

Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	75
Percentage of Crushed Particles	205	100%

(min)[1]		
Los Angeles Rattler Loss at 500 Rev. (max)[2]	211	35%
[1] CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle." [2] Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm	94-100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	65-90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	40-70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	25-50	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5-15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		$5.00 per ton	$7.50 per ton	$10.00 per ton	$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the Micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68-69	$5.00 per ton
66-67	$7.50 per ton
65	$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 75, but not less than 70, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 or over	NONE
73-74	$5.00 per ton
71-72	$7.50 per ton
70	$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(4)(a) Aggregate for Rut filling

Micro-surfacing (Type III) shall be used for rut filling and shall conform to these Special Provisions.
The aggregate used for Type III shall be grey rock aggregate. The grey rock aggregate shall be 100% crushed with no rounded particles. The material shall be free from vegetation and other deleterious substances. The Contractor shall submit samples and test results of the grey rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type III

Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100
#4 (4.75 mm)	70-90
#8 (2.36 mm)	45-70
#16 (1.18 mm)	28-50
#30 (600 µm)	19-34
#200 (75 µm)	5-15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Type III

Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	70
Percentage of Crushed Particles (min)[1]	205	100%
Los Angeles Rattler Loss at 500 Rev. (max)[2]	211	35%
[1] CT205, Section D, is amended to read: “Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle.” [2] Los Angeles Rattler shall be performed on the parent aggregate before crushing.		

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a percentage passing (PP) range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8 inch (9.5 mm)	100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#4 (4.75 mm	70-90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36 mm)	45-70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18 mm)	28-50	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600 µm)	19-34	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75 µm)	5-15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		$5.00 per ton	$7.50 per ton	$10.00 per ton	$15.00 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	**Payment to City**
70 or over	NONE
68-69	$5.00 per ton
66-67	$7.50 per ton
65	$10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within 5 working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing represented by the tests containing a durability index value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	**Payment to City**
75 or over	NONE
73-74	$5.00 per ton
71-72	$7.50 per ton
70	$10.00 per ton

When the results of 2 or all 3 of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from any moneys due or to become due to the Contractor.

Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index, or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

37-3.03B(5) Mix Design

At least 7 working days before the micro-surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Micro-surfacing Mix Design

Material	Proportion Limits
Residual Asphalt	7.5% to 10.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed micro-surfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 minute (Set) (min) @ 60 minute (Traffic) (min)	TB* 139	 12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m2
Wet Stripping (min)	TB* 114	90%

TB* = Technical Bulletin

Test	ISSA Test Method	Requirements
Wet Track Abrasion 6-day soak loss (max) 1-hour soak	TB* 100	 810 g/m2 538 g/m2
Displacement Lateral (max) Specific Gravity after 1000 cycles of 56.8 kg (max)	TB* 147A	 5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 25°C	TB* 113	Controllable to 120 seconds

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The
report shall show the results of the tests on individual materials and shall compare their values to those

required by these Special Provisions. The report shall clearly show the proportions of aggregate, filler
(minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content
(minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100°F. This 100°F mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the micro-surfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in these Special Provisions, the micro-surfacing mixture shall be sufficiently cured to support unrestricted traffic.

37-3.03C Construction

37-3.03C(1) Surface Preparation

Before placing the micro-surfacing, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, vegetation, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

37-3.03C(2) Weather Conditions

The micro-surfacing mixture shall not be placed when the ambient temperature is below 55°F or during unsuitable weather. Micro-surfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

37-3.03C(3) Equipment

37-3.03C(3)(a) General

The equipment used by the Contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom.

37-3.03C(3)(b) Mixing and Spreading Equipment

The micro-surfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of micro-surfacing to be placed. All indicators shall be in conformance with the

provisions of these Special Provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these Special Provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of section 5-1.33, “Equipment,” of the State Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 3 inches in height, located on the front and rear of the vehicle.

The micro-surfacing mixture shall be spread by means of a spreader box conforming to sections 37-3.03C(3)(b)(i) and 37-3.03C(3)(b)(ii).

37-3.03C(3)(b)(i) Spreader Box

The mixture shall be agitated and spread uniformly in the surfacing box by means of motor driven twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry, the box shall be adjustable. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of micro-surfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the micro-surfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

37-3.03C(3)(b)(ii) Wheel Path Depression (Rut) Box

The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between 5 feet and 6 feet. Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the

rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

The micro-surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods upon approval of the Engineer.

Flexible fabric drags attached to the rear of the wheel path depression (rut) box shall not be used.

37-3.03C(3)(c) Mixer and Spreader Truck Calibration

Each mixer/spreader truck used on the project shall be calibrated in accordance with California Test 109. The trucks shall be calibrated for rock, emulsion, cement, additives, and any mineral filler used. Calibrations shall take place a maximum of 10 days prior to application of micro-surfacing. The Contractor shall notify the Engineer a minimum of 3 working days prior to calibration so that City representatives may make arrangements to observe.

The location of calibration shall take place within 25 miles of the City.

For all material calibrated, 3 consecutive runs per gate setting shall be completed and these 3 test runs must not deviate from their combined mathematical average by more than 2.0%.

Calibrations will take place at most once a week or as required by the Engineer and no machine will be allowed to work on the project until the calibration has been completed and/or accepted 3 working days before the start of work. Weigh back tickets shall be submitted at the end of each work day that microsurfacing is placed.

37-3.03C(4) Proportioning

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than 1 kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these Special Provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such

volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

37-3.03C(5) Application Rate of Aggregate

Micro-surfacing spread rates must be within the ranges shown on the following table:

Micro-surfacing Type	Application Range (lb of dry aggregate/sqyd)
Type II	15-18
Type III	20-30

The micro-surfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling, or otherwise shifting of the mixture.

37-3.03C(6) Repair Wheel Path Depressions

When wheel path depressions have a cross section that is deformed 1/2 inch or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box. The depth of the wheel path depression shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for wheel path depressions shall be 1 inch. Wheel path depressions of depths greater than 1 inch shall require multiple applications in each depression. A pneumatic tired roller shall be used after all rut filling operations. The roller shall make 2 passes at slow speed no more than 7 mph. Wheel path depressions having a cross section greater than 1/2 inch and less than 1 inch shall be paid for under the contract bid item “Micro-surfacing (Type III)”.

Wheel path depression repair shall be constructed with a slight crown to allow for initial compaction by traffic on the micro-surfacing.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of 12 hours before additional lifts of micro-surfacing material are placed for rut filling purposes or as surface courses.

37-3.03C(7) Placement

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product, this shall be required for approval in writing 5 working days prior to the start of work.

Micro-sufacing shall be done as part of a 36-hour full-closure and detour. The Contractor shall obtain approval from the City the road closure schedule for full-closure and detour as specified in Section 12-4.02A(3)(b) of this Special Provisions and State Standard Specifications. The Contractor shall notify the Engineer forty-eight (48) hours in advance of the full-closure and detour to be performed on this Contract.

Microsurfacing work shall start at Pleasant Grove Blvd and move southerly on Washington Blvd as shown on the plans.

Contractor shall place and maintain temporary traffic delineation after micro-surfacing until permanent pavement delineation is installed. Temporary delineation shall be refreshed per the direction of the Engineer.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the micro-surfacing. Other suitable methods to avoid double placement of the micro-surfacing will be allowed. Hand tools shall be available to remove spillage. The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro-surfacing will not adhere to or be picked up by the tires of vehicles.

If the micro-surfacing is not capable of supporting unrestricted traffic at the expiration of the road closure hours, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions. Placement of the micro-surfacing shall cease before the expiration of road closure hours as specified in these Special Provisions.

37-3.03C(8) Sweeping

Initial sweeping shall begin 1 day after the micro-surfacing placement. Care shall be taken to avoid unraveling the micro-surfacing. Excessive sweeping will not be allowed.

Seven sweepings shall be considered as included in the contract price paid for micro-surfacing. The first sweeping shall be performed the day after the application is applied. The second sweeping shall be performed 3 days after the micro-surfacing application is applied. The third sweeping shall be performed 5 days after the micro-surfacing application is applied. The forth sweeping shall be performed 7 days after the micro-surfacing is applied. The fifth sweeping shall be performed 10 days after the micro-surfacing is applied. The sixth sweeping shall be performed 15 days after the micro-surfacing is applied. The seventh sweeping shall be performed during the punch list process.

Prior to each sweeping, the Contractor shall contact the Engineer with the street's sweeping schedule. After sweeping takes place, the Contractor shall contact the Engineer for acceptance of the street sweeping.

If the sweeping is not done to the schedule listed above, the Contractor shall pay the liquidated damaged per the provisions of these Special Provisions.

The Contractor shall remove all loose aggregate from the curbs, gutters, driveways, and sidewalks prior to sweeping the roadway surface. The Contractor will be responsible to sweep abutting adjacent areas and haul routes. The Contractor shall have 1 working day to sweep the adjacent areas and haul route when requested in writing by the Engineer.

The Contractor shall sweep the micro-surfaced streets and adjacent areas with a self-propelled vacuum or regenerative air sweeper. Any additional sweepings required to remove excess material shall be performed as directed by the Engineer at no additional expense to the City.

37-3.03C(9) Test Strip

The Contractor shall construct a test strip for evaluation by the Engineer 10 working days prior to the micro-surfacing application. The test strip shall be 500 feet to 1000 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of micro-surfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified. The location of the test strip shall be specified by the City.

The micro-surfacing test strip shall have a break time and shall be able to be open to cross traffic no greater than 1 hour after the micro-surfacing is placed. This time will be reflected on the global projects break time and capability of being open to cross traffic. The global project shall have this break time and shall be able to be open to cross traffic no greater than 1 hour after placement of the micro-surfacing. If the test strip does not meet this requirement the test strip will be rejected and shall be removed at the Contractors expense.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

37-3.03C(10) Repair of Early Distress

If bleeding, raveling, delamination, rutting, or washboarding occurs within 60 days after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

37-3.03D Payment

The payment quantity for micro-surfacing bid items paid for by weight is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity for microsurfacing does not include the weights of added water, mineral filler, and additives.

Weight shall be determined from calibrations and revolutions per day and verified with weight back tickets. The revolutions for each truck shall be submitted to the construction inspector prior to the start of work and the final revolution count shall be submitted to the construction inspector at the end of the day for every day micro-surfacing is applied, work shall not be permitted until these requirements are met.

All weight tickets including aggregate and emulsion tickets shall be turned in on a daily basis. For materials that is stockpiled prior to the start of the project, those tickets are required on a daily basis and at the end of the business day. In that case, upon project completion, weight back tickets are required for the emulsion and leftover stockpile aggregate shall be deducted and removed.

Full compensation for conforming to all requirements specified in section 37-3.03, “Micro-Surfacings” shall be considered as included in the contract unit price paid per ton for “Micro-Surfacing (Type II)”, including temporary delineation.

The City reserves the right to increase, decrease, or delete this item entirely at the discretion of the Engineer. Changes in quantity shall be paid at the unit price specified in the Contractors bid, no additional compensation shall be allowed for changes in quantity. No additional compensation shall be due the Contractor in the event this bid item is deleted entirely.

The Contractor shall use a spread rate of 17 pounds of dry aggregate per square yard to determine the contract bid item for “Micro-surfacing Type II”.

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39 ASPHALT CONCRETE

Add to section 39-2.01A with:

Asphalt concrete pavement shall be Hot Mix Asphalt (Type A) and conform to the applicable provisions in Section 71, “Streets” of the City of Roseville’s Construction Standards and Section 39 of the State Standard Specifications.

In addition to the requirements specified in this section of the State Standard Specifications, the following shall apply: The cost for grading and compaction of existing aggregate base material, where shown on the plans, profiles, and cross sections, shall be included within the price paid for placement of Hot Mix Asphalt (Type A).

Replace *Reserved* in section 39-2.02B(3):

The grade of asphalt binder for Type A HMA must be PG 64-10.

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DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Add to section 51-1.01A:

Drainage inlet (Type G1) shall conform to State Standard Plans

Iron and steel items used for inlet metal plate cover, frame and grate must comply with section 75-2.

Add to section 51-1.04:

The contract unit price paid for Drainage Inlet shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing Drainage Inlet, structure excavation, structure backfill, drainage apron, furnishing and placing all storm drain messages, bar reinforcing steel, miscellaneous iron and steel (frame and grate), as specified on the plans and as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

52 REINFORCEMENT

Add to section 52-1.04:

Payment for steel reinforcement used for drainage inlet is included in the payment for various types of drainage inlets involved.

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DIVISION VII DRAINAGE FACILITIES

70 MISCELLANEOUS DRAINAGE FACILITIES

Add to section 70-1.01:

Bike path underdrain of the sizes, lengths, and materials shown on the plans shall conform to Section 101 of the City of Roseville Construction Standards.

Grates/lids furnished for the bike path underdrain will be gray iron, meeting ASTM-A48 Class 35-B for heavy-duty use. Grate shall be a slip resistant, vented lid with openings no larger than ¼". Grates shall match cross slope grade of the multiuse path. Grade concrete channel to flow out as shown on the plans.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace section 77-1 with:

77-1 RECYCLE WATER SYSTEM

Existing recycle water blow-off valve cover shall be adjusted to grade per the provisions in Section 141, " Recycle Water System Construction" of the City of Roseville's Construction Standards and Section 15 of the State Standard Specifications.

77-2 PAYMENT

The contract unit price paid for "Adjust Blow-off Cover to Grade" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals as specified on the plans and as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

^^

80 FENCES

Add to section 80-3.02B:

Place 3M white retroreflective tape, or equal, to fence post as noted on the plans.

Replace *medium or dark green* in the 1st paragraph of section 80-3.02C with:

black

Replace section 80-4 with:

80-4 POST AND CABLE FENCE

83-4.01 General

Post and cable fence shall be installed at the location shown on the plan. Post and cable fence shall conform to Section 80 "Fences" of the State Standard Specifications and City of Roseville Parks, Recreation and Libraries Department, Standard Details PK-41.

83-4.02 Payment

The contract price paid per lineal feet for Post and Cable Fence includes full compensation for meeting all of the provisions of this section, furnishing all labor, materials, tools, equipment and incidentals, and for all work required in constructing posts, cable, installing supplied lock, and placing post holes as shown on the Drawings, as specified in these Special Provisions or as directed by the Engineer and no additional compensation will be made therefor.

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DIVISION IX TRAFFIC CONTROL DEVICES

83 RAILINGS AND BARRIERS

Replace section 83-5 with:

83-5 BIKE RAIL

83-5.01 General

Bike rail shall be installed at the location as shown on the plans and shall conform to Section 83 of the State Standard Specifications.

83-5.02 MEASUREMENT AND PAYMENT

The contract unit price paid for Bike Rail includes full compensation for meeting all of the provisions of this section, furnishing all labor, materials, tools, equipment and incidentals necessary to complete work, as shown on the Drawings, as specified in these Special Provisions or as directed by the Engineer and no additional compensation will be made therefor.

Replace section 83-11.04 with:

83-11.04 PEDESTRIAN BRIDGE RAILING REHABILITATION

83-11.04A General

Section 83-11.04 includes specifications for removing, cleaning, painting and reinstalling the existing pedestrian bridge railing at South Branch Pleasant Grove Creek as shown on the plan.

Attention is directed to Section 10-1.03 of the Standard Specifications and these Special Provisions for allowable time working on the creek.

83-11.04B Materials

Not Used

83-11.04C Construction

Removal

The existing pedestrian railing shall be carefully removed and set aside at a location approved by the Engineer .

Cleaning and Painting

All surfaces shall be blast cleaned and treated to assure maximum paint adherence, prior to application of the shop prime coat as applicable for the type of substrate, exposure, and application.

The finish coat color shall match the color of the existing pedestrian railing. The Contractor shall submit a paint sample to the Engineer for approval.

Installation

After blast cleaning and painting, reinstall the pedestrian railing to its existing location.

Field Painting

After installation, exposed painted surfaces and other abraded or damaged primed surfaces shall be prepared as required and touched up with an additional coat of the same primers for ferrous and galvanized surfaces as hereinbefore specified for shop painting.

Lightly sand and feather out such damaged surfaces so that paint touch-up becomes invisible. Spray-paint all touch-up work.

83-11.04D Payment

The contract lump sum price paid for Pedestrian Bridge Railing Rehabilitation includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, cleaning, painting and reinstalling the existing bridge railing as specified in these special provisions, and as directed by the Engineer.

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84 MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 84-2.03A:

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after the Micro-surfacing.

Add to section 84-10 with:

84-10 PAVEMENT MARKING (GREEN)

84-10.01 General

Pavement Marking (Green) shall consist of methyl methacrylate resins with hardwearing aggregate and premium pigments, MMax EF Green Corundum by Ennis-Flint or approved equal. Color lane treatment shall be applied per manufacturer's instructions.

84-10.2 MEASUREMENT AND PAYMENT

The contract price paid per square foot for Pavement Marking (Green) shall be considered full compensation for meeting all of the provisions of this section, furnishing all labor, materials and equipment necessary to complete the work, as shown on the plans and specified herein. No additional compensation will be made therefor.

^^

91 PAINT

Add to section 91-4.02A:

The Contractor shall prepare the surface in accordance with manufacture's specifications.

APPENDIX A

CEQA Mitigation Monitoring and Reporting Program for the Washington Boulevard/Andora Bridge Improvement Project

September 2019

Washington Boulevard/Andora Bridge Improvement Project

SCH # 2016092028

MITIGATION MONITORING AND REPORTING PROGRAM

Introduction

Public Resources Code section 21081.6 and section 15097 of the California Environmental Quality Act (CEQA) Guidelines require public agencies to adopt a monitoring or reporting program for projects approved on the basis of an environmental impact report that requires implementation of mitigation measures as part of project approval.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Washington Boulevard/Andora Bridge Improvement Project (proposed project). The intent of the MMRP is to aid the City of Roseville with its implementation and monitoring of mitigation measures adopted from the Washington Boulevard/Andora Bridge Improvement Project Final Environmental Impact Report (EIR).

Mitigation Measures

The following mitigation measures are from the Washington Boulevard/Andora Bridge Improvement Project Final EIR and are the responsibility of the City to implement. The MMRP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

MMRP Components

The components of the attached table, which contains applicable mitigation measures, are addressed briefly, below.

Impact: This column summarizes the impact stated in the Final EIR.

Mitigation Measure: All mitigation measures identified in the Washington Boulevard/Andora Bridge Improvement Project Draft EIR are presented, as revised in the Final EIR.

Action(s): For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure for specifics.

Implementing Party: This item identifies the entity that will undertake the required action.

Timing: Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

Monitoring Party: The City of Roseville Department of Public Works is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City of Roseville, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Other agencies, such as the California Department of Fish and Game, may also be responsible for monitoring the implementation of mitigation measures. As a result, more than one monitoring party may be identified.

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Visual/Aesthetics					
Impact AES-5: Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area	**Mitigation Measure AES-5.1: Minimize Fugitive Light from Portable Sources Used for Construction** At a minimum, the construction contractor will minimize project-related light and glare to the maximum extent feasible, given safety considerations. Color-corrected halide lights will be used. Portable lights will be operated at the lowest allowable wattage while meeting safety requirements and portable lighting will only be raised to a height required to adequately aluminate the work area. All construction lights will be directed downward toward work activities and away from the night sky and particularly residential areas, to the maximum extent possible. The number of nighttime lights used will be minimized to the greatest extent possible.	Minimize project-related light and glare to the maximum extent feasible,	Construction Contractor	During night construction work	City of Roseville Development Services Department
Biological Resources					
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources** Prior to construction, the City's contractor will install high-visibility orange construction fencing and/or flagging, as appropriate, along the perimeter of the work area adjacent to Environmentally Sensitive Areas (ESAs) (e.g., riparian vegetation, wetlands, streams, special-status species habitat, elderberry shrub, and active bird nests). The City will ensure that the final construction plans show the locations where fencing will be installed. The plans also will define the fencing installation procedure. The City or contractor (at the discretion of the City) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. All temporary fencing will be removed upon completion of construction.	Identify ESAs on improvement plans, protect in the field during construction and identify and limit construction site boundaries the field.	Design team and Contractor	Plan check and construction	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.2: Conduct Environmental Awareness Training for Construction Personnel** Before any work occurs within the project limits, including equipment staging, grading, and tree and/or vegetation removal (clear and grub), the City will retain a qualified biologist (familiar with the resources in the area) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel (contractors and subcontractors) prior to beginning construction to brief them on the need to avoid effects on sensitive biological resources adjacent to construction areas and the penalties for not complying with applicable state and federal laws and permit requirements. The biologist will inform all construction personnel about the life history and habitat requirements of special-status species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the Biological Opinion or other authorizing document (e.g. letter of concurrence). The environmental training will also cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction.	Conduct environmental awareness training for construction personnel.	City of Roseville Development Services Department	Prior to construction	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.3: Retain a Qualified Biologist to Conduct Preconstruction Surveys and Periodic Monitoring during Construction in Sensitive Habitats** The City will retain a qualified biologist to conduct periodic site visits during construction activities that involve ground disturbance (e.g., vegetation removal, grading, excavation, shoofly track construction) within or adjacent to ESAs. The timing and frequency of this monitoring will be determined through coordination with the City or as determined by the project permits. The purpose of the monitoring is to ensure that measures identified in this report are properly implemented to avoid and minimize effects on sensitive biological resources and to ensure that the project complies with all applicable permit requirements and agency conditions of approval. The biologist will ensure that fencing around ESAs remains in place during construction and that no construction personnel, equipment, or runoff/sediment from the construction area enters ESAs.	Conduct Preconstruction Surveys and Periodic Monitoring during Construction in Sensitive Habitats	City of Roseville Development Services Department	Prior to construction	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Non-Wetland Waters** The City will comply with all construction site BMPs specified in the Storm Water Pollution Prevention Plan, and any other permit conditions to minimize the introduction of construction-related contaminants and mobilization of sediment in wetlands and non-wetland waters in and adjacent to the project area. These BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-stormwater management, and waste management practices. The BMPs will be based on the best conventional and best available technology. The City will obtain a Section 401 Water Quality Certification from the Central Valley RWQCB and a Lake or Streambed Alteration Agreement from CDFW, which will contain BMPs and water quality measures to ensure the protection of water quality. These permit condition and BMPs will be implemented as part of the project.	Implement water quality BMPs and applicable resource permit conditions consistent with the project's approved Storm Water Pollution Prevention Plan and this MMRP.	Contractor	During construction	City of Roseville Development Services Department

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.5: Compensate for Direct Impacts on Vernal Pool Branchiopod Habitat (Phase 2)** The City will compensate for direct impacts on vernal pool fairy shrimp and vernal pool tadpole shrimp (vernal pool branchiopod) habitat by purchasing the appropriate habitat credits at a USFWS-approved mitigation or conservation bank. The habitat impacts will be mitigated at a 2:1 ratio (2 acres preserved for every 1 acre affected). Mitigation and conservation banks in Placer County that sell vernal pool branchiopod credits are Locust Road Mitigation Bank, Toad Hill Ranch Mitigation Bank, and Western Placer Schools Conservation Bank. Based on the current project design, the City will purchase 0.16 acre of mitigation credits to compensate for direct impacts on 0.08 acre of vernal pool branchiopod habitat. The mitigation ratio and associated acreage may be modified based on the Biological Opinion, which will dictate the ultimate compensation for this federally listed species	Purchase mitigation credits to compensate for impacts to vernal pool branchiopod habitat.	City of Roseville Development Services Department	Prior to impacts to vernal pool branchiopod habitat	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.6: Install a No-Disturbance Buffer around the Elderberry Shrub (Phase 2)** In conjunction with Mitigation Measure BIO-1.1, *Install Fencing and/or Flagging to Protect Sensitive Biological Resources*, the City will ensure that a minimum 4-foot-tall, temporary plastic mesh-type construction fence (Tensor Polygrid or equivalent) is installed between the work area and the elderberry shrub to be protected. In addition to the exclusion fencing, k-rail (concrete or plastic) will be installed between the elderberry shrub and the work area to protect this shrub from inadvertent damage during construction and removal of the shoofly track. The biologist shall monitor the installation of k-rail protection. This fencing is intended to prevent encroachment by construction vehicles and personnel. The exact location of the fencing and k-rail shall be determined by a qualified biologist, with the goal of protecting habitat for valley elderberry longhorn beetle. The fencing shall be strung tightly on posts set at a maximum interval of 10 feet. The fencing shall be checked regularly and maintained until all construction is complete. This exclusion fencing shall be marked by a sign stating: *This is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the federal Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment.* No construction activity, including grading, will be allowed until this condition is satisfied. The fencing and a note reflecting this condition will be shown on the construction plans and specifications.	Install protections for elderberry shrubs, including fending, k-rail and signage. Regularly inspect protections and exclude construction vehicles and personnel from the area.	Qualified biologist, Contractor and Construction Inspector	Prior to Phase 2 construction of shoefly	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.7: Conduct a Preconstruction Survey for Northern Western Pond Turtle and Exclude Turtles from the Work Area** To avoid and minimize impacts on northern western pond turtles, the City will retain a qualified wildlife biologist to conduct a preconstruction survey within 48 hours of disturbance in suitable aquatic and upland habitats. The survey objectives are to determine the presence or absence of pond turtles in the vicinity of the construction work area and to determine if additional monitoring for pond turtles is necessary during construction to avoid entrapment of pond turtles during installation of stream diversion materials. If possible, the survey will be timed to coincide with the time of day and year when turtles are most likely to be active (during the cooler part of the day from 8:00 a.m. to 12:00 p.m. during spring, summer, and late summer). Prior to conducting presence/absence surveys, the biologist will locate the microhabitats for turtle basking (logs, rocks, and brush thickets) and determine a location to quietly observe turtles. The survey will include a 15-minute wait time after arriving on site to allow startled turtles to return to open basking areas. The survey will consist of a minimum 15-minute observation time per area where turtles could be observed. If turtles are observed during the preconstruction survey or at any time during construction and they cannot be avoided, they will be either hand-captured or trapped and then relocated outside the construction area to appropriate aquatic habitat by a biologist with a valid memorandum of understanding from CDFW and as determined during coordination with CDFW. If an active turtle nest is found, the biologist will coordinate with CDFW to determine the appropriate avoidance measures.	Perform preconstruction surveys for northern western pond turtle and exclude turtles from the work area	Qualified biologist	Prior to construction	City of Roseville Development Services Department
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.8: Conduct Vegetation Removal during the Non-breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors** Where vegetation removal is required to construct project features, the City will conduct this activity during the nonbreeding season for migratory birds and raptors (generally between September 1 and February 28), to the extent feasible. If construction activities (including vegetation removal) cannot be confined to the nonbreeding season, the City will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The migratory bird and raptor nesting surveys will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all trees and shrubs that provide suitable nesting habitat in the construction area. In addition, a 500-foot area around the construction area will be surveyed for nesting raptors and a 50-foot area around the construction area will be surveyed for songbirds. One survey should occur within 14 days prior to construction and the second survey within 48 hours prior to the start of construction or vegetation removal. If no active nests are detected during these surveys, no additional measures are required. If an active nest is found in the survey area, a no-disturbance buffer will be established around the nest site to avoid disturbance or destruction of the nest until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with USFWS and CDFW, and will depend on the level of construction disturbance, line-of-sight between the nest and the	Conduct vegetation removal during the non-breeding season and/or conduct preconstruction surveys for nesting migratory birds and raptors and protect active nests in consultation with CDFW.	Contractor and City of Roseville Development Services Department	Conduct vegetation removal during the non-breading season (between September 1 and February 28) or conduct nesting surveys to determine allowable construction work windows.	City of Roseville Development Services Department

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
	disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.				
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.9: Conduct Preconstruction Surveys for Roosting Bats and Implement Protection Measures** To obtain the highest likelihood of detection, the following preconstruction bat surveys will be conducted within and adjacent to the construction area for each construction season. If the surveys determine that bats are roosting in the construction area, the City will implement the protective measures described below. • Conduct Preconstruction Tree Surveys Prior to tree removal or pruning, qualified biologists will examine trees to be removed or pruned for suitable bat roosting habitat. High-value habitat features (e.g., large tree cavities, basal hollows, loose or peeling bark, and larger snags,) will be identified, and the area around these features will be searched for bats and bat sign (e.g., guano, culled insect parts, and staining). All mature broadleaf trees should be considered potential habitat for solitary foliage-roosting bat species. If bat sign is detected, biologists will conduct evening visual emergence survey of the source habitat feature, from a half hour before sunset to 1–2 hours after sunset for a minimum of 2 nights during the season that construction would be taking place. Night-vision goggles and/or full-spectrum acoustic detectors will be used during emergence surveys to assist in species identification. All emergence surveys will be conducted during favorable weather conditions (calm nights with temperatures conducive to bat activity and no precipitation predicted). Survey methodology may be supplemented as new research identifies advanced survey techniques and equipment that would aid in bat detections. • Identify Protective Measures for Bats Using Trees If it is determined that bats are using trees within or adjacent to the construction area as roost sites, the City (or its designated contractor) will coordinate with CDFW to identify protective measures to avoid and minimize impacts on roosting bats based on the type of roost and timing of activities. These measures could include the following measures. • If feasible, tree removal and pruning of trees containing an active roost will be avoided between April 1 and September 15 (the maternity period) to avoid impacts on reproductively active females and dependent young. • If a maternity roost is located, whether solitary or colonial, that roost will remain undisturbed until September 15 or until a qualified biologist has determined that the roost is no longer active. • If avoidance of nonmaternity roost trees is not possible, tree removal or pruning will be monitored by a qualified biologist. Prior to removal or pruning, the tree will be gently shaken, and several minutes should pass before felling trees or pruning limbs to allow bats time to arouse and leave the tree. The tree then will be removed in pieces, rather than felling the entire tree. The biologists will search downed vegetation for dead and injured bats. The presence of dead or injured bats that are species of special concern will be reported to CDFW. • Conduct Preconstruction Surveys of Culverts Prior to any work to replace, extend, or remove culverts, a qualified biologist will inspect box and pipe culverts for the presence of roosting bats. The biologist will conduct a daytime inspection/survey of box culverts for bat sign or occupancy to determine whether the structure is being used as a roost. Biologists conducting daytime surveys will listen for audible bat calls and will use the naked eye, binoculars, telescoping inspection mirror, and a high-powered spotlight to inspect culverts, and mud nests if present, for bats. Surfaces and the ground around the culvert will be surveyed for bat sign, such as guano, staining, and prey remains. Pipe culverts will be inspected from the exterior using the methods listed. If no suitable features are found, and no bats or bat sign are present, then a preconstruction survey within 24 hours prior to construction will be conducted. If suitable features are found, and bats or bat sign are present, additional surveys may be conducted to determine how the culvert is used by bats (i.e., whether it is used as a night roost, maternity roost, migration stopover, or for hibernation). • Implement Protective Measures for Bats Using Culverts To avoid disturbance, injury, or mortality of bats utilizing culverts for roosting, the City (or its contractor) will conduct all work on these structures during the day (to the extent possible and where appropriate). If this is not possible, portable lights will be used to illuminate the roosting areas prior to and after sunset to deter bats from roosting during nights when work will occur.	Conduct preconstruction surveys for roosting bats and implement protection measures in consultation with CDFW.	City of Roseville Development Services Department	Prior to construction of culverts and/or vegetation removal	City of Roseville Development Services Department

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Impact BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-1.10: Modify Existing Structures during the Non-Breeding Season for Structure-Nesting Migratory Birds or Implement Exclusion Measures to Deter Nesting** To avoid impacts on nesting swallows and other structure-nesting migratory birds that are protected under the Migratory Bird Treaty Act and the California Fish and Game Code, the City will modify existing structures after the conclusion of the bird nesting period (February 1 through August 31). Construction, modification, or disturbance of existing box culvert structures after the nesting period has concluded is strongly preferred; however, if this is not possible, the City will implement the following avoidance measures. Prior to the start of each phase of construction, the City (or its contractor) will hire a qualified wildlife biologist to inspect any box culvert that would be modified or disturbed during the nonbreeding season (September 1 through February 1). If nests are found and are determined to be inactive (abandoned), they shall be removed. After inactive nests are removed and prior to construction from February 1 to August 31, the undersides of the portion of the culvert to be modified or disturbed will be covered with a suitable exclusion material that will prevent birds from nesting (i.e., 0.5- to 0.75-inch mesh netting, plastic tarp, expandable foam sealant, or other suitable material safe for wildlife). All exclusion devices will be installed before February 1 and will be monitored throughout the breeding season (typically several times a week). The exclusion material will be anchored so that swallows cannot attach their nests to the structures through gaps in the net. Exclusion devices for birds will be installed in a manner that does not entrap day- roosting bats. As an alternative to installing exclusion materials on a culvert, the City may hire a qualified biologist or qualified wildlife management specialist to remove nests as the birds construct them and before any eggs are laid. Visits to the site would need to occur daily throughout the breeding season (February 1 through August 31) because swallows can complete a nest in a 24-hour period. If exclusion material is not installed on structures prior to February 1 or manual removal of nests is not conducted daily, and migratory birds colonize a culvert, removal or modification to that portion of the culvert may not occur until after August 31, or until a qualified biologist has determined that the young have fledged and the nest is no longer in use. If appropriate steps are taken to prevent swallows from constructing new nests as described in the preceding measures, work can proceed at any time of the year.	Modify existing structures during the non-breeding season for structure-nesting migratory birds and/or implement exclusionary measures to deter nesting; and/or, conduct appropriate nesting surveys to confirm nesting absence prior to demolition/construction.	Qualified Biologist, Contractor and City of Roseville Development Services Department	Conduct structure demolition (Andora Bridge) and/or modifications (i.e., culvert extensions) during the non-breading season (between September 1 and February 28); or, conduct nesting surveys to determine allowable construction work windows.	City of Roseville Development Services Department
Impact BIO-2: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	**Mitigation Measure BIO-2.1: Compensate for the Loss of Riparian Communities** To compensate for the total loss of approximately 1.73 acres of riparian communities, prior to commencement of each construction phase, the City will purchase credits at an approved mitigation bank to ensure no net loss of riparian habitat functions and values. The City will purchase credits at a 3:1 ratio, which would require purchasing a total of approximately 5.19 acres of riparian habitat credits from an approved mitigation bank. This ratio and acreage will be confirmed during the review of future engineering drawings for each project phase and may be modified during the CDFW Section 1602 permitting process (if actual increase or decrease) which will dictate the ultimate compensation. The City will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. The amount to be paid will be the fee that is in effect at the time the fee is paid.	Purchase mitigation credits to compensate for impacts to riparian communities.	City of Roseville Development Services Department	Prior to impacts to riparian habitat	City of Roseville Development Services Department
Impact BIO-3: Have a substantial adverse effect on federally protected wetlands and non-wetland waters as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, streams etc.) through direct removal, filling, hydrological interruption, or other means	**Mitigation Measure BIO-3.1: Avoid and Minimize Disturbance of Waters of the United States/Waters of the State** To the extent possible, the City will avoid and minimize impacts on waters of the United States and waters of the State by implementing the following measures. These measures will be incorporated into contract specifications and implemented by the construction contractor. • Avoid construction activities in saturated or ponded natural wetlands and drainages during the wet season (spring and winter) to the maximum extent possible. • Stabilize streams/drainages immediately upon completion of construction activities. Other waters of the United States will be restored in a manner that encourages vegetation to re-establish to its pre-project condition and reduces the effects of erosion on the drainage system. • Remove any trees, shrubs, debris, or soils that are inadvertently deposited below the OHWM of streams/drainages in a manner that minimizes disturbance of the bed and bank. • Complete all activities promptly to minimize their duration and resultant impacts.	Ensure contract specifications include requirements to minimize impacts to waters of the U.S. and of the State during construction.	Design team, City of Roseville Development Services Department	At plan check and during construction.	City of Roseville Development Services Department
Impact BIO-3: Have a substantial adverse effect on federally protected wetlands and non-wetland waters as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, streams etc.) through direct removal, filling, hydrological interruption, or other means	**Mitigation Measure BIO-3.2: Compensate for the Permanent Loss of Waters of the United States/Waters of the State** To compensate for the total (Phases 1 and 2) permanent loss of approximately 0.19 acre of waters of the United States and waters of the State, prior to each project phase and consistent with permit requirements the City will purchase credits at an approved mitigation bank to ensure no net loss of wetland functions and values. Mitigation banks with service areas for Placer County that sell credits that satisfy USACE wetland and USFWS requirements include Sacramento River Ranch Mitigation Bank, Locust Road Mitigation Bank, and Toad Hill Ranch Mitigation Bank. The wetland compensation ratio will be a minimum of 1:1 (1 acre of wetland habitat credit for every 1 acre of impact) to ensure no net loss of wetland habitat functions and values. The City will also implement the conditions and requirements of state and federal permits that will be obtained for the proposed project. The actual mitigation ratio and associated credit acreage may be modified based on USACE and RWQCB permitting which will dictate the ultimate compensation for permanent impacts to waters of the United States/waters of the State.	Purchase mitigation credits to compensate for impacts to waters of the U.S/waters of the State.	City of Roseville Development Services Department	Prior to impacts to waters	City of Roseville Development Services Department

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Cultural and Tribal Resources					
Impact CUL-2: Potential to cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5	**Mitigation Measure CUL-2.1: Stop Work if Cultural Resources are Encountered During Ground-Disturbing Activities** If buried cultural resources such as chipped or ground stone, historic debris, or building foundations, are inadvertently discovered during ground-disturbing activities, work will stop in that area and within a 100-foot radius of the find until a qualified archaeologist can assess the significance of the find and, if necessary, develop a response plan, with appropriate treatment measures, in consultation with the City, SHPO, and other appropriate agencies. Preservation in place shall be the preferred treatment method per State CEQA Guidelines Section 15126.4(b) (avoidance, open space, capping, easement). Data recovery of important information about the resource, research, or other actions determined during consultation, is allowed if it is the only feasible treatment method.	Stop work if cultural resources are encountered during ground-disturbing activities and have a qualified archaeologist evaluate the find and develop a response plan.	Contractor, Qualified Archaeologist, and City of Roseville Development Services Department	During construction	Contractor, City of Roseville Development Services Department
Impact CUL-3: Disturbance of any human remains, including those interred outside of formal cemeteries	**Mitigation Measure CUL-3.1: Implement appropriate treatment for discovery of human remains** In the event that human remains are discovered, all work will cease in the vicinity (minimum of 100 feet) of the find and the Placer County coroner will be notified immediately. If the coroner determines the remains to be Native American in origin, the coroner will be responsible for notifying the NAHC, which will appoint a MLD (Public Resources Code Section 5097.99). The City and MLD will make all reasonable efforts to develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects (14 CCR 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The MLD will have 48 hours after notification by the NAHC to make their recommendation (Public Resources Code Section 5097.98). If the MLD does not agree to the reburial method, the project will follow Public Resources Code Section 5097.98(b), which states, “The landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.”	Implement appropriate treatment for discovery of human remains and contact the Placer County coroner. If remains are Native American, the coroner shall contact the NAHC which will appoint an MLD to provide treatment recommendations. Develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects and implement provision of the agreement.	Qualified Archaeologist, County Coroner, NAHC, MLD, and City of Roseville Development Services Department	During construction	City of Roseville Development Services Department
Geology and Soils					
Impact GEO-4: Placement of project-related facilities on expansive soil, creating substantial risks to life or property	**Mitigation Measure GEO-4.1: Prepare Soil Report or Geotechnical Investigation and Implement Recommendations** The City will ensure that a soil report or geotechnical investigation be prepared that identifies the locations of expansive soils on the site. The project design will include the recommendations of the studies, such as a soil replacement and lime treatment, to avoid the effects of excessive soil expansion and contract on pavements, sound walls, and project elements.	Prepare a soil report or geotechnical Investigation and implement design and construction recommendations.	Design engineer, City of Roseville Development Services Department	At plan check and during construction.	City of Roseville Development Services Department
Impact GEO-6: Direct or indirect destruction of a unique paleontological resource or site or unique geologic feature	**Mitigation Measure GEO-6.1: Cease Work until Review Conducted by Qualified Paleontologist and Recommendations Implemented** Should any evidence of paleontological materials (e.g., fossils) be encountered during grading and excavation, work will be suspended within 100 feet of the find, and the City will be immediately notified. At that time, the City will coordinate all necessary investigations of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor will implement any measures deemed necessary by the paleontologist for the protection of paleontological resources.	Stop work if paleontological materials are encountered during construction and have a qualified paleontologist assess the resource, provide proper management recommendations and implement recommendations.	Contractor, Qualified Paleontologist, and City of Roseville Development Services Department	During construction	Contractor, City of Roseville Development Services Department
Impact GEO-6: Direct or indirect destruction of a unique paleontological resource or site or unique geologic feature	**Mitigation Measure GEO-6.2: Prepare and Implement a Worker Education Program for those Involved with Earthwork** A worker education program, prepared by a qualified professional paleontologist, will review applicable local, state, and federal ordinances, laws, and regulations pertaining to paleontological resources, the types of fossils that can be encountered and their general appearance, discuss site avoidance requirements and notification procedures to be followed in the event that unanticipated paleontological resource is found during construction, and discussion disciplinary and other actions that can be taken against persons violating such laws.	Prepare and implement a worker education program for those involved with earthwork.	Contractor and City of Roseville Development Services Department	Prior to and during construction	City of Roseville Development Services Department
Hazards and Hazardous Materials					
Impact HAZ-1: Creation of a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, including lead based paint, aerially deposited lead, traffic striping, and treated wood waste	**Mitigation Measure HAZ-1.1: Develop a Lead Abatement Plan** Any thermoplastic traffic striping, soils affected by lead, and painted concrete on the Andora Underpass to be removed for disposal, or other waste material from the painted portions of the bridge (e.g., sandblasting waste) must be handled and disposed of prior to demolition or significant renovation. The abatement plan will provide for a California-certified asbestos consultant and California Department of Health Services-certified lead project designer to prepare hazardous materials specifications for abatement of the LBP, ADL, and traffic striping. This specification should be the basis for selecting qualified contractors to perform the proposed lead abatement work. Abatement of hazardous materials will be completed prior to any work on structures and facilities.	Prepare and implement a lead abatement plan.	Contractor and City of Roseville Development Services Department	Prior to and during construction	City of Roseville Development Services Department

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Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Impact HAZ-1: Creation of a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, including lead based paint, aerially deposited lead, traffic striping, and treated wood waste	**Mitigation Measure HAZ-1.2: Perform Soil Testing and Appropriately Dispose of Soils Contaminated with ADL** Construction contract specifications will provide that if soils adjacent to the roadway are to be disturbed, the City or its contractors will conduct further investigations and screening for ADL to assess the extent of hazardous ADL concentrations within the project alignment along shoulder areas on both sides of Washington Boulevard, beyond the Andora Underpass. If soils contain ADL in excess of established thresholds, soils will be handled in a manner compliant with the City CUPA regulatory requirements and disposed of properly.	Perform soil testing and appropriately dispose of soils contaminated with ADL.	Contractor and City of Roseville Development Services Department	Prior to and during construction	City of Roseville Development Services Department
Hydrology and Water Quality					
Impact WQ-2: Substantial depletion of groundwater supplies or substantial interference with groundwater recharge Impact WQ-3: Substantial alteration of existing drainage patterns in a manner that would result in substantial erosion or siltation onsite or offsite Impact WQ-4: Substantial alteration of existing drainage patterns in a manner that would result in flooding onsite or offsite	**Mitigation Measure WQ-2.1: Provide a System to Meet NPDES Post-Construction Stormwater Runoff Requirements** **(Note: Mitigation Measures WQ-2.1 also applies to Impact GEO-2)** The City will prepare a post-construction stormwater management plan as a separate document to demonstrate how the integrated measures of each construction phase will satisfy NPDES requirements. The post-construction requirements of the West Placer Stormwater Quality Design Manual, which was prepared consistent with the State of California Phase II Small MS4 General Permit, are: • Infiltrate impervious surface runoff on-site from the post-construction 85th percentile 24-hour storm event. • Treatment of runoff that cannot be infiltrated on-site shall follow EPA guidance regarding green infrastructure to the extent feasible (U.S. Environmental Protection Agency 2008). • Where the addition of traffic lanes results in an alteration equal to or greater than 50% of the impervious surface of an existing street or road, runoff from the entire project (consisting of all existing, new, and/or replaced impervious surfaces) must be included in the treatment system design. • Where the addition of traffic lanes results in an alteration of less than 50% of the impervious surface of an existing street or road, only runoff from the new, and/or replaced impervious surface must be included in the treatment system design.	Prepare a post-construction stormwater management plan to demonstrate how the integrated measures of each construction phase will satisfy NPDES requirements consistent with the West Placer Stormwater Quality Design Manual.	City of Roseville Development Services Department	Prior to each construction phase.	City of Roseville Development Services Department
Noise					
Impact NOI-1: Exposure of persons to or generation of noise levels in excess of applicable standards Impact NOI-4: : Creation of a substantial temporary or periodic increase in existing ambient noise levels in the project vicinity.	**Mitigation Measure NOI-1.1: Employ Noise-Reducing Construction Practices** **(Note: Mitigation Measure NOI-1.1 also applies to Impact NOI-4)** When possible, the use of noise-generating construction equipment will be avoided outside of exempt hours in the City of Roseville. When not possible, construction contractors will specify noise-reducing construction practices that will be employed to reduce construction noise from construction activities that would occur during non-exempt hours. Measures specified by the contractors will be reviewed and approved by the City prior to construction activities. Measures that can be used to limit noise include, but are not limited to, those listed below. • Locate construction equipment as far as feasible from noise-sensitive uses. • Require that all construction equipment powered by gasoline or diesel engines have sound control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation. • Do not idle inactive construction equipment for prolonged periods (i.e., more than 5 minutes). • Prohibit gasoline or diesel engines from having unmuffled exhaust systems. • Ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, intake silencers, ducts, engine enclosures, acoustically attenuating shields or shrouds) wherever feasible.	Employ noise-reducing construction practices; City to review and approve contractor proposed methods.	Contractor, City of Roseville Development Services Department	Prior to and during construction	City of Roseville Development Services Department
Impact NOI-2: Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels	**Mitigation Measure NOI-2.1: Construction Vibration Control Measures** A construction vibration control plan will be prepared to reduce construction vibration levels at the adjacent residential land uses. The plan will require that the construction contractor conduct project construction such that groundborne vibration generated by construction is not readily perceptible at the adjacent residences (less than 0.04 PPV in/sec), where feasible. Measures specified by the contractors will be reviewed and approved by the City for feasibility prior to construction activities utilizing a pile driver or vibratory roller. Measures that can be employed to reduce vibration include: • Operating heavy equipment as far as practical from residential uses. • The use of smaller equipment or equipment that generates less vibration (e.g. using a non-vibratory roller in place of a vibratory roller) when construction activity must occur within approximately 80 feet of an existing residence. • Limiting pile-driving activity to the extent feasible, and implementing “quiet” pile-driving technology (such as predrilling piles or using sonic or vibratory pile drivers) to the extent possible.	Employ vibration-reducing construction practices; City to review and approve contractor proposed methods.	Contractor, City of Roseville Development Services Department	Prior to and during construction	City of Roseville Development Services Department

Washington Boulevard/Andora Bridge Improvement Project, Mitigation Monitoring and Reporting Program					
Impact	**Mitigation Measures**	**Action(s)**	**Implementing Party**	**Timing**	**Monitoring Party**
Transportation/Traffic					
Impact TRA-1: Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system	**Mitigation Measure TRA-1.1: Modify Traffic Signal Timing at the Washington Boulevard/Pleasant Grove Boulevard Intersection by Shifting 6 Seconds of Green Light Time from the Northbound Left-Turn Movement to the Southbound Through Movement (Phase 2)** This mitigation measure will reallocate green light time on the Washington Boulevard north/south approaches to better match travel demand. It will not alter green light time, splits, or offsets on the coordinated east/west Pleasant Grove Boulevard approaches. Table 3.16-9 shows that this mitigation will reduce the PM peak hour delay from 70 to 56 seconds per vehicle (see the transportation study in Appendix B). Although operations would technically remain in the LOS E range, the delay at the Washington Boulevard/Pleasant Grove Boulevard intersection would be within 1 second of LOS D, which is considered acceptable. Nonetheless, this impact would remain significant and unavoidable	Modify traffic signal timing at the Washington Boulevard/Pleasant Grove Boulevard intersection by shifting 6 seconds of green light time from the northbound left-turn movement to the southbound through movement.	City of Roseville Development Services Department	Following Phase 2 improvements	City of Roseville Development Services Department

APPENDIX B

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

July 2, 2020

Regulatory Division (SPK-2018-00108)

City of Roseville
Attn: Ms. Stefanie Kemen
311 Vernon Street
Roseville, California 95678
skemen@roseville.ca.us

Dear Ms. Kemen:

We are responding to your November 21, 2019, pre-construction notification for a Department of the Army (DA) Nationwide Permit (NWP) verification for the Washington Boulevard/Andora Bridge Improvement Project. The approximately 0.85-mile-long improvement project is located between Sawtell Road and Pleasant Grove Boulevard, along Washington Boulevard and Union Pacific Railroad's (UPRR) Andora bridge, Latitude 38.767632°, Longitude -121.301758°, in the City of Roseville, Placer County, California..

Based on the information you provided to this office, Phase 1 of the Washington Boulevard/Andora Bridge Improvement Project involves the discharge of 745 cubic yards of dredged and/or fill material into 0.03 acre of waters of the United States (WOUS) to replace three existing culverts and install one new double culvert, subject to Section 404 of the Clean Water Act. The specific activities that require DA authorization are trenching, backfilling, and de-watering associated with proposed work in WOUS. Crossing 1 would result in the permanent discharge of approximately 273 cubic yards (0.005 acre) of fill material in WOUS, crossing 2 would result in the permanent discharge of approximately 155 cubic yards (0.01 acre) of fill material in WOUS, crossing 3 would result in the permanent discharge of approximately 254 cubic yards (0.015 acre) of fill material in WOUS, and crossing 4 would result in the permanent discharge of approximately 63 cubic yards (0.005 acre) of fill material in WOUS. The proposed activity would also result in temporary fills in approximately 0.01 acre of wetland (located along the banks of streams) and 0.01 acre of open water stream. The proposed activities would be conducted in accordance with the enclosed *City of Roseville: Washington Boulevard/Andora Widening Project* drawings (enclosure 1), Sheets 3 and 4, dated March 13, 2019, prepared by Mark Thomas & Company, Inc.

We have determined that activities in waters of the U.S. associated with the project are authorized by *NWP 14 - Linear Transportation Projects*. You must comply with all terms and conditions of the NWP and applicable regional conditions. Enclosed is information about the NWP terms and conditions (enclosure 2) and our *Sacramento District Regional Conditions for California, excluding the Lake Tahoe Basin* (enclosure 3). In addition, your work must comply with the following special condition:

1. You shall comply with all terms and conditions of the enclosed June 15, 2020, Section 401 Water Quality Certification (WDID#5A31CR00524) (enclosure 4).

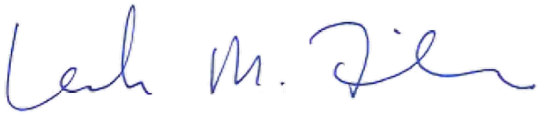
Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification (enclosure 5) and return it to this office with the information required by Sacramento District Regional Condition C(9) for California.

This verification is valid until March 18, 2022, when the existing NWPs are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2018-00108 in any correspondence concerning this project. If you have any questions, please contact me at our California North Section Office, Regulatory Division, U.S. Army Corps of Engineers, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at *Leah.M.Fisher@usace.army.mil*, or telephone at (916) 557-6639.

Sincerely,



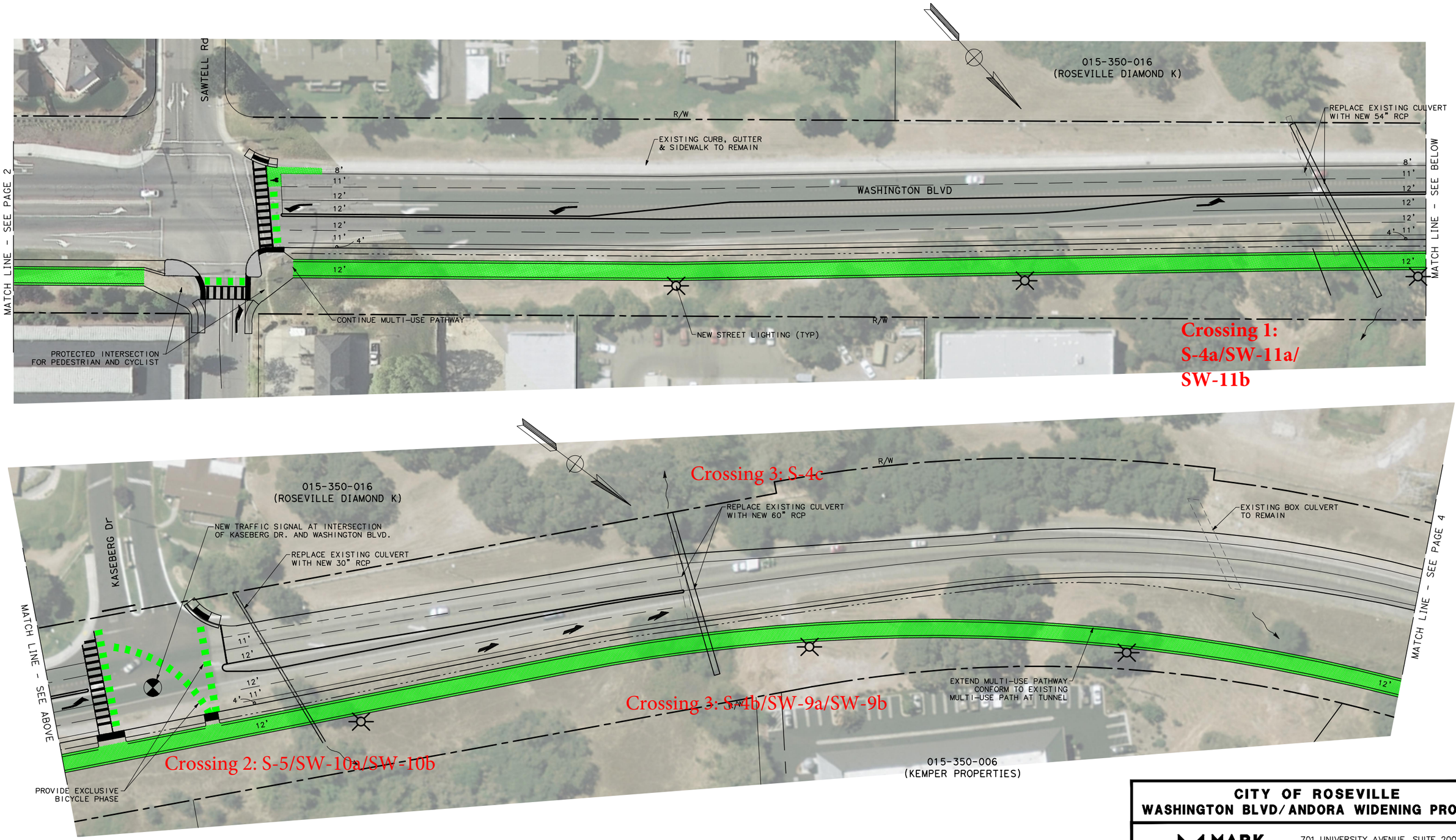
Leah M. Fisher
Senior Project Manager
California North Section

Enclosures

cc: (w/encls)

Susan Bushnell-Bergfalk, ICF, Susan.Bushnell-Bergfalk@icf.com
Terri Shirhall, City of Roseville, tshirhall@roseville.ca.us
CA Regional Water Quality Control Board, Region 5, info5@waterboards.ca.gov
CA Department of Fish and Wildlife, North Central Region, R2Info@wildlife.ca.gov

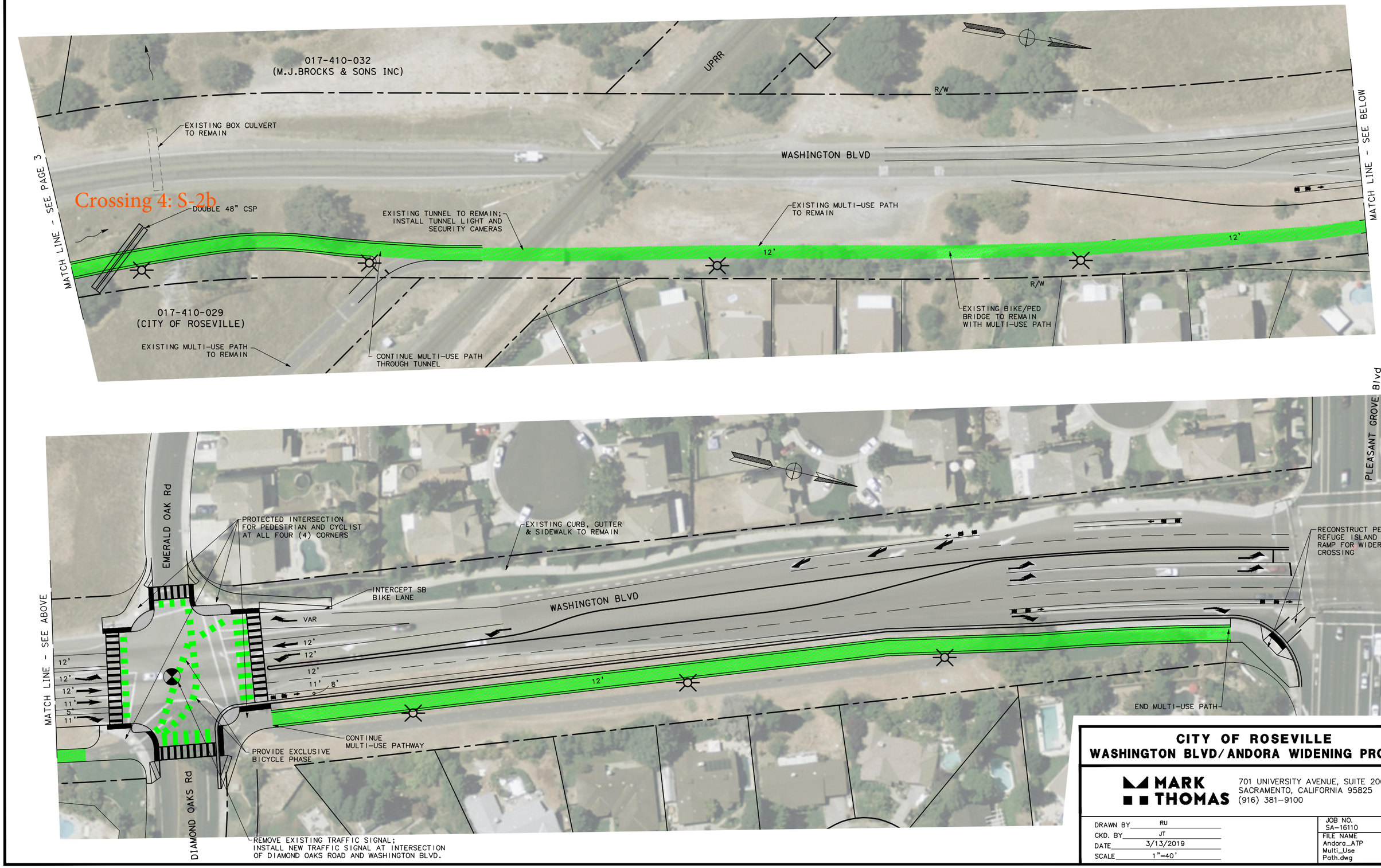
(enclosure 1)



CITY OF ROSEVILLE
WASHINGTON BLVD/ANDORA WIDENING PROJECT

MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

DRAWN BY	RU	JOB NO. SA-16110	SHEET 3 OF 4
CKD. BY	JT	FILE NAME Andora_ATP Multi_Use Path.dwg	
DATE	3/13/2019		
SCALE	1"=40'		



CITY OF ROSEVILLE
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DATE	3/13/2019
SCALE	1"=40'

JOB NO. SA-16110
FILE NAME Andora_ATP Multi_Use Path.dwg
SHEET 4 OF 4

U S Army Corps of Engineers
Sacramento District

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – March 19, 2017

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/ 3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require preconstruction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, ''District Engineer's Decision.'' The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

A. Regional Conditions

1. Regional Conditions for California, excluding the Tahoe Basin

http://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Final_SPK_Regional_Conditions_for_California.pdf?ver=2017-03-23-120307-207

2. Regional Conditions for Nevada, including the Tahoe Basin

hhttp://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Final_SPK_Regional_Conditions_for_Nevada.pdf?ver=2017-03-23-120306-910

3. Regional Conditions for Utah

http://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Final_SPK_Regional_Conditions_for_Utah.pdf?ver=2017-03-23-120303-503

4. Regional Conditions for Colorado.

http://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Final_2017_Regional_Conditions_in_Colorado.pdf?ver=2017-03-23-133821-047

B. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one

or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

☐ 1. **Navigation**.

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas**. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds**. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material**. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes**. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments**. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows**. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains**. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment**. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls**. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills**. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance**. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project**. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers**.

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

☐ 17. **Tribal Rights**. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

☐ 18. **Endangered Species**.

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which ''may affect'' a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If preconstruction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ''may affect'' or will have ''no effect'' to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) f the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer

does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

☐ 19. **Migratory Birds and Bald and Golden Eagles**. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether ''incidental take'' permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ 20. **Historic Properties**.

☐ (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

☐ (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non- Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non- Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of

interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ 21. **Discovery of Previously Unknown Remains and Artifacts**. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ **22. Designated Critical Resource Waters**. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

☐ **23. Mitigation**. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to- replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ **24. Safety of Impoundment Structures**. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ **25. Water Quality**. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ **26. Coastal Zone Management**. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ **27. Regional and Case-By-Case Conditions**. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ **28. Use of Multiple Nationwide Permits**. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ **29. Transfer of Nationwide Permit Verifications**. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit

verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

> When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.
>
> ---
> (Transferee)
>
> ---
> (Date)

☐ **30. Compliance Certification**. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

> ☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
>
> ☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
>
> ☐ (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ **31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ''USACE project''), the prospective permittee must submit a preconstruction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ **32. Pre-Construction Notification**.

> ☐ (a) **Timing**. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
>
> > ☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
> >
> > ☐ (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ''no effect'' on listed species or ''no potential to cause effects'' on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1⁄10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and

☐ (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs

and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2- acre.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic

resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

☐ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. **Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. **Definitions**

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term ''discharge'' means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the

proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

I**ntermittent stream**: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States. Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of ''open waters'' include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work

and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel,

piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of ''waterbodies'' include streams, rivers, lakes, ponds, and wetlands.

Final Sacramento District Nationwide Permit (NWP) Regional Conditions for California, excluding the Lake Tahoe Basin

(Effective March 19, 2017 until March 18, 2022)

A. Revoked NWPs

1. NWPs 29 and 39 are revoked for activities located in the Primary or Secondary Zone of the Legal Delta.

2. NWPs 14, 18, 23, 29, 39, 40, 42, 43 and 44 are revoked from use in vernal pools that may contain habitat for Federally-listed threatened and/or endangered vernal pool species for all activities located in the Mather Core Recovery Area in Sacramento County, as identified in the U.S. Fish and Wildlife Service's *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* dated December 15, 2005.

3. All NWPs except 3, 6, 20, 27, 32, and 38 are revoked for activities in histosols, fens, bogs, peatlands, and in wetlands contiguous with fens. This condition does not apply to NWPs 1, 2, 8, 9, 10, 11, 19, 24, 28, 35 or 36, as these NWPs either apply to Section 10 only activities or do not authorize impacts to wetlands and/or other special aquatic sites. For NWPs 3, 6, 20, 27, and 38, see Regional Condition B(5).

B. Regional Conditions Applicable Before Authorization

1.* When pre-construction notification (PCN) is required, the permittee shall notify the U.S. Army Corps of Engineers, Sacramento District (Corps) in accordance with General Condition 32 using either the South Pacific Division Preconstruction Notification (PCN) Checklist or an application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. In addition, the PCN shall include:

a.* A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States (U.S.);

b.* Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity, as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. Unless specifically waived by the Sacramento District, all drawings shall follow the South Pacific Division February 2016, *Updated Map and Drawing Standards for the South Pacific Division Regulatory Program*, or most recent update (available on the South Pacific Division website at: http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/);

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and/or San Francisco District.

c.* Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the site, and all waters of the U.S. proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be identified on the plan-view drawing(s) required in subpart b of this Regional Condition;

d.* Delineation of aquatic resources in accordance with the Sacramento District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at http://www.spk.usace.army.mil/Portals/12/documents/regulatory/jd/minimum-standards/Minimum_Standards_for_Delineation_with_Template-final.pdf), or updated standards adopted by the Sacramento District, unless specifically waived by the Sacramento District;

e. A description of proposed construction Best Management Practices (BMPs) and highly visible markers to be used during construction of the proposed activity, as required by Regional Conditions C(3) and C(4). If no BMPs or highly visible markers are proposed, the PCN shall provide a description of why their use is not practicable or necessary;

f. For all activities proposed for the purpose of temporary access and construction which would result in the placement of dredged or fill material into waters of the U.S.:

(1) The reason(s) why avoidance of temporary fill in waters of the U.S. is not practicable;

(2) A description of the proposed temporary fill, including the type and amount (in cubic yards) of material to be placed;

(3) The area (in acres) of waters of the U.S. and, for drainages (e.g. natural or relocated streams, creeks, rivers), the length (in linear feet) where the temporary fill is proposed to be placed; and

(4) A proposed plan for restoration of the temporary fill area to pre-project contours and conditions, including a plan for the re-vegetation of the temporary fill area, if vegetation would be removed or destroyed by the proposed temporary fill;

g. For all dewatering activities that propose structures or fill in waters of the U.S. that require authorization from the Corps:

(1) The proposed methods for dewatering;

(2) The equipment that would be used to conduct the dewatering;

(3) The length of time the area is proposed to be dewatered;

(4) The area (in acres) and length (in linear feet) in waters of the U.S. of the structure and/or fill;

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(5) The method for removal of the structures and/or fill; and

(6) The method for restoration of the waters of the U.S. affected by the structure or fill following construction.

h. For linear transportation crossings that propose to alter the pre-construction course, condition, capacity or location of open waters, the PCN shall include sufficient justification to determine that the proposed activity would result in a net increase in aquatic resource functions and services. Functions and services to be considered in the justification include, but are not limited to: short- or long-term surface water storage, subsurface water storage, moderation of groundwater flow or discharge, dissipation of energy, cycling of nutrients, removal of elements and compounds, retention of particulates, export of organic carbon, and maintenance of plant and animal communities.

i. For replacement linear transportation crossings that would result in a reduction in the pre-construction bankfull width and depth of open waters of the U.S. at the crossing, as compared to the upstream and downstream open waters:

(1) Information on why it is not practicable to approximate the pre-construction bankfull width of the upstream and downstream open waters, and;

(2) Sufficient justification to determine that the reduction in the pre-construction bankfull width would result in a net increase in aquatic resource functions and services. Functions and services to be considered in the justification include, but are not limited to: short- or long-term surface water storage, subsurface water storage, moderation of groundwater flow or discharge, dissipation of energy, cycling of nutrients, removal of elements and compounds, retention of particulates, export of organic carbon, and maintenance of plant and animal communities.

j.* For any requests to waive the applicable linear foot limitations for NWPs 13, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52 and 54:

(1) A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characteristics observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the adjacent areas (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information;

(2) An analysis of the proposed impacts to the waterbody, in accordance with General Condition 32 and Regional Condition B(1);

(3) Measures taken to avoid and minimize losses to waters of the U.S., including other methods of constructing the proposed activity(s); and

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(4) A compensatory mitigation plan describing how the unavoidable losses are proposed to be offset, in accordance with 33 CFR 332.

k. For NWP 23: A copy of the signed Categorical Exclusion document and final agency determinations regarding compliance with Section 7 of the Endangered Species Act (ESA), Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA), and Section 106 of the National Historic Preservation Act (NHPA), in accordance with General Conditions 18 and 20 and Regional Condition B(12).

l. For NWP 27: Sufficient justification to determine that the proposed activity would result in a net increase in aquatic resource functions and services. Functions and services to be considered in the justification include, but are not limited to: short- or long-term surface water storage, subsurface water storage, moderation of groundwater flow or discharge, dissipation of energy, cycling of nutrients, removal of elements and compounds, retention of particulates, export of organic carbon, and maintenance of plant and animal communities.

m. For any NWP 29 or 39 activities that propose channelization or relocation of perennial or intermittent drainages: Justification on how the proposed channelization or relocation would result in a net increase in aquatic resource functions and services. Functions and services to be considered in the justification include, but are not limited to: short- or long-term surface water storage, subsurface water storage, moderation of groundwater flow or discharge, dissipation of energy, cycling of nutrients, removal of elements and compounds, retention of particulates, export of organic carbon, and maintenance of plant and animal communities.

n. For construction activities that would occur within standing or flowing waters: Information on why it is not practicable to conduct construction activities when the area is dewatered naturally or through an approved dewatering plan.

o. For all new bank stabilization activities that would not involve the sole use of native vegetation or other bioengineered design techniques: Information on why the sole use of vegetated techniques to accomplish the bank stabilization activity is not practicable.

p. For activities located in designated critical habitat for Federally-listed threatened and/or endangered anadromous fish species where the activity would result in a reduction or alteration in the quality and availability of the Physical and Biological Features (also known as Essential Features or Primary Constituent Elements):

(1) The reasons why it is not practicable to avoid the reduction or alteration in the quality and availability of the Physical and Biological Features of the designated critical habitat.

(2) Information demonstrating that the reduction or alteration will have no more than minimal individual or cumulative adverse effects.

Information regarding the Physical and Biological Features of designated critical habitat may be found at the following websites:

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- Winter-run Chinook Salmon (Essential Features beginning on page 33218): http://www.westcoast.fisheries.noaa.gov/publications/frn/1993/58fr33212.pdf

- Steelhead and Spring-run Chinook salmon (Primary Constituent Elements beginning on page 52521): http://www.westcoast.fisheries.noaa.gov/publications/frn/2005/70fr52488.pdf

- Green Sturgeon (Primary Constituent Elements/Physical and Biological Features beginning on page 52322): http://www.westcoast.fisheries.noaa.gov/publications/protected_species/other/green_sturgeon/g_s_critical_habitat/frn_10092009_green_sturgeon_ch.pdf

2. For all NWPs, the permittee shall submit a PCN in accordance with General Condition 32 and Regional Condition B(1), in the following circumstances:

a. For all activities that would result in the discharge of fill material into any vernal pool;

b. For all activities in the Primary and Secondary Zones of the Legal Delta, the Sacramento River, the San Joaquin River, and navigable tributaries of these waters, when the Corps has not designated another Federal agency as the lead for compliance with ESA, MSFCMA, and NHPA, as specified in Regional Condition B(12);

c. For all new or replacement linear transportation crossings of perennial, intermittent, or ephemeral drainages (e.g. natural or relocated streams, creeks, rivers) or other open waters of the U.S., where the pre-construction bankfull width of waters of the U.S. at the crossing would be reduced;

d. For all activities in waters of the U.S. proposed within 100 feet of the point of discharge of a known natural spring source (i.e. which is any location where ground water emanates from a point in the ground excluding seeps or other discharges which lack a defined channel);

e.* For all activities proposed by non-Federal applicants located in areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html; or

f.* For Water Quality Certificate issuance considerations, all activities in waters of the U.S. on Tribal Lands.

3. For all utility line activities: The permittee shall submit a PCN in accordance with General Condition 32 and Regional Condition B(1) for new utility line activities when:

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a. The utility line activity would result in a discharge of dredged and/or fill material into perennial drainages (e.g. (e.g. natural or relocated streams, creeks, rivers) or other perennial open waters of the U.S., wetlands, mudflats, vegetated shallows, riffle and pool complexes, sanctuaries and refuges or coral reefs;

b. The utility line activity would result in a loss of greater than 100 linear feet of intermittent or ephemeral drainages (e.g. natural or relocated streams, creeks, rivers) or other intermittent or ephemeral open waters of the U.S.;

c. The utility line activity would include the construction of a temporary or permanent access road, substation or foundation within waters of the U.S.;

d. All utility line trenches in waters of the U.S. would not be restored to pre-project contours and conditions within 30 days following completion of construction activities in waters of the U.S; or

e. The utility line activity would involve the discharge of any excess material associated with the construction of a utility line trench into waters of the U.S.

4. All new bank stabilization activities shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.), or a combination of hard-armoring (e.g. rip-rap) and native vegetation or bioengineered design techniques, unless specifically determined to be not practicable by the Corps. The permittee shall submit a PCN in accordance with General Condition 32 and Regional Condition B(1) for any new bank stabilization activity that involves any hard-armoring or the placement of any non-vegetated or non-bioengineered technique below the ordinary high water mark or, if tidal waters, the high tide line of waters of the U.S.

5. For NWP 3, 6, 20, and 27: The permittee shall submit a PCN in accordance with General Condition 32 and Regional Condition B(1) for activities in histosols, fens, bogs, peatlands, and in wetlands contiguous with fens.

6. For NWP 23: The permittee shall submit a PCN for all activities proposed under this NWP, in accordance with General Condition 32 and Regional Condition B(1).

7. For NWP 27: The permittee shall submit a PCN in accordance with General Condition 32 and Regional Condition B(1) for aquatic habitat restoration, establishment, and enhancement activities in the following circumstances:

a. The activity would result in a discharge of dredged and/or fill material into perennial drainages (e.g. natural or relocated streams, creeks, rivers) or other perennial open waters of the U.S., wetlands, mudflats, vegetated shallows, riffle and pool complexes, sanctuaries and refuges, or coral reefs; or

b. The activity would result in a discharge of dredged and/or fill material into greater than 0.10 acre or 100 linear feet of intermittent or ephemeral drainages (e.g. natural or relocated streams, creeks, rivers) or other intermittent or ephemeral open waters of the U.S.

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8. For NWPs 29 and 39: The channelization or relocation of perennial or intermittent drainages (e.g. natural or relocated streams, creeks, rivers) is not authorized, except when, as determined by the Corps, the proposed channelization or relocation would result in a net increase in aquatic resource functions and services. This Regional Condition does not apply to man-made ditches, unless, as determined by the Corps, the ditch (1) was constructed through an aquatic resource or is a relocated drainage; (2) the ditch receives water from an area determined to be a water of the U.S.; and (3) the ditch diverts water to an area determined to be a water of the U.S.

9. For NWP 46: The discharge shall not cause the loss of greater than 0.5 acre or 300 linear feet of waters of the U.S., unless specifically waived in writing by the Corps.

10. In addition to the requirements of General Conditions 2 and 9, the following criteria shall apply to linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts):

a.* For all activities in waters of the U.S. that are suitable habitat for Federally-listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed;

b. Linear transportation crossings shall be constructed to maintain the pre-construction course, condition, capacity, and location of open waters, unless it can be demonstrated by the permittee, and the Corps' concurs, that the activity would result in a net increase in aquatic resource functions and services. For areas containing existing linear transportation crossings, the pre-construction course, condition, capacity, and location of open waters shall be determined based on the upstream and downstream portions of the open waters.

c. Unless determined to be not practicable by the Corps, all linear transportation crossings proposed to be replaced shall be designed to approximate the bankfull width and depth of upstream and downstream open waters.

11. Unless determined to be not practicable by the Corps, no dredged and/or fill material shall be discharged within standing or flowing waters. For ephemeral or intermittent drainages (e.g. natural or relocated streams, creeks, rivers), this may be accomplished through construction during the dry season. In perennial drainages, this may be accomplished through dewatering of the work area. All dewatering shall be conducted to allow fish and wildlife passage during construction. All dewatering structures and/or fills shall be removed within 30 days following completion of construction activities in waters of the U.S.

12.* For activities in which the Corps designates another Federal agency as the lead for compliance with Section 7 of the ESA of 1973 as amended, pursuant to 50 CFR Part 402.07; Section 305(b)(4)(B) of the MSFCMA, pursuant to 50 CFR 600.920(b); and/or Section 106 of

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the NHPA of 1966, as amended, pursuant to 36 CFR 800.2(a)(2), the prospective permittee shall provide all relevant documentation to the Corps demonstrating any previous consultation efforts as it pertains to the Corps Regulatory permit area (for ESA and MSFCMA compliance) and the Corps Regulatory area of potential effect (APE) (for Section 106 compliance). For activities requiring a PCN, this information shall be submitted with the PCN. If the Corps does not designate another Federal agency as the lead for ESA, EFH and/or NHPA, the Corps will initiate consultation for compliance, as appropriate.

C. Regional Conditions Applicable After Authorization

1. The permittee shall record the NWP verification letter with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property for areas (a) required to be preserved as a special condition of the NWP verification letter, including any associated covenants or restrictions, or (b) where boat ramps, docks, marinas, piers, or permanently moored vessels will be constructed or placed in or adjacent to navigable waters. The recordation shall also include a map showing the surveyed location of the required preserve area or authorized structure. Evidence of the recordation of the NWP verification shall be provided to the Corps with the compliance certification required in General Condition 30 and Regional Condition C(9).

2. Compensatory Mitigation Requirements:

a. For all activities requiring permittee responsible compensatory mitigation, the permittee shall develop and submit to the Corps for review and approval, a final comprehensive mitigation and monitoring plan prior to commencement of construction activities within waters of the U.S. The plan shall include the mitigation location and design drawings, vegetation plans, including target species to be planted, and final success criteria, presented in the format of the *Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for South Pacific Division USACE*, or most recent update (available on the South Pacific Division website at: whttp://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/);

b.* The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be not practicable by the Corps. When compensatory mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of purchase of required credits to the Corps prior to commencement of construction of the authorized activity in waters of the U.S.; and

c. For all activities within the Secondary Zone of the Legal Delta, the permittee shall conduct compensatory mitigation for unavoidable impacts within the Secondary Zone of the Legal Delta.

3. Unless determined to be not practicable or appropriate by the Corps, for activities that result in the discharge of dredged and/or fill material into waters of the U.S., the permittee shall employ construction BMPs on-site prior to the initiation of construction activities in

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and/or San Francisco District.

waters of the U.S., to prevent degradation to on-site and off-site waters of the U.S. Methods shall include the use of appropriate measures to intercept and capture sediment prior to entering waters of the U.S., as well as erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. All BMPs shall be in place prior to initiation of any construction activities and shall remain until construction activities are completed. The permittee shall maintain all BMPs until construction activities are completed and site soils are stabilized.

4. Unless determined to be not practicable or appropriate by the Corps, for activities that result in the discharge of dredged and/or fill material into waters of the U.S., the permittee shall clearly identify the limits of the authorized activity in the field with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.) prior to commencement of construction activities within waters of the U.S. The permittee shall maintain such identification properly until construction is completed and the soils have been stabilized. The permittee is prohibited from any activity (e.g. equipment usage or materials storage) that impacts waters of the U.S. outside of the permit limits (as shown on the permit drawings).

5. For all temporary access and construction activities resulting in temporary fill within waters of the U.S., the permittee shall:

a. Utilize spawning quality gravel, where appropriate as determined by the Corps after consultation with appropriate Federal and state fish and wildlife agencies, for all temporary fills within waters of the U.S. supporting fisheries;

b. Install a horizontal marker (e.g. fabric, certified weed free straw, etc.) to delineate the existing bottom elevation of the waters temporarily filled during construction prior to the placement of temporary fill in waters of the U.S.; and

c. Remove all temporary fill and restore the area to pre-project contours and conditions within 30 days following completion of construction activities in waters of the U.S.

6. For all utility line activities:

a. The permittee shall ensure the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by the Corps) to seal the trench;

b. Unless determined to be not practicable or appropriate by the Corps, during construction of utility line trenches, the permittee shall remove and separately stockpile the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation; and

c. Unless determined to be not practicable by the Corps, the permittee shall ensure that any excess material associated with the construction of a utility line trench is disposed of in an upland location outside of waters of the U.S.

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and/or San Francisco District.

7. The permittee is responsible for all authorized work and ensuring that all contractors and workers are made aware of and adhere to the terms and conditions of the permit authorization. The permittee shall ensure that a copy of the permit authorization and associated drawings are available and visible for quick reference at the site until all construction activities are completed.

8. The permittee shall allow Corps representatives to inspect the authorized activity and any avoidance, preservation, and/or compensatory mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification. The permittee will be notified by the Corps in advance of an inspection.

9. For all NWPs which require a PCN, the permittee shall submit the following additional information with the compliance certificate required under General Condition 30, within 30-days following the completion of construction activities in waters of the U.S.:

a. As-built drawings of the authorized work conducted on the project site and any on-site and/or off-site permittee responsible compensatory mitigation. The as-builts shall include a plan-view drawing of the location of the authorized work footprint (as shown on the permit drawings), with an overlay of the work as constructed in the same scale as the permit drawings, and a cross-section view drawing, where appropriate (e.g. linear transportation activities, utility line trench activities, bank stabilization activities) of the work as constructed. The plan-view drawing shall show all areas of ground disturbance, wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas. Please note that any deviations from the work as authorized, which result in additional impacts to waters of the U.S., must be coordinated with the appropriate Corps office prior to impacts;

b. Numbered and dated post-construction color photographs of (1) the work conducted within a representative sample of the permanently filled waters of the U.S., (2) all of the partially filled waters of the U.S., and (3) all avoided waters of the U.S. on and immediately adjacent to the project area. The compass angle and position of all photographs shall be similar to the pre-construction color photographs required in Regional Condition B(1)(c) and shall be identified on the plan-view drawing(s) required in subpart (a) of this Regional Condition;

c. A description and photo-documentation of all BMPs installed as required by Regional Condition C(3); and

d. For all temporary fill authorized within waters of the U.S., a description and photo-documentation of all restored waters of the U.S., including information showing compliance with Regional Condition C(5). For temporary fill within waters of the U.S. that have not been restored to pre-project contours or condition, a description and photo-documentation of the temporary fill within waters of the U.S., including information on why restoration has not been completed.

* Regional Condition developed jointly between Sacramento District, Los Angeles District, and/or San Francisco District.

CALIFORNIA Water Boards

GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

15 June 2020

Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678

CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; CITY OF ROSEVILLE, WASHINGTON BOULEVARD/ANDORA BRIDGE IMPROVEMENT (PHASE 1) PROJECT (WDID#5A31CR00524), PLACER COUNTY

This Order responds to the 13 December 2019 application submitted by City of Roseville (Applicant) for the Water Quality Certification of the Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (Project), permanently impacting 0.036 acre /133 linear feet and temporarily impacting 0.02 acre /120 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-2018-00108) under Section 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

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.

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 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 under Section 3860(c) 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 Regional Water Quality Control Board (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 number 5 shall make the following certification:

    "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 Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.

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[1]:
    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 sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and 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.

[1] Sampling is not required in wetlands, where the entire wetland is being permanently filled; provided there is no outflow connecting the wetland to surface waters.

Table 1: Sample Type and Frequency Requirements

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab[2]	Every 4 hours during in-water work	[3, 4]
Visible construction related pollutants[5]	Observations	Visual Inspections	Continuous throughout the construction period	NA

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling 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 sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for

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[2] Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.

[3] 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.

[4] A hand-held field meter may be used, provided 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 shall be maintained onsite.

[5] Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

all waters addressed through the plan. Turbidity limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

a) Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b) 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 NTUs;

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; and

v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

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 permission of the Central Valley Water Board Executive Officer.

6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity or other water quality objectives are exceeded.

7. In-water work shall occur during periods of no precipitation when the work area is naturally dry.

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.

11. 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.

12. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the Project.

13. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

14. All areas disturbed by Project activities shall be protected from washout and erosion.

15. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.

16. Hydroseeding shall be performed with California native seed mix.

17. All materials resulting from the Project shall be removed from the site and disposed of properly.

18. If water is present, the area must be dewatered prior to the start of work.

19. When work in a flowing stream is unavoidable and any temporary 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.

20. If any temporary dam or other artificial obstruction is constructed, the temporary dam or other artificial obstruction 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.

21. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Project; b) any change in the Project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit #14, the United States Fish and Wildlife Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.

22. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.

23. If the Project will involve land disturbance activities of one or more acres, or where the Project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, 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 for discharges to surface waters comprised of storm water associated with construction activity.

24. The Conditions in this Certification are based on the information in the attached "Project Information Sheet" and the application package. If the actual project, as described in the attached Project Information Sheet and application package, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.

25. The Applicant shall implement each of the mitigation measures specified in the certified Environmental Impact Report 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.

26. 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 state and federal law. 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 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 Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.

(b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

(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.

27. To mitigate for the loss of 0.036 acre of streambed and wetland habitat, the Applicant shall purchase a minimum of 0.07 acre of streambed and wetland mitigation credits from a United States Army Corps of Engineers approved mitigation bank or in lieu fee program, or mitigate as otherwise required by the United States Army Corps of Engineers for the impacted watershed prior to commencing construction. The Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

    Compensatory mitigation must comply with the effective policy, which ensures no overall net loss of wetlands for impacts to waters of the state, at the time of Certification.

NOTIFICATIONS AND REPORTS:

28. The Applicant shall provide 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 approved amendments. 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.

29. 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.

CENTRAL VALLEY WATER BOARD CONTACT:

Greg Hendricks, Environmental Scientist
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Greg.Hendricks@waterboards.ca.gov
(916) 464-4709

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City of Roseville is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Washington Boulevard/Andora Bridge Improvement Project (Phase 1) pursuant to Section 21000 et seq. of the Public Resources Code. City of Roseville certified the Environmental Impact Report on 24 October 2019. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 25 October 2019 (SCH No. 2016092028).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Environmental Impact Report is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Environmental Impact Report. The proposed mitigation measures discussed in the Environmental Impact Report were adopted to avoid and minimize project impacts to State waters and are required by this Certification. The mitigation measures discussed in the Environmental Impact Report to minimize project impacts to State waters are required by this Certification.

With regard to the remaining impacts identified in the Environmental Impact Report, 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 City of Roseville, Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (WDID#5A31CR00524) 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. Through this Order, 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 the conditions of this Certification, City of Roseville'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 and San Joaquin River Basins*, Fifth Edition, revised May 2018.

Any person aggrieved by this action may petition the State Water Resources 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 Resources 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 Resources 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 State Water Resources Control Board's Water Quality Petitions webpage (http://www.waterboards.ca.gov/public_notices/petitions/water_quality) or will be provided upon request.

Patrick Pulupa
Executive Officer

Enclosure: Project Information Sheet

Attachments: Figure 1 – Project Location Map
Figure 2-4 – Project Site Maps

cc: Distribution List, page 15

PROJECT INFORMATION SHEET

Application Date: 13 December 2019

Applicant: Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Applicant Representative: Susan Bushnell-Bergfalk
ICF
980 Ninth Street, Suite 1200
Sacramento, CA 95814

Project Name: Washington Boulevard/Andora Bridge Improvement Project (Phase 1)

Application Number: WDID#5A31CR00524

Date on Public Notice: 20 December 2020

Date Application Deemed Complete: 13 January 2020

Date All Information Received: 13 December 2019

Type of Project: Roads, Highways and Bridges

Approved Months of Project Implementation: The Project will be constructed 15 April through 15 October, or as otherwise required by the Department of Fish and Wildlife.

Project Location:
Latitude: 38.767° and Longitude: -121.301°

County: Placer County

Receiving Water(s) (hydrologic unit): Pleasant Grove Creek, Sacramento Hydrologic Basin, Lower-Sacramento Hydrologic Unit #519.22,

Water Body Type: Wetland, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (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); Preservation of Biological Habitats of

Special Significance (BIOL); Rare, Threatened, or Endangered Species (RARE); 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 on the Central Valley Water Board's Basin Planning webpage (http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml).

303(d) List of Water Quality Limited Segments: Pleasant Grove Creek, South Branch and unnamed tributaries to Pleasant Grove Creek, South Branch are the receiving waters for Washington Boulevard/Andora Bridge Improvement (Phase 1). Pleasant Grove Creek, South Branch is on the 303(d) list for bifenthrin, cyfluthrin, deltamethrin and dissolved oxygen. This project, as conditioned with mitigation measures to prevent transport of sediment due to project activities, will minimize impacts to Pleasant Grove Creek The most recent list of approved water quality limited segments is found on the State Water Resources Control Board's Impaired Water Bodies webpage (http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2012.shtml).

Project Description: The Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (Project) is located in the City of Roseville. The Project consists of road widening, bike trail construction, removing and replacing 54-inch, 30-inch, and 60-inch culverts and installing one new 48-inch culvert.

No dewatering will occur within the Project area. No wet concrete will be placed into the wetland and streambed. The Project will permanently impact 0.036 acre /133 linear feet and temporarily impacting 0.02 acre /120 linear feet of waters of the United States.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity.

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices to control sedimentation and erosion. This Certification requires all work to be conducted during periods of no flow. In the event that project activities result in any materials reaching surface waters or unanticipated in-water work occurs, the Applicant will conduct turbidity testing. During this testing, the Applicant will stop work if Basin Plan criteria are exceeded or observations indicate an exceedance of a water quality objective.

All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

Excavation/Fill Area: Approximately 745 cubic yards of clean soil will be placed into 0.036 acre of waters of the United States.

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.036 acre/223 linear feet of wetland and stream bed habitat and

temporarily impact 0.02 acre/120 linear feet of wetland and stream bed habitat from fill activities.

Table 2: Total Project Fill/Excavation Temporary Impact[6] Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.01		60
Wetland	0.01		60

Table 3: Total Project Fill/Excavation Permanent Physical Loss of Area Impact Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.016	389	101
Wetland	0.02	356	122

United States Army Corps of Engineers File Number: SPK-2018-00108

United States Army Corps of Engineers Permit Type: Nationwide Permit #14

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 16 December 2019.

Status of CEQA Compliance: The City of Roseville certified an Environmental Impact Report on 24 October 2019. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 25 October 2019 (SCH No. 2016092028).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

Compensatory Mitigation: To mitigate for the loss of 0.036 acre of wetland and stream bed habitat, the Applicant shall purchase a minimum of 0.07 wetland/stream bed preservation mitigation credits from a United States Army Corps of Engineers approved mitigation bank or in lieu fee program, or mitigate as otherwise required by the United States Army Corps of Engineers for the impacted watershed prior to commencing construction. The Applicant shall provide evidence of all off-site compensatory

[6] Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

mitigation to the Central Valley Water Board. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

Evidence of this purchase shall be provided to the Central Valley Water Board prior to proceeding with the activity authorized by this Certification.

Table 4: Compensatory Mitigation for Permanent Physical Loss of Area by Method [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown]

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	MB	Acres						0.03
Stream Channel	MB	Acres						0.04

Application Fee Provided: $1,949.00 was received on 13 December 2019.

The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3), and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

DISTRIBUTION LIST

Leah Fisher (SPK-2018-00108)
United States Army Corps of Engineers
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SPKRegulatoryMailbox@usace.army.mil

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Stephanie.Tadlock@waterboards.ca.gov

Bill Jennings
CA Sportfishing Protection Alliance
DeltaKeep@me.com

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Sam Ziegler (Electronic Copy Only)
United States Environmental Protection Agency
Ziegler.Sam@epa.gov

Susan Bushnell-Bergfalk
ICF
susan.bushnell-bergfalk@icf.com

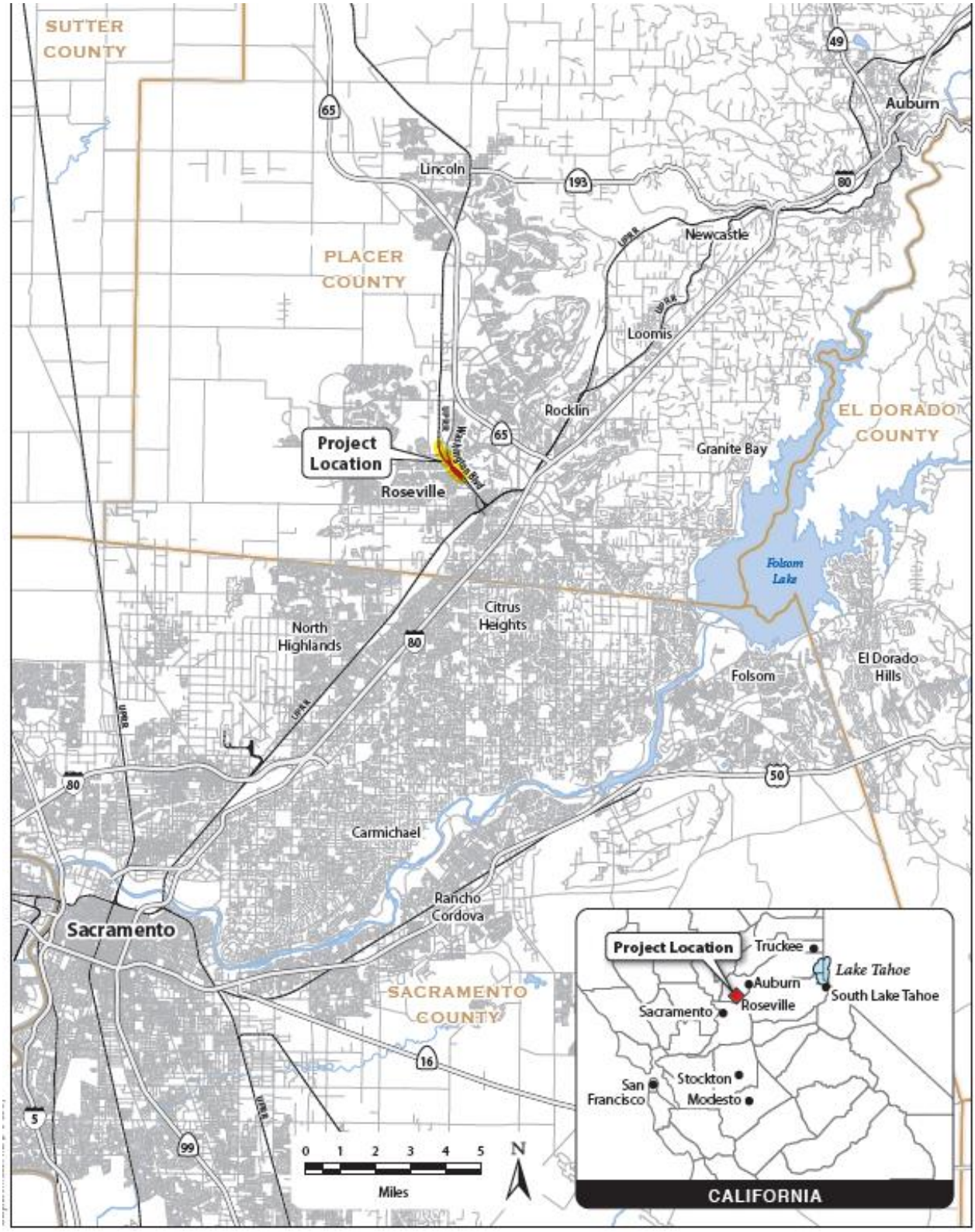

Figure 1 – Project Location Map

Figure 2 – Project Site Map

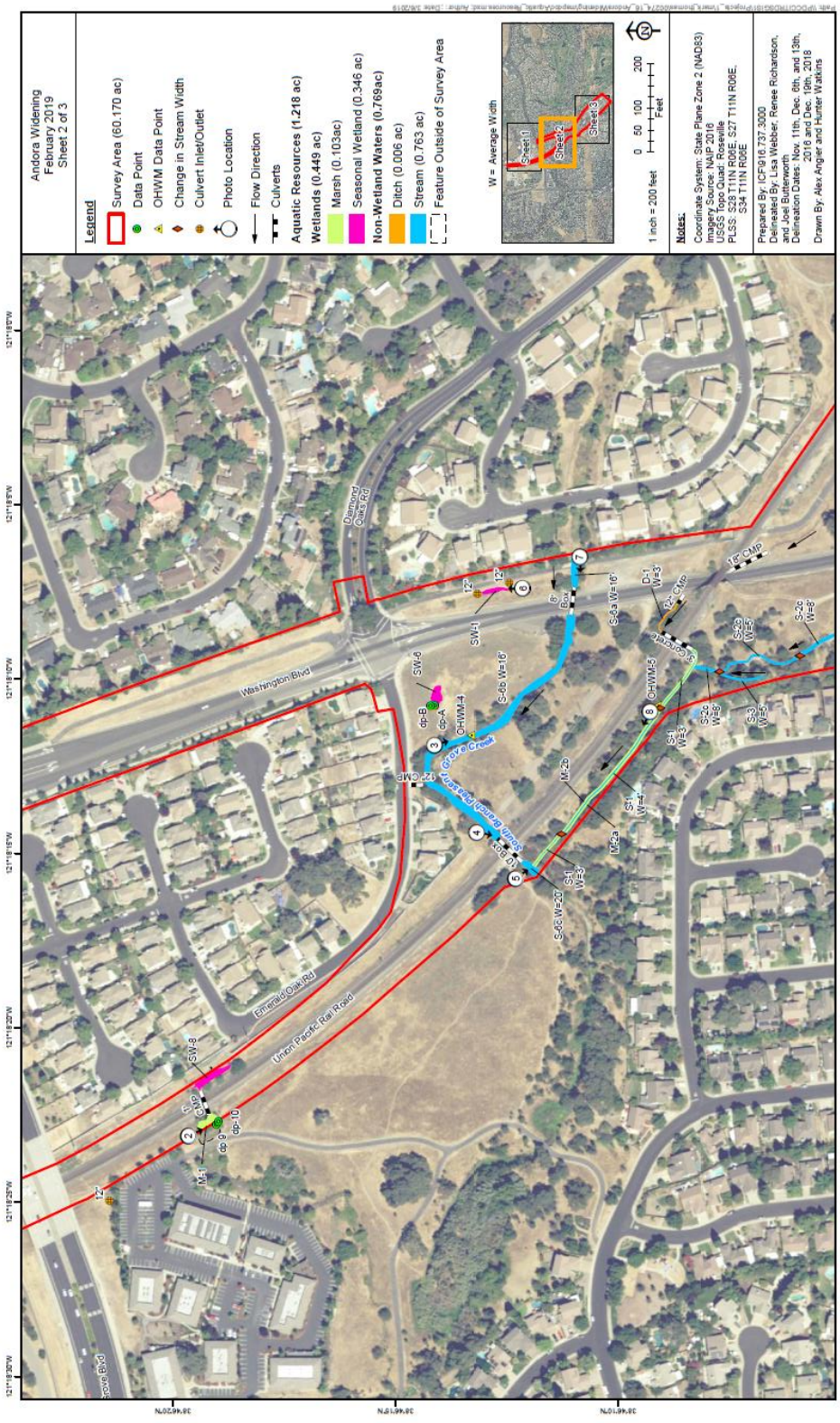

Figure 3 – Project Site Map

Figure 4 – Project Site Map

COMPLIANCE CERTIFICATION

Permit File Name: Washington Boulevard/Andora Bridge Improvement Project

Action ID: SPK-2018-00108

Nationwide Permit Number: NWP 14 Linear Transportation Projects

Permittee: City of Roseville
Attn: Ms. Stefanie Kemen
311 Vernon Street
Roseville, California 95678

County: Placer County

Date of Verification: July 2, 2020

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
Regulatory Division
1325 J Street, Room 1350
Sacramento, California 95814-2922
DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * * * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature _____ Date _____

15 June 2020

Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678

CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; CITY OF ROSEVILLE, WASHINGTON BOULEVARD/ANDORA BRIDGE IMPROVEMENT (PHASE 1) PROJECT (WDID#5A31CR00524), PLACER COUNTY

This Order responds to the 13 December 2019 application submitted by City of Roseville (Applicant) for the Water Quality Certification of the Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (Project), permanently impacting 0.036 acre /133 linear feet and temporarily impacting 0.02 acre /120 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-2018-00108) under Section 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

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.

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 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 under Section 3860(c) 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 Regional Water Quality Control Board (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 number 5 shall make the following certification:

    "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 Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.

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[1]:
    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 sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and 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.

[1] Sampling is not required in wetlands, where the entire wetland is being permanently filled; provided there is no outflow connecting the wetland to surface waters.

Table 1: Sample Type and Frequency Requirements

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab[2]	Every 4 hours during in-water work	[3, 4]
Visible construction related pollutants[5]	Observations	Visual Inspections	Continuous throughout the construction period	NA

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling 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 sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for

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[2] Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.

[3] 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.

[4] A hand-held field meter may be used, provided 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 shall be maintained onsite.

[5] Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

all waters addressed through the plan. Turbidity limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

a) Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b) 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 NTUs;

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; and

v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

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 permission of the Central Valley Water Board Executive Officer.

6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity or other water quality objectives are exceeded.

7. In-water work shall occur during periods of no precipitation when the work area is naturally dry.

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.

11. 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.

12. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the Project.

13. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

14. All areas disturbed by Project activities shall be protected from washout and erosion.

15. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.

16. Hydroseeding shall be performed with California native seed mix.

17. All materials resulting from the Project shall be removed from the site and disposed of properly.

18. If water is present, the area must be dewatered prior to the start of work.

19. When work in a flowing stream is unavoidable and any temporary 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.

20. If any temporary dam or other artificial obstruction is constructed, the temporary dam or other artificial obstruction 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.

21. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Project; b) any change in the Project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit #14, the United States Fish and Wildlife Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.

22. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.

23. If the Project will involve land disturbance activities of one or more acres, or where the Project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, 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 for discharges to surface waters comprised of storm water associated with construction activity.

24. The Conditions in this Certification are based on the information in the attached "Project Information Sheet" and the application package. If the actual project, as described in the attached Project Information Sheet and application package, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.

25. The Applicant shall implement each of the mitigation measures specified in the certified Environmental Impact Report 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.

26. 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 state and federal law. 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 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 Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.

(b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

(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.

27. To mitigate for the loss of 0.036 acre of streambed and wetland habitat, the Applicant shall purchase a minimum of 0.07 acre of streambed and wetland mitigation credits from a United States Army Corps of Engineers approved mitigation bank or in lieu fee program, or mitigate as otherwise required by the United States Army Corps of Engineers for the impacted watershed prior to commencing construction. The Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

    Compensatory mitigation must comply with the effective policy, which ensures no overall net loss of wetlands for impacts to waters of the state, at the time of Certification.

NOTIFICATIONS AND REPORTS:

28. The Applicant shall provide 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 approved amendments. 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.

29. 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.

CENTRAL VALLEY WATER BOARD CONTACT:

Greg Hendricks, Environmental Scientist
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Greg.Hendricks@waterboards.ca.gov
(916) 464-4709

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City of Roseville is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Washington Boulevard/Andora Bridge Improvement Project (Phase 1) pursuant to Section 21000 et seq. of the Public Resources Code. City of Roseville certified the Environmental Impact Report on 24 October 2019. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 25 October 2019 (SCH No. 2016092028).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Environmental Impact Report is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Environmental Impact Report. The proposed mitigation measures discussed in the Environmental Impact Report were adopted to avoid and minimize project impacts to State waters and are required by this Certification. The mitigation measures discussed in the Environmental Impact Report to minimize project impacts to State waters are required by this Certification.

With regard to the remaining impacts identified in the Environmental Impact Report, 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 City of Roseville, Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (WDID#5A31CR00524) 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. Through this Order, 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 the conditions of this Certification, City of Roseville'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 and San Joaquin River Basins*, Fifth Edition, revised May 2018.

Any person aggrieved by this action may petition the State Water Resources 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 Resources 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 Resources 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 State Water Resources Control Board's Water Quality Petitions webpage (http://www.waterboards.ca.gov/public_notices/petitions/water_quality) or will be provided upon request.

Patrick Pulupa
Executive Officer

Enclosure: Project Information Sheet

Attachments: Figure 1 – Project Location Map
Figure 2-4 – Project Site Maps

cc: Distribution List, page 15

PROJECT INFORMATION SHEET

Application Date: 13 December 2019

Applicant: Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Applicant Representative: Susan Bushnell-Bergfalk
ICF
980 Ninth Street, Suite 1200
Sacramento, CA 95814

Project Name: Washington Boulevard/Andora Bridge Improvement Project (Phase 1)

Application Number: WDID#5A31CR00524

Date on Public Notice: 20 December 2020

Date Application Deemed Complete: 13 January 2020

Date All Information Received: 13 December 2019

Type of Project: Roads, Highways and Bridges

Approved Months of Project Implementation: The Project will be constructed 15 April through 15 October, or as otherwise required by the Department of Fish and Wildlife.

Project Location:
Latitude: 38.767° and Longitude: -121.301°

County: Placer County

Receiving Water(s) (hydrologic unit): Pleasant Grove Creek, Sacramento Hydrologic Basin, Lower-Sacramento Hydrologic Unit #519.22,

Water Body Type: Wetland, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (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); Preservation of Biological Habitats of

Special Significance (BIOL); Rare, Threatened, or Endangered Species (RARE); 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 on the Central Valley Water Board's Basin Planning webpage (http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml).

303(d) List of Water Quality Limited Segments: Pleasant Grove Creek, South Branch and unnamed tributaries to Pleasant Grove Creek, South Branch are the receiving waters for Washington Boulevard/Andora Bridge Improvement (Phase 1). Pleasant Grove Creek, South Branch is on the 303(d) list for bifenthrin, cyfluthrin, deltamethrin and dissolved oxygen. This project, as conditioned with mitigation measures to prevent transport of sediment due to project activities, will minimize impacts to Pleasant Grove Creek The most recent list of approved water quality limited segments is found on the State Water Resources Control Board's Impaired Water Bodies webpage (http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2012.shtml).

Project Description: The Washington Boulevard/Andora Bridge Improvement Project (Phase 1) (Project) is located in the City of Roseville. The Project consists of road widening, bike trail construction, removing and replacing 54-inch, 30-inch, and 60-inch culverts and installing one new 48-inch culvert.

No dewatering will occur within the Project area. No wet concrete will be placed into the wetland and streambed. The Project will permanently impact 0.036 acre /133 linear feet and temporarily impacting 0.02 acre /120 linear feet of waters of the United States.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity.

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices to control sedimentation and erosion. This Certification requires all work to be conducted during periods of no flow. In the event that project activities result in any materials reaching surface waters or unanticipated in-water work occurs, the Applicant will conduct turbidity testing. During this testing, the Applicant will stop work if Basin Plan criteria are exceeded or observations indicate an exceedance of a water quality objective.

All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

Excavation/Fill Area: Approximately 745 cubic yards of clean soil will be placed into 0.036 acre of waters of the United States.

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.036 acre/223 linear feet of wetland and stream bed habitat and

temporarily impact 0.02 acre/120 linear feet of wetland and stream bed habitat from fill activities.

Table 2: Total Project Fill/Excavation Temporary Impact[6] Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.01		60
Wetland	0.01		60

Table 3: Total Project Fill/Excavation Permanent Physical Loss of Area Impact Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.016	389	101
Wetland	0.02	356	122

United States Army Corps of Engineers File Number: SPK-2018-00108

United States Army Corps of Engineers Permit Type: Nationwide Permit #14

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 16 December 2019.

Status of CEQA Compliance: The City of Roseville certified an Environmental Impact Report on 24 October 2019. The City of Roseville filed a Notice of Determination with the State Clearinghouse on 25 October 2019 (SCH No. 2016092028).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

Compensatory Mitigation: To mitigate for the loss of 0.036 acre of wetland and stream bed habitat, the Applicant shall purchase a minimum of 0.07 wetland/stream bed preservation mitigation credits from a United States Army Corps of Engineers approved mitigation bank or in lieu fee program, or mitigate as otherwise required by the United States Army Corps of Engineers for the impacted watershed prior to commencing construction. The Applicant shall provide evidence of all off-site compensatory

[6] Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

mitigation to the Central Valley Water Board. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

Evidence of this purchase shall be provided to the Central Valley Water Board prior to proceeding with the activity authorized by this Certification.

Table 4: Compensatory Mitigation for Permanent Physical Loss of Area by Method [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown]

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	MB	Acres						0.03
Stream Channel	MB	Acres						0.04

Application Fee Provided: $1,949.00 was received on 13 December 2019.

The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3), and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

DISTRIBUTION LIST

Leah Fisher (SPK-2018-00108)
United States Army Corps of Engineers
Sacramento District Headquarters
Regulatory Division
SPKRegulatoryMailbox@usace.army.mil

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Stephanie Tadlock
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Stephanie.Tadlock@waterboards.ca.gov

Bill Jennings
CA Sportfishing Protection Alliance
DeltaKeep@me.com

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Sam Ziegler (Electronic Copy Only)
United States Environmental Protection Agency
Ziegler.Sam@epa.gov

Susan Bushnell-Bergfalk
ICF
susan.bushnell-bergfalk@icf.com

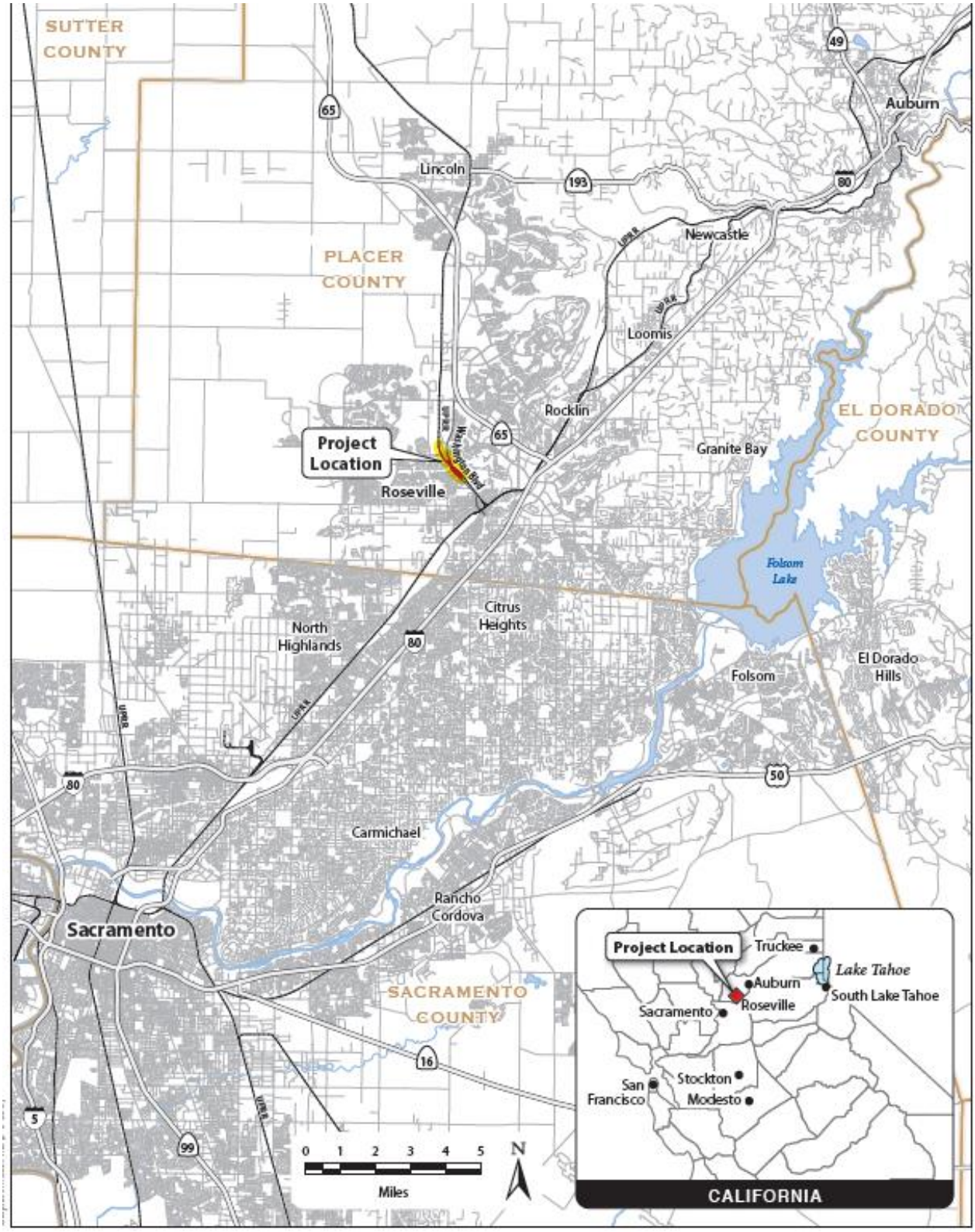

Figure 1 – Project Location Map

Figure 2 – Project Site Map

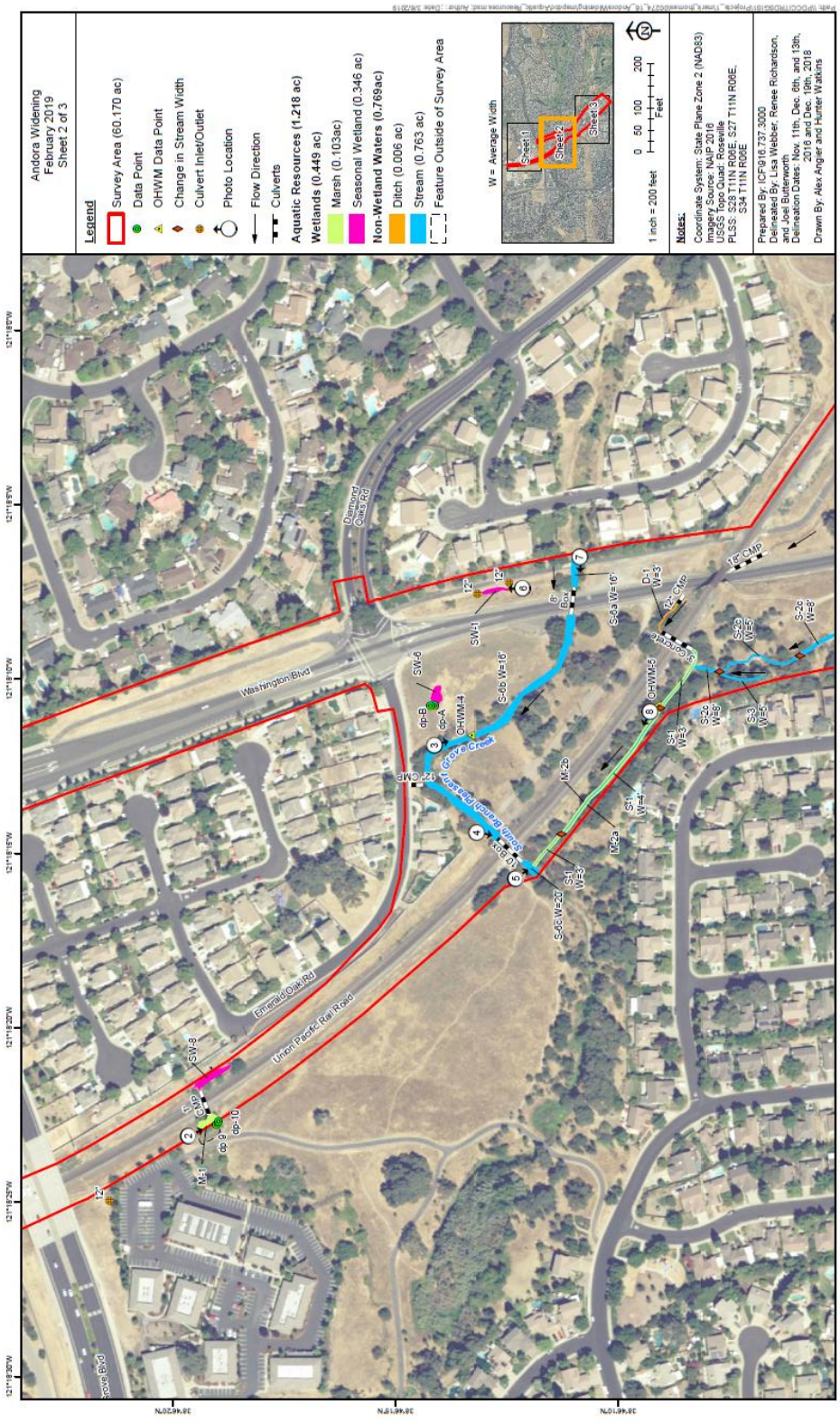

Figure 3 – Project Site Map

Figure 4 – Project Site Map

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California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
(916) 358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

9/8/2020
Date

Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678
BFTaylor@roseville.ca.us

Dear Ms. Taylor:

Final Lake or Streambed Alteration Agreement
Notification No. 1600-2020-0013-R2
Washington Boulevard/Andora Bridge Improvement Project – Phase 1

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Washington Boulevard/Andora Bridge Improvement Project – Phase 1 (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Gabriele Quillman, Environmental Scientist at (916) 358-2955 or by email at gabriele.quillman@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Kelley Barker
778EDA8AE45F4C9...
Kelley Barker
Environmental Program Manager

ec: Gabriele Quillman, Environmental Scientist
gabriele.quillman@wildlife.ca.gov
California Department of Fish and Wildlife

Sue Bushnell-Bergfalk
susan.bushnell-bergfalk@icf.com
ICF

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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670

STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0013-R2
TRIBUTARIES TO SOUTH BRANCH PLEASANT GROVE CREEK

CITY OF ROSEVILLE
WASHINGTON BOULEVARD/ANDORA BRIDGE IMPROVEMENT PROJECT – PHASE 1

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Roseville (Permittee) as represented by Beth Taylor.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 17, 2020 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with this Agreement.

PROJECT LOCATION

The project is located at four crossings of Sierra View Tributary and unnamed tributaries to South Branch Pleasant Grove Creek, in the County of Placer, State of California; within portions of Sections 27, 28, and 34, Township 47E, Range 11N, U.S. Geological Survey (USGS) map 'Roseville', Mt. Diablo base and meridian.

Table 1: Geographic Coordinates of the Crossings

Crossing	Latitude	Longitude
1 (Unnamed Stream)	38.764690	-121.298632
2 (Unnamed Stream)	38.765297	-121.299502
3 (Unnamed Stream)	38.765929	-121.300350
4 (Sierra View Tributary)	38.767601	-121.301459

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Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the replacement of three existing culverts and installation of one new double culvert to support road widening and bike/pedestrian path construction along a 1.45-mile section of Washington Boulevard. A 0.85-mile, two-lane section of Washington Boulevard between Sawtell Road and Pleasant Grove Boulevard will be widened to four lanes, and an existing on-street bike path on the east side of Washington Boulevard will be extended from a point approximately 150 feet south of Diamond Oaks Road to All-America City Boulevard.

Crossing 1 is located at an unnamed tributary to South Branch Pleasant Grove Creek. The existing 126-ft long corrugated metal pipe (CMP) culvert will be excavated, removed, and replaced with a new 167-ft long 54” diameter reinforced concrete pipe (RCP). A 167 ft by 5.5 ft trench will be excavated to install the new culvert. Two willows (*Salix* sp.) and one interior live oak (*Quercus wizlizeni*) will be removed. Crossing 1 will permanently impact 0.099 acre of riparian scrub, 0.002 acre of seasonal wetland, and 0.003 acre of stream. It will temporarily impact 0.001 acre of seasonal wetland and 0.002 acre of stream.

Crossing 2 is located at an unnamed tributary to South Branch Pleasant Grove Creek. The existing 110-ft long CMP culvert will be excavated, removed, and replaced with a new 151-ft long 30” diameter RCP. A 151 ft by 3.5 ft trench will be excavated to install the new culvert. Three red willows (Salix laevigata), seven interior live oaks, and three horticultural trees (*Ligustrum* and *Liquidamber* spp.) will be removed. Crossing 2 will permanently impact 0.058 acre of riparian scrub, 0.008 acre of seasonal wetland, and 0.003 acre of stream. It will temporarily impact 0.003 acre of seasonal wetland and 0.001 acre of stream.

Crossing 3 is located at an unnamed tributary to South Branch Pleasant Grove Creek. The existing 77-ft long CMP culvert will be excavated, removed, and replaced with a new 137-ft long 60” diameter RCP. A 137 ft by 6 ft trench will be excavated to install the new culvert. Four arroyo willows (*Salix lasiolepis*), 12 interior live oaks, and two blue oaks (*Quercus douglasii*) will be removed. Crossing 3 will permanently impact 0.054 acre of riparian scrub, 0.010 acre of seasonal wetland, and 0.005 acre of stream. It will temporarily impact 0.004 acre of seasonal wetland and 0.002 acre of stream.

Crossing 4 is located at the Sierra View Tributary to South Branch Pleasant Grove Creek. A new 73-ft long double 48” diameter corrugated steel pipe culvert will be installed. A 73-ft by 9-ft trench will be excavated to install the new culvert. Four interior live oaks will be removed. Crossing 4 will permanently impact 0.039 acre of riparian woodland and 0.005 acre of stream. It will temporarily impact 0.004 acre of stream.

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After culvert installation, the trenches will be backfilled and repaved with aggregate base and asphalt concrete.

Culvert removal and installation activities will be conducted during the dry season. No water diversion is anticipated to be necessary.

A variety of construction equipment such as excavators, backhoes, compactors, graders, pavers, water trucks, concrete trucks, and dump trucks will be used.

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: fish species; amphibians including western spadefoot (*Spea hammondii*); reptiles including western pond turtle (*Actinemys marmorata*); mammals including pallid bat (*Antrozous pallidus*) and western red bat (*Lasiurus blossevillii*); nesting birds; and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by construction activities; impediment to migration of aquatic and terrestrial species during construction; direct loss of resources for aquatic organisms; introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from construction); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during construction; increase of bank erosion during construction; and disturbance from project activity.

The project will cause permanent impacts to 0.211 acre of riparian scrub, 0.039 acre of riparian woodland, 0.020 acre of seasonal wetland, and 0.016 acre of stream habitat. It will temporarily disturb 0.008 acre of seasonal wetland and 0.009 acre of stream habitat.

See **Exhibit C** for project impact maps.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

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available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.

1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.6 Notification of Project Modification. The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.

1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

1.8 Does Not Authorize “Take”. This Agreement does not authorize “take” of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.

1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Environmental Impact Report (EIR) (SCH No. 2016092028), and all associated documents adopted by the City of Roseville as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the project commences.

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2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Work Period in Low Rainfall / Dry Weather Only. The work period within the tributaries to South Branch Pleasant Grove Creek shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) and periods of dry weather (with less than a 40% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*

2.2 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

2.3 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.

Biological Resources

2.4 Designated Biologist(s). Prior to initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor(s) (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist(s) prior to the commencement of project activities. The Designated Biologist(s) shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site.

2.5 Designated Biologist Authority. The Designated Biologist(s) shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist(s) nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.

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2.6 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and make available for workers cards or a fact sheet containing this information. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and submitted as instructed in Contact Information section below. Email notification is preferred.

2.7 Leave Wildlife Unharmed. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.

2.8 Special-Status Species encountered during work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

2.9 Nesting Bird Survey. If project-related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by the Designated Biologist within three (3) days prior to the beginning of project-related activities. The Designated Biologist shall survey the area within a minimum 500-foot radius around the project area. The results of the survey shall be made available upon request. If an active nest is found, the Permittee shall propose to CDFW appropriate measures to avoid impacts to the nest based on the species, project-specific circumstances, and input from the Designated Biologist. If a lapse in project-related work of fifteen (15) days or longer occurs, another focused survey, and if nests are found, consultation with CDFW will be required before project work can be reinitiated.

It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial

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invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

2.11 Western Spadefoot Surveys. If suitable breeding habitat for western spadefoot (e.g. vernal pools, pools within stream channels, wetland areas, etc.) will be disturbed by project activities while water is present, the Designated Biologist shall survey the project habitat for western spadefoot. Permittee shall submit the results of the survey to CDFW prior to starting construction. If western spadefoots are found, Permittee shall develop an avoidance and minimization plan and submit it to CDFW for review and approval. Relocation may be considered only if avoidance is not possible.

2.12 Western Pond Turtle. Within 24 hours prior to initiation of construction or ground-disturbing activities, the Designated Biologist shall survey the site for western pond turtles (*Actinemys marmorata*) or their nests. If western pond turtles are found in the work area, work shall not commence until the western pond turtles are no longer present. If a nest is found, Permittee shall contact CDFW to determine appropriate avoidance measures. Turtles may be moved "out of harm's way" by a qualified biologist with all appropriate permits.

2.13 Bat Surveys. Prior to work commencing, the Designated Biologist shall survey the project site for bats and/or evidence of bat roosting such as guano or staining. If bats are found using the bridge or any trees or structures within the project area, the Designated Biologist shall identify the bats to the species level, evaluate the colony to determine its size and develop a bat avoidance and minimization plan for CDFW review. The bat avoidance and minimization plan shall include: 1) the exact location of all roosting sites, 2) the number of bats present at the time of visit (count or estimate), 3) the species of bat present and a description of how the species was identified, 4) the type of roost (i.e. night or day), and 5) specific avoidance and minimization measures to avoid or reduce project impacts on bats. CDFW shall review the plan and may suggest changes or additional measures. No bat roost shall be disturbed while hibernating bats or non-volant young are present. Bats shall not be disturbed without specific notice to and consultation with CDFW.

Revegetation and Restoration

2.14 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a locally native grass mix, unless otherwise agreed upon with CDFW. Revegetation shall be completed as soon as possible after construction activities.

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2.15 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.

2.16 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: http://www.cal-ipc.org.

Erosion Control/Stabilization

2.17 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.17.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.17.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.

2.17.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW’s determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control

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devices are installed or abatement procedures are initiated.

2.18 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw waddles (fiber rolls) and erosion control blankets.

2.19 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.

Avoid/Minimize Effects of Equipment

2.20 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.21 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.22 Building Material Storage. Project building material and/or construction equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.

2.23 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to

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remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

2.24 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.25 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.26 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.27 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

2.28 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas above high water before such flows occur.

2.29 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the project site.

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2.30 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.

2.31 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.32 Hazardous Materials. Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located more than one hundred (100) feet from the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

2.33 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Restoration of all Temporary Disturbed Areas. Permittee shall revegetate temporarily disturbed areas as soon as possible and within one year following disturbance. All seed, container stock, cuttings, and/or other plant materials used must be locally native and appropriate for use in wetland and wetland-upland transitional areas.

3.2 Purchase of Credits. The Permittee shall mitigate for permanent impacts to 0.250 acre of riparian habitat and 0.036 acre of stream and wetland habitat by purchasing credits for the creation or restoration of 0.75 acre of riparian habitat and 0.108 acre of wetland habitat at a CDFW-approved Mitigation Bank. Permittee shall obtain CDFW's written approval of the bank and specific credit type prior to

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purchase. Permittee shall provide mitigation banking receipts to CDFW prior to starting work.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) working days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at https://www.wildlife.ca.gov/data/CNDDB/submitting-data within five (5) working days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Beth Taylor
City of Roseville
311 Vernon Street
Roseville, CA 95678
Phone: (916) 774-5460
Email: BFTaylor@roseville.ca.gov

Contact:

Sue Bushnell-Bergfalk
ICF
980 9th Street, Suite 1200
Sacramento, CA 95814

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

Phone: (916) 752-0959
Email: susan.bushnell-bergfalk@icf.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2020-0013-R2
Phone: (916) 358-2885
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

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OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form

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and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

A. Exhibit A. Project Location
B. Exhibit B. Project Plans
C. Exhibit C. Project Impacts

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF ROSEVILLE

DocuSigned by:
B05F5790E6664B7...

9/1/2020

Beth Taylor — Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:
Kelley Barker
778EDA8AE45F4C9...

9/8/2020

Kelley Barker — Date
Environmental Program Manager

Prepared by: Gabriele Quillman
Environmental Scientist

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

Exhibit A: Project Location

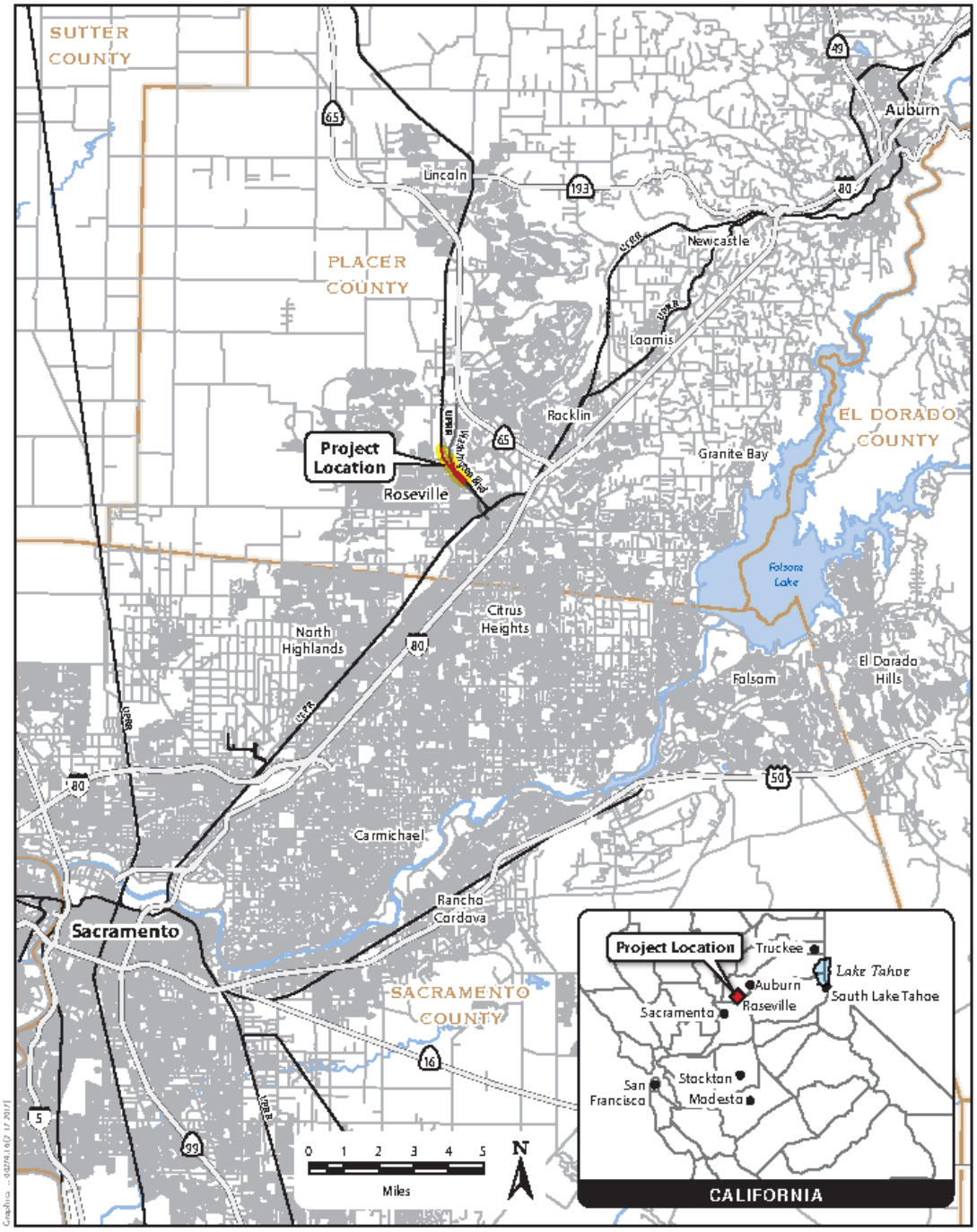


Figure 1
Regional Location

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

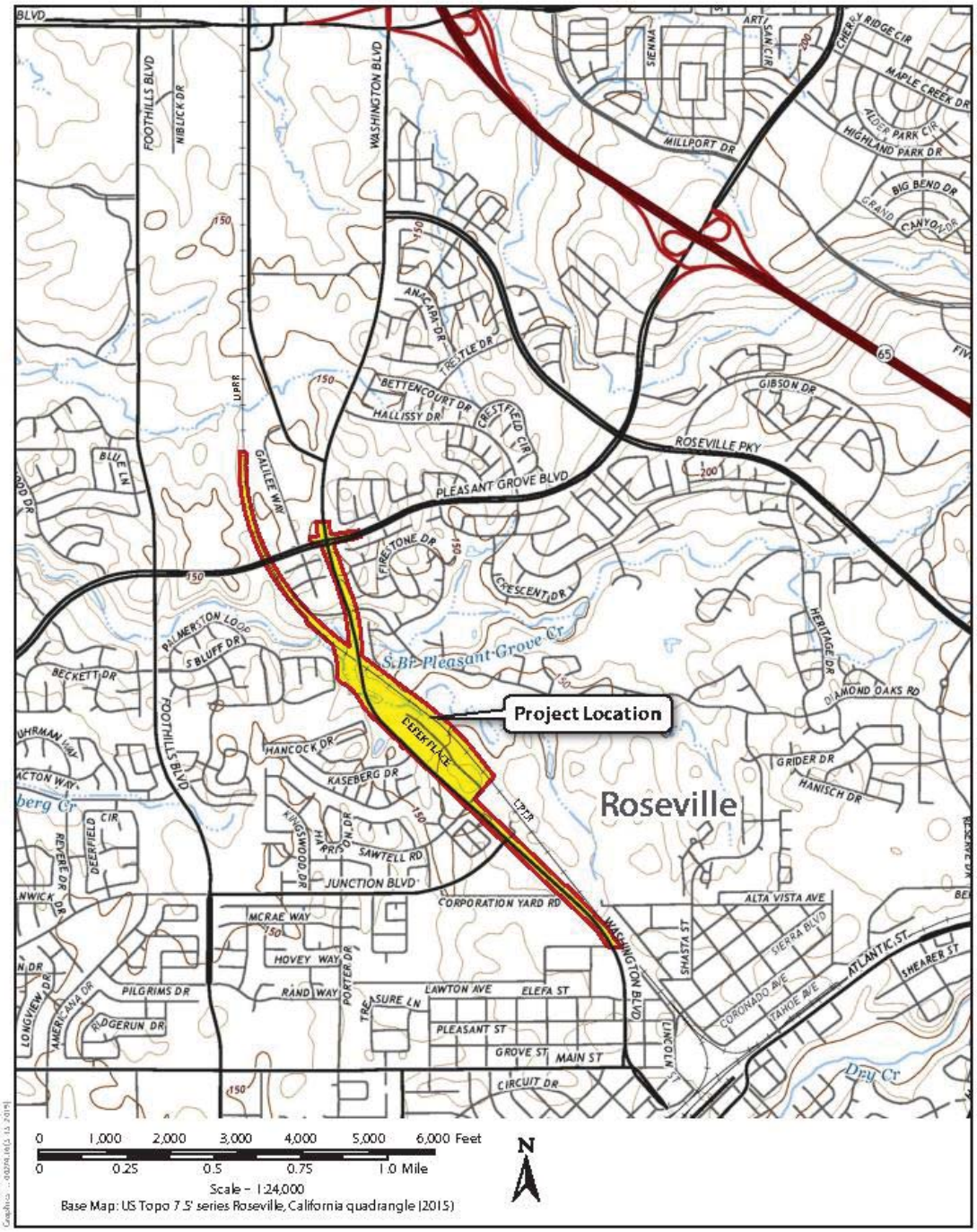
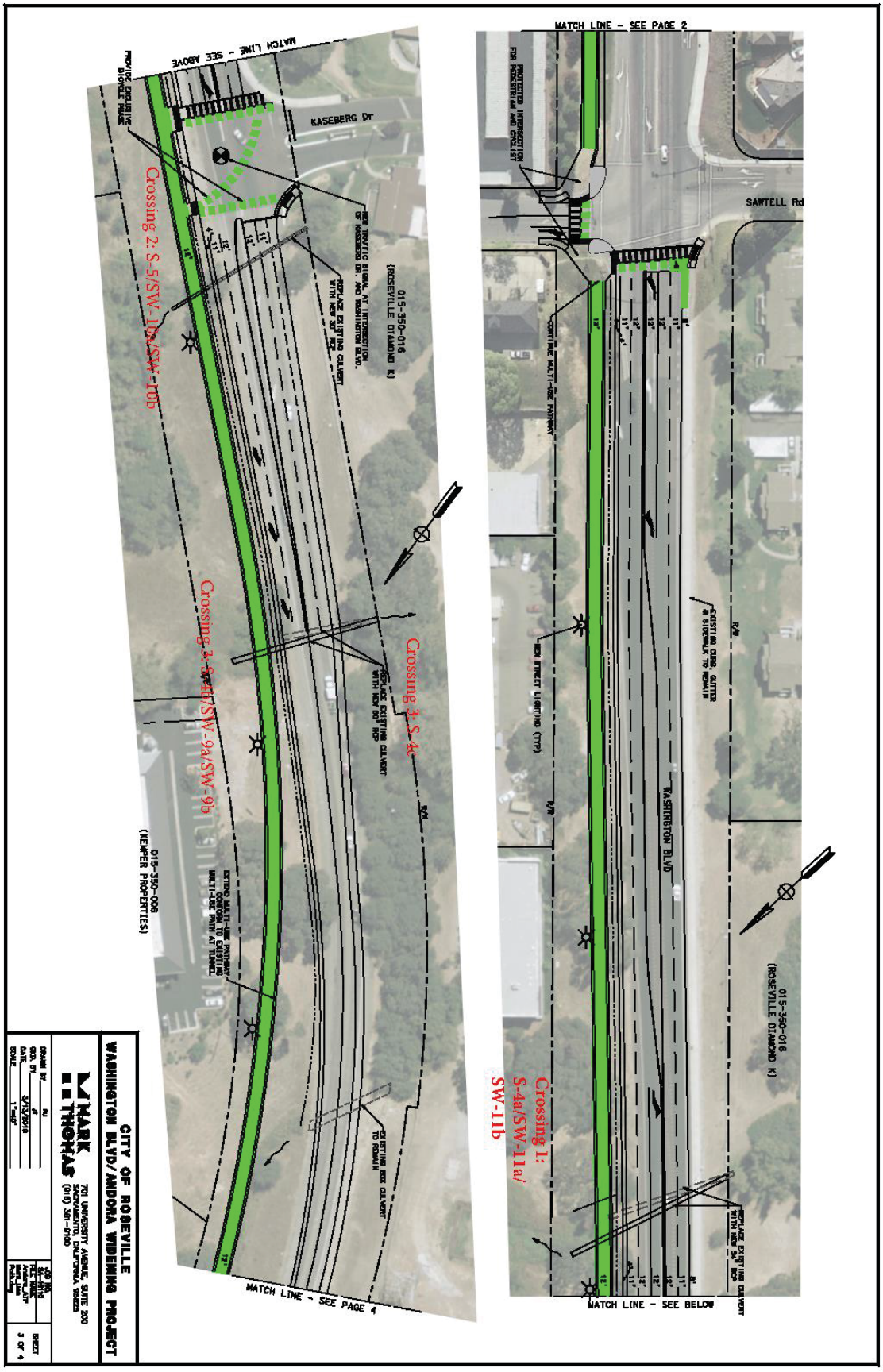


Figure 2.
Project Location

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

Exhibit B: Project Plans

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106



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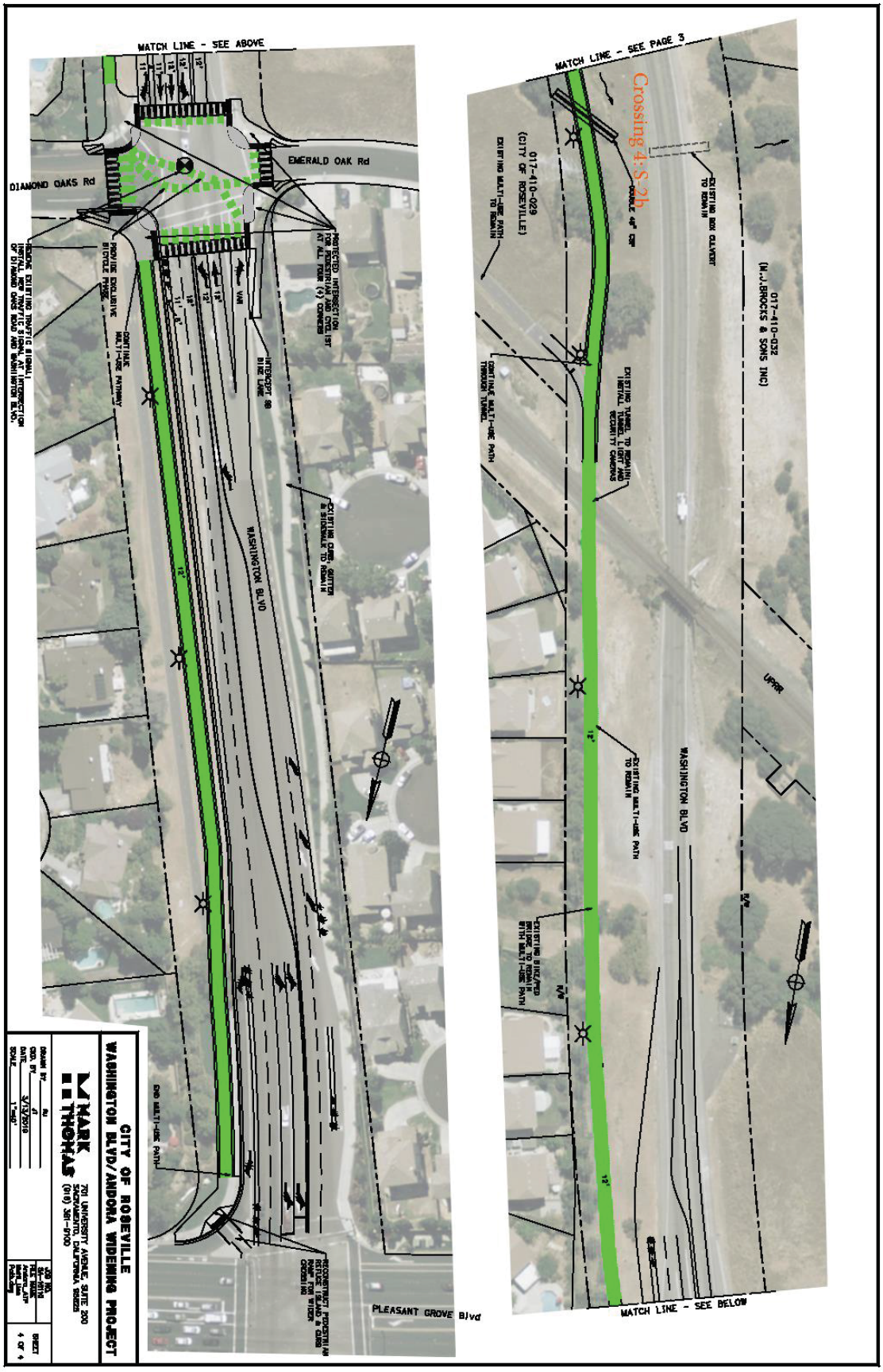

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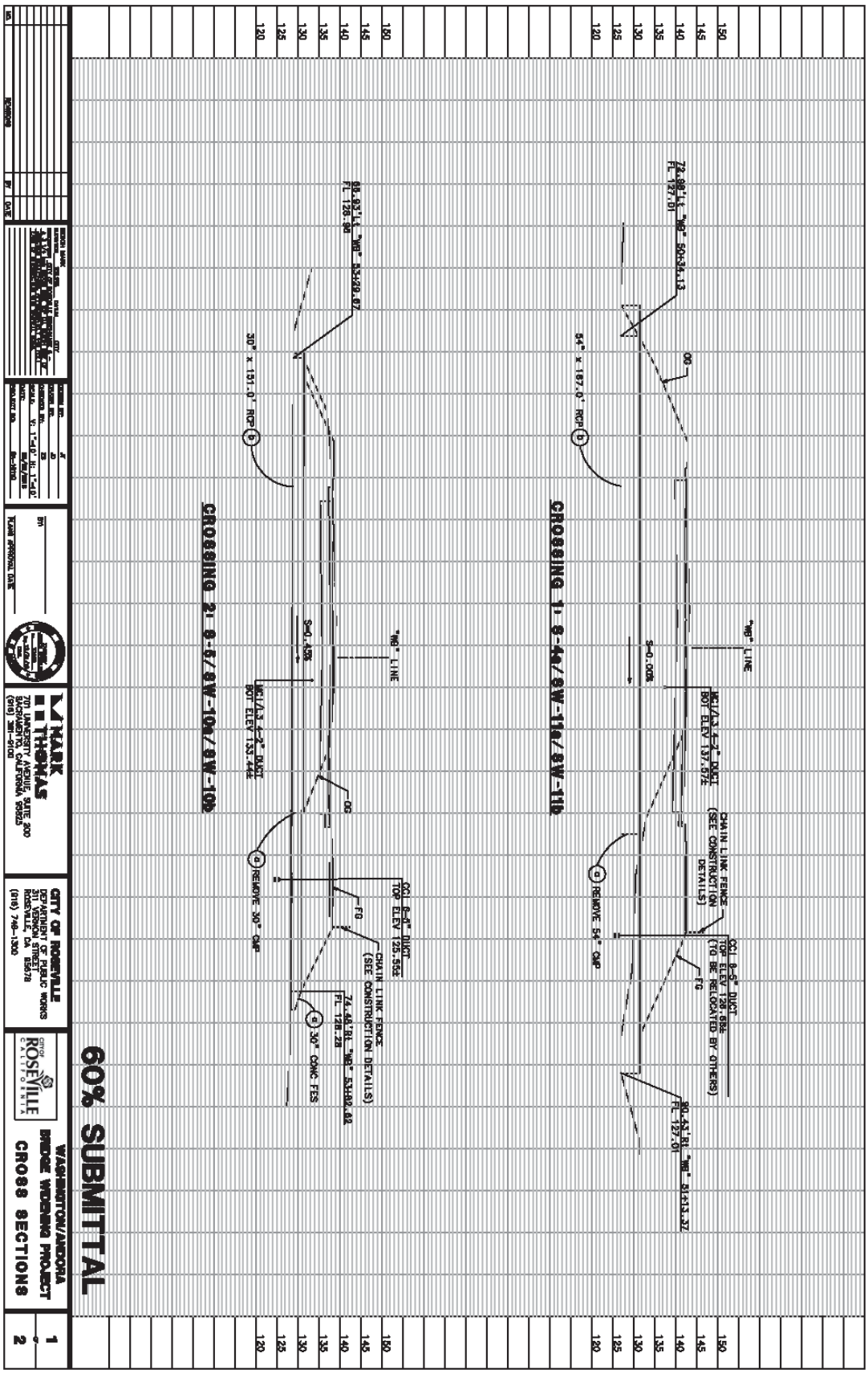

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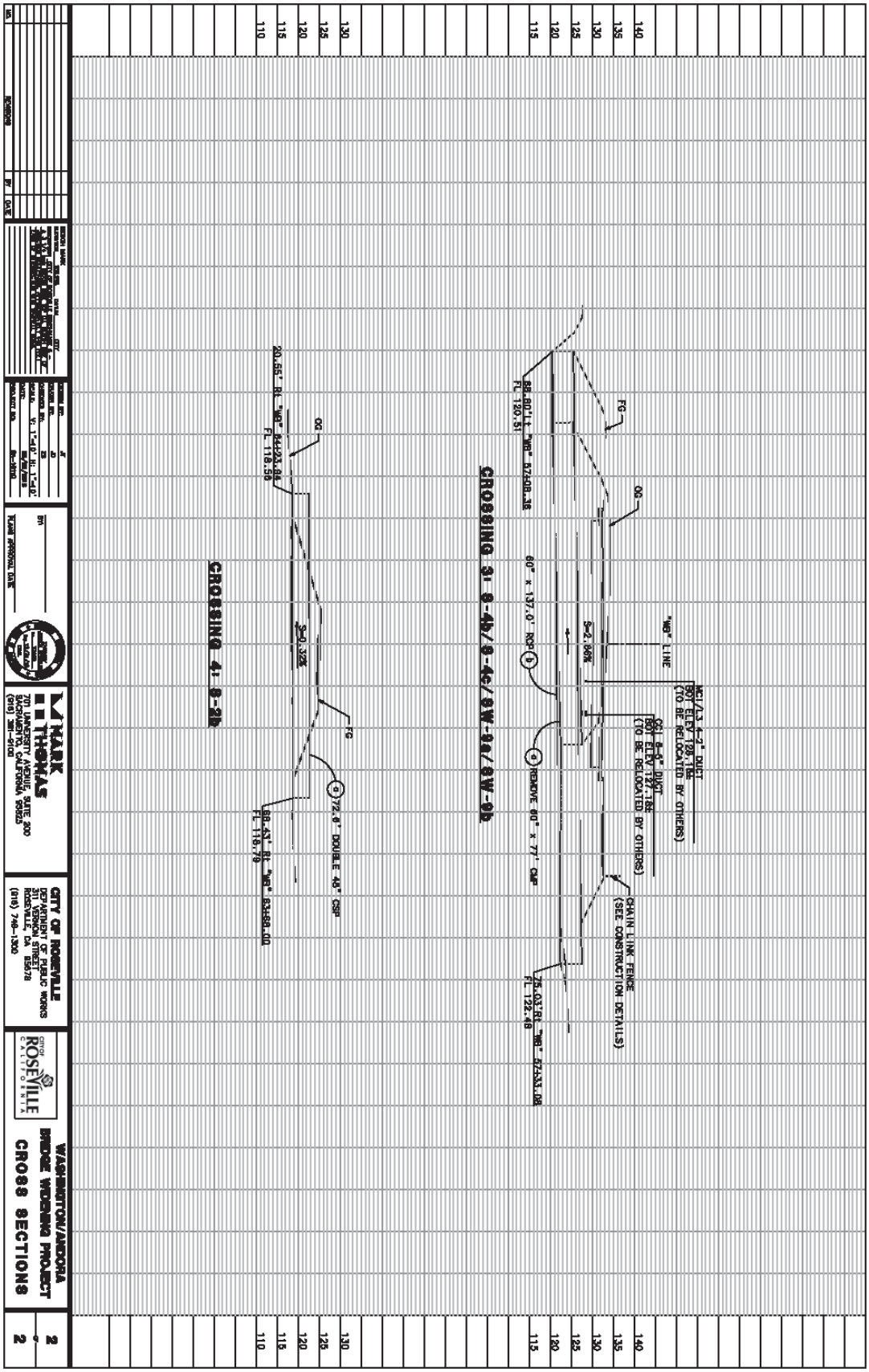


CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

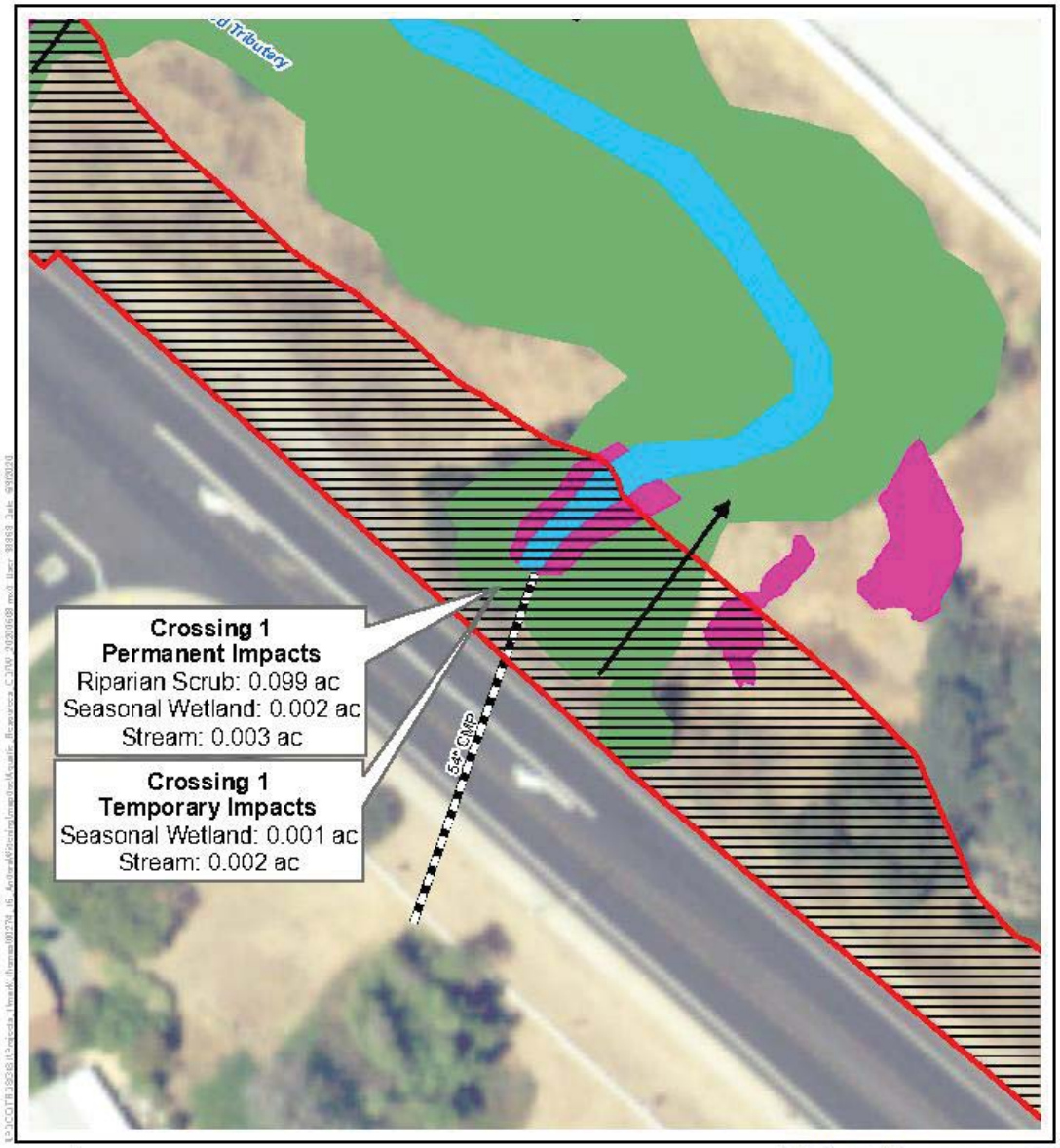
MARK THOMAS
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-4100

WASHINGTON/ANDORA
BRIDGE WIDENING PROJECT
CROSS SECTIONS

2
2

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106

Exhibit C: Project Impacts



Impacts on Stream Crossings
1600-2020-0013-R2
Sheet 1 of 4

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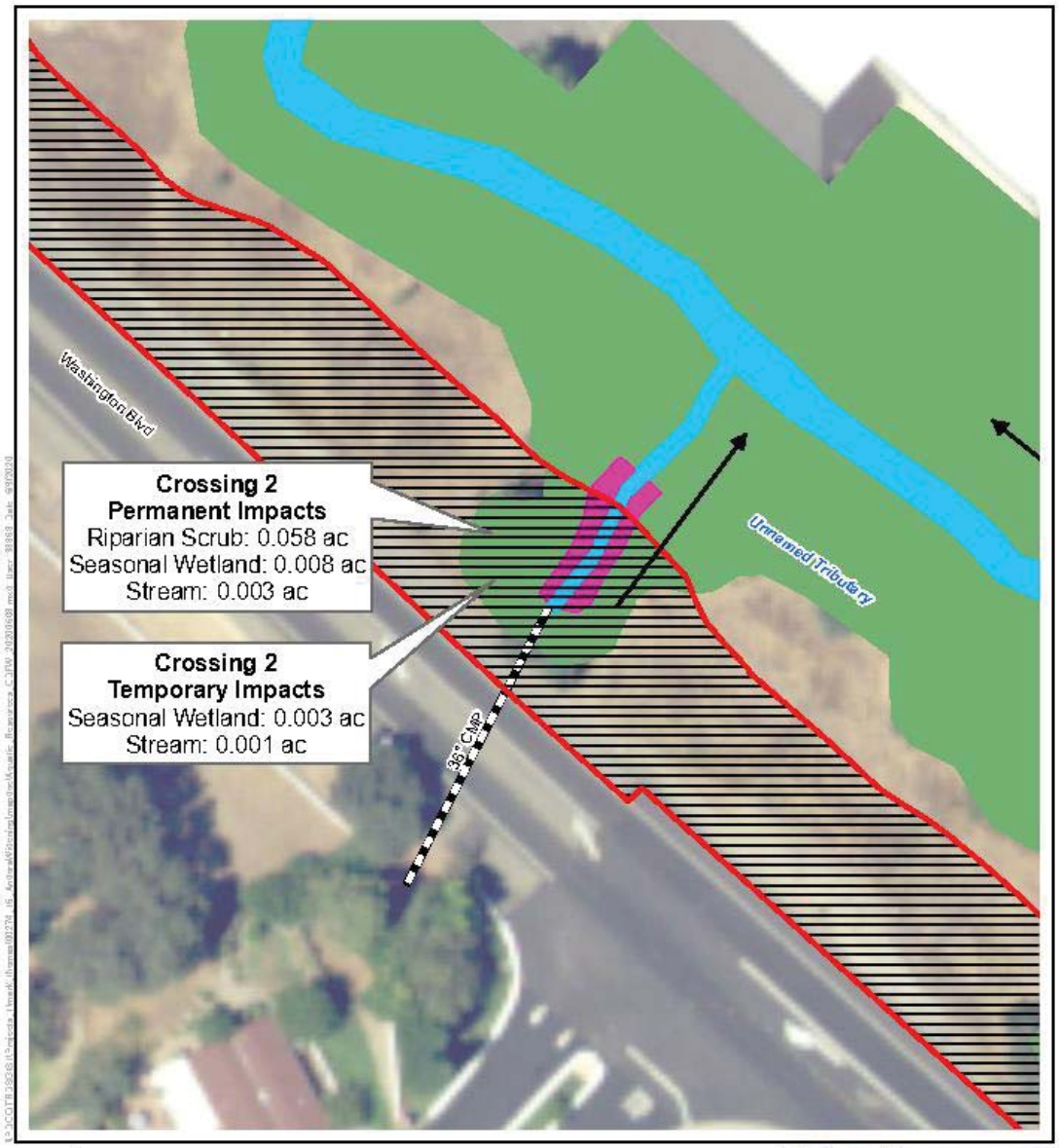


Legend

- Flow Direction
- Culvert
- Cut/Fill Area

Biological Resources

Riparian Habitat

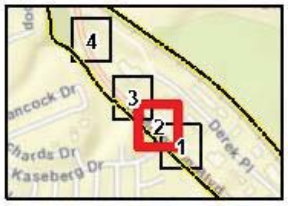
- Riparian Scrub

Wetlands

- Seasonal Wetland

Non-Wetland Waters

- Stream



ICF

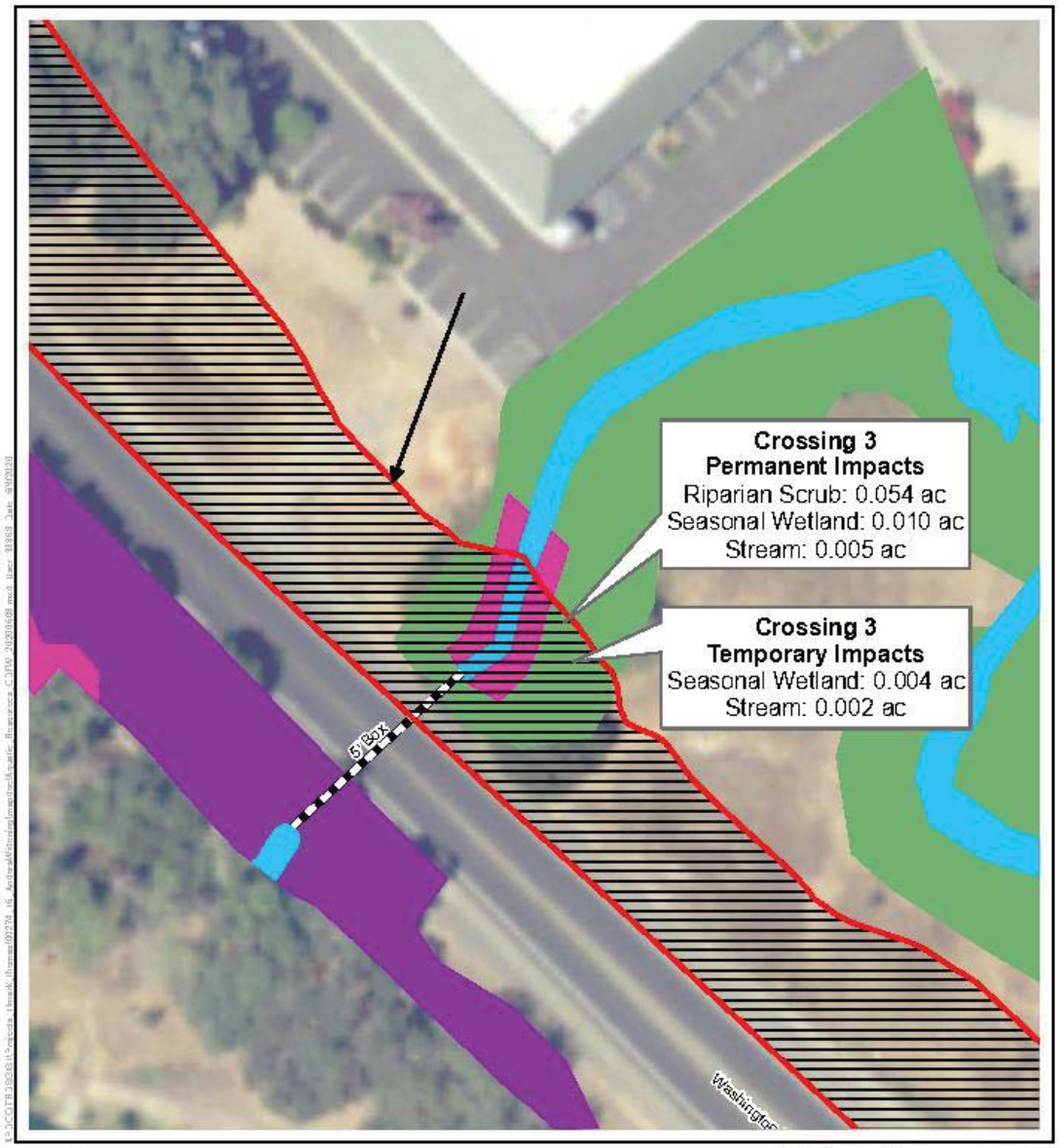
N

0 25 50 Feet

1 inch equals 50 feet
1:600

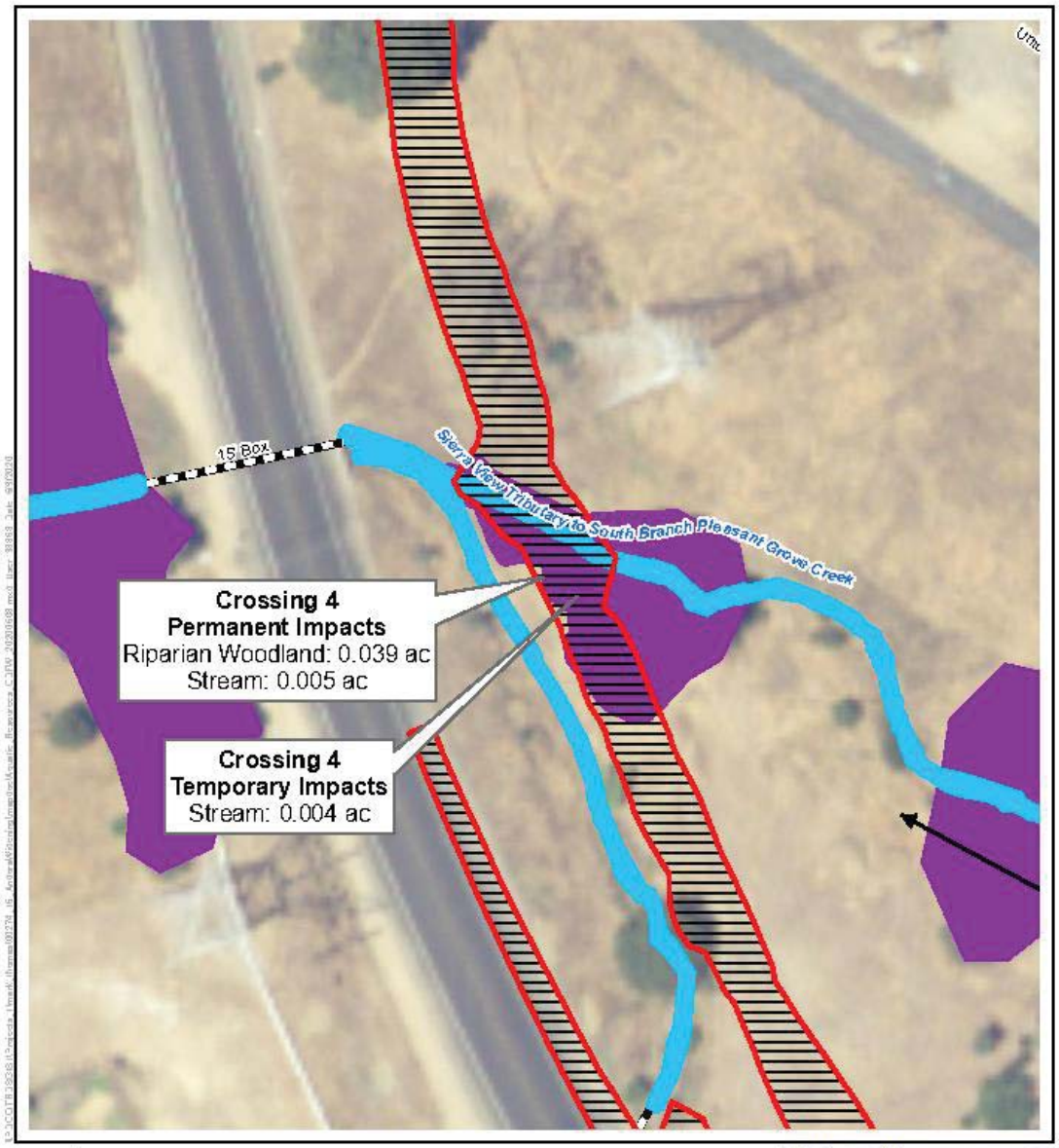
Impacts on Stream Crossings
1600-2020-0013-R2
Sheet 2 of 4

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106



Impacts on Stream Crossings
1600-2020-0013-R2
Sheet 3 of 4

DocuSign Envelope ID: 2BAB5E15-082E-4821-95EA-A2B32C0E0106



Impacts on Stream Crossings
1600-2020-0013-R2
Sheet 4 of 4

APPENDIX C

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

Contract Summary		
Original Contract Amount:	(1)	
Approved Change Orders through #: _____	(2)	
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)	
Total Contract Amount to Date:	(4)	

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP#_____)			
Change Order Payments (CCO#_____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct#: _____

Contrac: _____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
TOTALS:					$ -		$ -		$ -		$ -		$ -

CITY OF ROSEVILLE
CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ **have been reviewed and the actual quantities verified.**

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
Totals						$ -			$ -			$ -

Contractor Signature **Date**

Resident Engineer Signature **Date**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From: _____
Name of Contractor/Claimant

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name: _____

To/Owner: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable To: _____

Exceptions

Signature

Claimant Signature _____ **Print Name:** _____

Claimant Title _____ **Date:** _____

CITY OF ROSEVILLE CALIFORNIA

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:

Segregate between additional work at contract price, agreed price, and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimated Cost: ☐ ***Decrease*** ☐ ***Increase*** **$** **-**

By reason of this order, the time of completion will be adjusted as follows:

Original Contract Amount:

Total Change by Previous Change Orders and/or Quantity Adjustment: $ -

Contract Amount Prior to this Change Order:

Contract Amount to be (*Increased/Decreased)* _____ by this Change Order: $ -

Adjusted Contract Amount Including this Change Order:

SIGNATURE	(PRINT NAME & TITLE)	DATE

CITY APPROVAL BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

APPENDIX D

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
- **A. DBE COMMITMENT SUBMITTAL 2**
- **B. GOOD FAITH EFFORTS SUBMITTAL 3**
- **C. EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT 3**
- **D. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS 4**
- **E. PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES 4**

2. BID OPENING 5

3. BID RIGGING 5

4. CONTRACT AWARD 5

5. CONTRACTOR LICENSE 5

6. CHANGED CONDITIONS 5
- **A. DIFFERING SITE CONDITIONS 5**
- **B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER 6**
- **C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK 6**

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 6

8. BUY AMERICA 7

9. QUALITY ASSURANCE 7

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS 7

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 7

12. FEMALE AND MINORITY GOALS 20

13. TITLE VI ASSURANCES 21

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) 22

15. FEDERAL TRAINEE PROGRAM 22

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, click here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE),* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment*
form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for

the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive

possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions (to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the

subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of_____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____approval for this submitted information before you start work. The City/County of_____credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

ORDINANCE NO. 6330

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended as listed on the attached budget adjustment for the Safe Routes to School education program portion of the Washington Boulevard Bikeway and Pedestrian Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Michael Dour, Alternative Transportation Manager
FISCAL YEAR: 2021

PREPARER NAME & TITLE: Elizabeth Haydu, Transportation Grants Analyst
COUNCIL DATE (if applicable): 2/17/2021

DEPARTMENT/DIVISION: Public Works/Alternative Transportation Division
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	5080	84001	700026	117,302	Internal Project Labor
6520	5351	84001	700026	3,250	Office Supplies
6520	5389	84001	700026	7,500	Printing
6520	5369	84001	700026	53,148	Supplies - Program and Event
6520	5465	84001	700026	800	Mileage Reimbursement
			TOTAL	182,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4410	84001	700026	161,125	Active Transportation Program (ATP) grant reimbursement
6520	4425	84001	700026	20,875	Local Transportation Funds (LTF) match
			TOTAL	182,000	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

This Safe Routes to Schools education component (Project #700026) of the Washington and Andora Widening Project (#400015) is being established separate from the associated construction project for grant tracking and reporting purposes. This $182,000 project is funded by $161,125 of Active Transportation Program (ATP) grant reimbursement and $20,875 of Local Transportation Funds (LTF) which are being used to meet the match requirement. The Non-Infrastructure Washington Blvd. Bikeway & Pedestrian Pathways project is expected to be completed in FY2021-22.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

1/21/20215:47 PM

COUNCIL COMMUNICATION

CC #: 1287
File #: 0209 & 0201-01

Title:	7400 Galilee Road Surplus Property Sale Proceeds - Budget Adjustment
Contact:	Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment to deposit the proceeds from the sale of surplus property at 7400 Galilee Road totaling $1,600,147 into the Strategic Improvement Fund (SIF), and transfer $1,044,840 of those proceeds from the Strategic Improvement Fund (SIF) to the Citizens Benefit Fund (CBF).

The budget adjustments result in a net revenue deposit of $555,307 into the City's Strategic Improvement Fund (SIF) and repayment of $1,044,840 into the Citizen's Benefit Fund (CBF), see Attachment 1.

BACKGROUND

The purpose of the proposed Budget Adjustment is to: 1) authorize the deposit of revenue from the sale proceeds of 7400 Galilee Road surplus property into the Strategic Improvement Fund (SIF) in the amount of $1,600,147, and 2) authorize a transfer from the SIF to the Citizens Benefit Fund (CBF) for the purpose of repayment of Roseville Small Business Stabilization Loans in the amount of $1,044,840, see Attachment 1.

In March 2020, the Governor of California proclaimed a "State of Emergency" given the existence and impacts of the COVID-19 pandemic and issued an Executive Order N-33-20 ordering all of California to stay at home, unless in the category of essential services. This stay at home order greatly affected many operations of businesses within the City of Roseville. When such "State of Emergencies" are declared, the Roseville Municipal Code, Title 9, Chapter 9.28, designates the City Manager as the Director of Emergency Services and empowers the City Council to proclaim the existence or threatened existence of a local emergency including an epidemic.

On March 23, 2020 the Director of Emergency Services (the City Manager) issued Executive Order 20-2 that allocated the use of $1,500,000 million dollars from the CBF to be used for funding of the Roseville Small Business Stabilization Loans and Homeless Prevention and Rapid Rehousing programs, see Attachment 2. These programs were funded in an effort to help mitigate the impacts of COVID-19 on small businesses and our community's most vulnerable populations (homeless and at risk). In April 2020, approximately 111 small business loans were

issued totaling $1,049,840.25 and approximately $500,000 was directed to the Homeless Prevention and Rapid Rehousing efforts. Since then, the City received a loan repayment for $5,000 as one small business closed its operations.

The COVID-19 pandemic has lasted longer than expected and, due to the evolving nature of State health guidance, has resulted in businesses having to constantly toggle back business operations in a manner that disproportionally impacts smaller businesses without the financial capability or resources to pause operations.

The repayment of the small business loans was scheduled to begin in January 2021. However, due to the prolonged nature of the COVID-19 pandemic and the recent mandatory business closures under the State of California's "purple tier" of the "Blueprint for a Safer Economy" and the Regional Stay-at-Home Order, repayment of those loans is difficult, if not impossible, for those small businesses. Therefore staff recommends that the City use a portion of the sale proceeds from the surplus property sale to repay the CBF and forgive the loans issued. It should be noted that the proposed loan forgiveness will only apply to businesses that have remained “open for business" and that any business that has closed will still be required to repay the loan.

FISCAL IMPACT

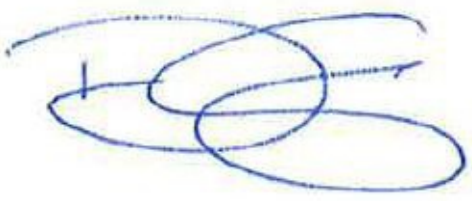
Approval of the recommended budget adjustment would result in a net revenue deposit of $555,307 into the SIF and the repayment of $1,044,840 to the CBF. This action has no fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The proposed budget adjustments are categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6331

Attachment 1 - EDD Budget Adjustment - Galilee Revenues to SIF & SIF Repayment to CBF

Attachment 2 - City of Roseville Executive Order 20-16

ORDINANCE NO. 6331

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended by transferring appropriations as listed on the attached budget adjustment for 7400 Galilee Road Surplus Property Sale Proceeds.

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 _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Laura Matteoli, Director, Economic Development

FISCAL YEAR: 2020-21

PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst

COUNCIL DATE (if applicable): 2/17/2021

DEPARTMENT/DIVISION: Economic Development

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	6801	10001		1,044,840	Transfer out to Citizens Benefit Fund. Small Business Stabilization Loan Program repayment
			TOTAL	1,044,840	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3901	4801	10001		1,044,840	Transfer in from SIF. Small Business Stabilization Loan Program repayment
1030	4703	10001		1,600,147	Establish revenue budget for sale of surplus property
			TOTAL	2,644,987	

NET ADJUSTMENT	(1,600,147)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030				555,307	Increase fund balance in Strategic Improvement Fund from property sale
3901				1,044,840	Increase fund balance in Citizens Benefit Fund
			TOTAL	1,600,147	

Justification for Budget Adjustment:

This budget adjustment requests authorization to: 1) deposit revenue from the sale proceeds of 7400 Galilee Road surplus property into the Strategic Improvement Fund (SIF) (1030) in the amount of $1,600,147; 2) transfer funding from the SIF to the Citizens Benefit Fund (CBF) (3901) for the purpose of repayment of Roseville Small Business Stabilization Loans in the amount of $1,044,840; and 3) increase fund balance in SIF by $555,307 and CBF by $1,044,840.

REQUIRED APPROVALS:

Laura Matteoli 1/26/2021

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

1/26/20218:22 AM

City of Roseville Director of Emergency Services

Executive Order 20-16

WHEREAS, the California Emergency Services Act, Chapter 7, of the California Government Code, commencing with section 8550, confers upon the governing bodies of the political subdivisions of this state emergency powers necessary to protect health and safety and preserve lives and property; and

WHEREAS, section 8630 of the California Government Code states that, "a local emergency may be proclaimed only by the governing body of a county, city and county, or city or by an official so designated by ordinance adopted by such governing body"; and

WHEREAS, City of Roseville Municipal Code, Title 9, Chapter 9.28, designates the City Manager as the Director of Emergency Services and empowers the City Council to proclaim the existence or threatened existence of a local emergency when this City is affected or likely to be affected by an emergency, including but not limited to, an epidemic; and

WHEREAS, a novel (new) Coronavirus Disease 2019 (COVID-19), with outcomes ranging from mild to severe illness and in some cases death, has arisen in China and spread to numerous other countries including the United States, and specifically the geographic boundaries of Placer County and the City of Roseville; and

WHEREAS, the Governor of California has proclaimed a "State of Emergency" on March 4, 2020; and

WHEREAS, a "Proclamation of the Existence of a Local Emergency and Authorization for the Director of Emergency Services/City Manager to Undertake Emergency Measures on Behalf of the City of Roseville" (hereinafter "Proclamation") was approved by the Council of the City of Roseville at a special meeting on March 17, 2020 proclaiming a "local emergency"; and

WHEREAS, the Proclamation conferred on the Director of Emergency Services certain rights, duties, and obligations to issue any order or regulation necessary to enforce Federal, State, County, and/or local requirements, orders, and/or regulations, including any orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all of California to stay at home, unless in the category of essential services; and

WHEREAS, on November 17, 2020, Placer County was moved to the purple "widespread" tier of the State's "Blueprint for a Safer Economy", effectively closing many operations of businesses in the City of Roseville; and

WHEREAS, on December 3, 2020, Governor Newsom announced a new Regional Stay-at-Home Order, due to the increasing cases of COVID-19, that is triggered based on ICU capacity; and

WHEREAS, on December 9, 2020, the Greater Sacramento Region (which includes the City of Roseville) had ICU capacity drop below fifteen percent (15%), triggering the Regional Stay-at-Home Order effective at 11:59 pm on December 10, 2020, and lasting no less than three weeks; and

WHEREAS, this newest Regional Stay-at-Home Order once again closes operations for a number of businesses in the City of Roseville, decreasing their ability to generate income; and

WHEREAS, the existence of the COVID-19 pandemic has lasted longer than previously expected and, due to the evolving nature of State health guidance, has resulted in businesses having to constantly toggle back business operations in a manner that disproportionally impacts smaller businesses without the financial capability or resources to pause operations; and

WHEREAS, the "Small Business Stabilization Program" established under City of Roseville Director of Emergency Services Executive Order 20-02, to help mitigate the impact of COVID-19 on small businesses in the City of Roseville, resulted in approximately $1,050,000.00 dollars from the Citizens Benefit Fund being loaned to small businesses in the City of Roseville; and

WHEREAS, payment under those loans is scheduled to begin in the coming weeks, however, due to the prolonged nature of the COVID-19 pandemic and the recent mandatory business closures under the State of California's "purple tier" of the "Blueprint for a Safer Economy" and Regional Stay-at-Home Order, repayment of those loans is difficult, if not impossible for those small businesses; and

WHEREAS, repayment of the loans under the "Small Business Stabilization Program" would create such hardship that it could contribute to the small business deciding to close its operations permanently or to lay-off employees, resulting in unemployment, loss of health insurance for employees, similar trickle down losses to other businesses in the supply chain, and other financial hardships that would have a severely negative impact on the public.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1) That the Director of Emergency Services shall have the authority to forgive all, or any portion of, the loans provided for under the "Small Business Stabilization Program" and execute any documents necessary to effectuate this purpose.

2) Further, the Director of Emergency Services finds and hereby declares that any forgiveness of loans under the "Small Business Stabilization Program" confers a direct benefit to the public in the way of decreasing unemployment, decreasing the risk of health insurance loss during a pandemic (which decreases the risk of transmission of the disease by those unable to access healthcare), keeps businesses and suppliers in operation and able to provide services, including essential services, to the public, and is overall in alignment with the purpose of the Citizens Benefit Fund to improve the quality of life for the citizens of Roseville.

IT IS FURTHER ORDERED that all of the foregoing provisions shall apply only during the period in which the City of Roseville local emergency is in effect, or as sooner terminated by future order of the Director of Emergency Services.

IT IS FURTHER DIRECTED that as soon as hereafter possible, this Order be filed with the City Clerk for the City of Roseville and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits substantive or procedural, enforceable at law or in equity, against the City of Roseville, its officers, elected officials, employees, agents, or other persons.

IN WITNESS HERETO this 17th day of December, 2020.

Dominick Casey
City of Roseville
Director of Emergency Services

ATTEST:

Sonia Orozco
City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt
City Attorney

COUNCIL COMMUNICATION

CC #: 1279
File #: 0102

Title: Council Discretionary Funds - Family Green Survival, Inc.
Contact: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Meeting Date: 2/17/2021
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend City Council consider a request for $1,400 from Council Discretionary Funds for Family Green Survival, Inc.

BACKGROUND

The funding would produce 700 BagOfLife meal packages, each containing 4 meal servings to feed the hungry in Roseville. The Family Green Survival, Inc is a non-profit 501c3. In August 2018, Family Green Survival, Inc. received $1,500 from City of Roseville Council Discretionary Funds. In October 2020, they received $5,000 from Placer Community Foundation. The success of this organization is measured in the number of BagOfLife distributions to the local charities that serve those facing hunger in our community. The Family Green Survival, Inc. to date has donated 155,000 meals.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to $15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

The balance remaining in the Council's Discretionary Funds for FY2020-21 is $22,909.

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates $15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council.

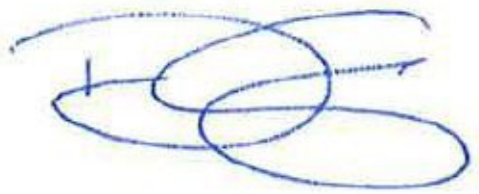
ENVIRONMENTAL REVIEW

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 award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Heather Blanco, Management Assistant

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description